

2683649

Page 1 of 2 06/01/2020 03:35:57 PM Fee: \$14.00 Eric Semerad - Gallatin County, MT DEED

After Recordi	ng, Return To:

Return To:
Security Title Company
P.O. Box 6550
Bozeman, MT 59771-6550
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:

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Warranty Deed: Bucks T4 Investments, LLC to HF Buck's T4 LLC Page 2 of 2

- (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 day of ______, 2020.

BUCKS T4 INVESTMENTS, LLC

By: David R.F. O'Connor
Its: Member

STATE OF MONTANA)
: ss.
COUNTY OF GALLATIN)

On this \(\frac{\frac{1}{\triangle}}{\triangle} \) day of \(\frac{1}{\triangle} \), 2020, before me personally appeared \(\frac{1}{\triangle} \), \(\frac{1}{\triangle} \), 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.

(Print Name:

Notary Public for the State of _

Residing at: _

My Commission Expires:

CARLI M TORESDAHL
Notary Public
for the State of Montana
Residing at:
Bozeman, Montana
My Commission Expires:
June 04, 2020



INQUIRIES TO: Title Officer: Cory Berkram (cberkram@sectitle.com)

Direct Line: (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



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 EXTRACONTRACTUAL 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

Cory Berkram, License #:

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 16121371-1111

> President A. J. J. J. J.

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.

- (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.



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 Amount: \$ To Be Determined Extended Coverage Premium: \$ To Be Determined

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



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 NW1/4NE1/4 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.



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.



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.
- 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)
- 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.

- 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.
- 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.

 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



FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

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

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

Go to 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 https://www.oldrepublictitle.com/privacy-policy		
How does Old Republic Title collect my personal information?	 We collect your personal information, for example, when you: Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. 		
Why can't I limit all sharing?	 Federal law gives you the right to limit only: Sharing for affiliates' everyday business purposes - information about your creditworthiness Affiliates from using your information to market toyou Sharing for non-affiliates to market toyou State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law. 		

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	 Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.
	Old Republic Title doesn't jointly market.



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

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

by	THIS DECLARATION is r Michael Scholz	ade this <u>30</u> day of <u>June</u> , 200 , hereinafter referred to as "Declarant";)5 ,
		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 IDEFINITIONS

<u>Section 1.</u> 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.

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

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

<u>Section 4.</u> 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.

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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.



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Section 7. Snow Plowing.

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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.





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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.

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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.

<u>Section 13.</u> 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.

<u>Section 2</u>. 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.

<u>Section 3</u>. 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.

<u>Section 4</u>. 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.

<u>Section 5</u>. 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.

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.

The provisions of these Covenants may be changed or amended or Section 7. 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 I	has hereunto	set its	hand a	s of this	30th
day of June	_, 200 <i>4</i> 7.5						

WE FIVE, INC. BY: Its: STATE OF MONTANA) :SS County of Gallatin) On this 30 day of June , 2004; before me, the undersigned, a Notary

Public of the State of Montana, personally appeared Michael Scholz, 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.

NOTARY PUBLIC for the State of

Montana	
Residing at According	MT
My Commission expires 11/03	13005



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EXHIBIT "A"

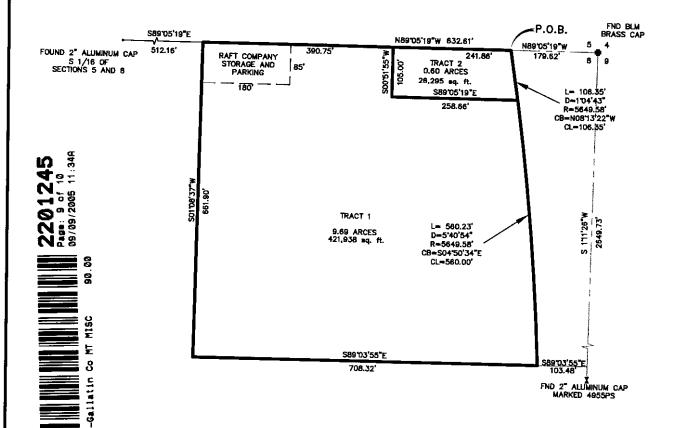
TO

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR MINOR SUBDIVISION # 373

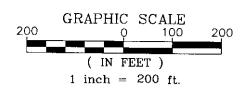
Legal description

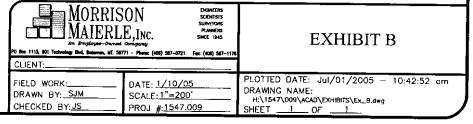
Minor Subdivision No. 373, as filed in the records of Gallatin County, located in the NE1/4 of the NE1/4 of Section 8, Township 7 South, Range 4 East, P.M.M., Gallatin County, Montana.

EXHIBIT B











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 2SEPTEMBER 2005. WE FIVE, INC BY: STATE OF MONTANA) :ss County of Gallatin) _day of Springer, 2005, before me, the undersigned, a Notary Public of the State of Montana, personally appeared nichael Scholz, known to me to be the 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 Printed name: Candice (SEAL) NOTARY PUBLIC for the State of Montana Residing at Paracres My Commission expires (1)

When Recorded return to:

Berg Littly, PC

Attn: Jeremy J. UFeber

West Main St.

Bozeman, MT 59715

2679683

Page: 1 of 4 04/27/2020 04:45:31 PM Fee: \$28.00 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
We Five, Inc.
By: Michael Scholz Its: / NESI de N
STATE OF MONTANA)
: ss. COUNTY OF GALLATIN)
On this <u>2H</u> day of <u>FERVARY</u> , 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
Qno Zimle
EWA ZIRKLE Notary Public For the State of Montana Residing at: Big Sky, Montana My Commission Expires: Commission Expires:
March 10, 2021
STATE OF MONTANA)
: ss. COUNTY OF GALLATIN)
On this 27th day of FERRUARY, 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 Palsident, of, for and on behalf of We Five, Inc

Page 2 of 4

(Print Name: EWA

Residing at: BI6 Sky

Notary Public for the State of MONTA WA

My Commission Expires: 03/10/202

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EWA ZIRKLE

Residing at: Big Sky, Montana My Commission Expires: March 10, 2021

Notary Public for the State of Montana

Bucks T4 Investments, LLC STATE OF MONTANA) :ss. **COUNTY OF GALLATIN)** _, 2020, before me personally appeared David Oconnor , 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. JULIE BURGESS **Notary Public** rint Name: Julie Burghs for the State of Montana Notary Public for the State of Muntana Residing at: Big Sky, Montana Residing at: Big Sky My Commission Expires: March 14, 2024 My Commission Expires:

Whitewater Properties, LLC

BY: Eric Becker-Its: Mangging member

STATE OF MONTANA)

: ss.

COUNTY OF GALLATIN)

On this <u>25</u> day of <u>March</u>, 2020, before me personally appeared <u>Eric Becker</u>, 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 <u>Managing Member</u>, of, for and on behalf of Whitewater Properties, LLC.

MAR! RAPP
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for the fine function of Montana

SEAL **
Big to function function
OF MONTANA

My Care soon Expires:
Oc. 10, 2020

(Print Name: MAPLE & RAPP

Notary Public for the State of Montana

Residing at: Big Sky

My Commission Expires: October

MARIE K RAPP
Notary Public
for the State of Montana
Residing at:
319 6ky, Montana
My Commission Expires:
October 10, 2020

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46625 GALLATIN ROAD BIG SKY, MT 59716

SITE CONTEXT



	CUP + CLR SUBMITTAL 12/22/2022	•	•	•	•	•	•	•	•	•
SHEET INDEX	DESCRIPTION	COVER SHEET	GENERAL NOTES & LEGEND	GENERAL KEY MAP	IRRIGATION DIAGRAM	IRRIGATION DIAGRAM	PLANTING NOTES & LEGEND	PLANTING PLAN	PLANTING PLAN	PLANTING DETAILS
	SHEET	LO.000	L0.001	L0.002	L3.101	L3.102	L4.001	L4 101	L4.102	L4.401

CUP & BLR PERMIT

BUCKS T4 PHASE 3

NOT FOR CONSTRUCTION

12222022
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COVER SHEET



- 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 ENGINEERS DRAWINGS.
- CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 72 HOURS MINIMUM AND AS REGULRED BY UTILITY COMPANY PRIOR TO DIGIGING FOR VERHICATION OF ALL WIDERGROUND UTILITIES, IRRIGATION AND ALL OTHER OBSTRUCTIONS AND COORDINATE WITH OWNERS REPRESENTATIVE FOR TO INITIATING OPERATIONS, DRAWINGS ARE PREPARED ACCORDING TO IN PROPARATION ANALABLE AT THE TIME OF PREPARIOS ARE 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 ANALL 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 WRITHER COMMENCING WITH ANY WORK, PROVIDE WRITHOUS HOTHER CASITING AND PROPOSED SITE IMPROVEMENTS.
 - PERMITS TO BE OBTANED BY CONTRACTOR BEFORE WORK BEGINS, CONTRACTOR IS RESPONSIBLE FOR LICENSING AND BONDS REQUIRED BY THE MUNICIPALITY OR APPLICABLE ENTIFIES FOR THE ROPODSED WORK.
- ALL WORKS SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST ADOPTED EDITION 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 GENERAC CONSTRUCTION OF THE PROJECT IN ORDER NOT TO MINEDE THE PROGRESS OF THE WORK OF OTHERS OF THE CONTRACTORS OWN WORK, CONTRACTOR SHALL ALSO COORDINATE ACCESS AND STAGING AREA WITH THE OWNERS REPRESENTATIVE.
- CONTRACTOR SHALL LAYOUT ALL CONSTRUCTION LINES AND VERIFY WITH OWNER'S REPRESENTATIVE PRIOR TO BEGINNING OF ANY CONSTRUCTION OPERATIONS.
- REFERENCES TO NORTH REFERS TO TRUE NORTH UNLESS OTHERWISE INDICATED ON DRAWMINGS. REFERENCES TO SCALE IS FOR FULL SIZED DRAWINGS ONLY, DO NOT SCALE FROM PRAWINGS.
- TAKE ALL DIMENSIONS FROM BACK OF CURB, FACE OF WALL OR BUILDING, AND CENTERLINE OF TREATMY SALLS OTHERWISO CALLED ON DAXWINNOS, ALL DIMENSIONS CALLED OUT AS FECULAR OF THE COUNTRY OF THE COUNTS AT THE COUNTS AND THE
- ALL DIMENSIONS DERIVED FROM SURVEY AND ORIGINAL SITE CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL VERBY ALL DIMENSIONS NECESSARY TO ASSURE FOR THE ACCURATE COMPLECTOR SHALL VERBY ALL DIMENSIONS NECESSARY TO ASSURE FOR THE ACCURATE COMPLETION OF THE PROJECT PRIOR TO INITIATING WORK, WRITTEN DIMENSIONS SUPERCEEDE SCALED DIMENSIONS, DO NOT SCALE DRAWINGS, IF THERE IS A QUESTION OR DISCREPANCY REGARDING DIMENSIONS, CONTACT THE OWNERS REPRESENTATIVE FOR VERIFICATION.
- CONTRACTOR SHALL PROVIDE SUBMITTALS AND/OR SHOP DRAWINGS AS INDICATED IN DOCUMENTS AND FOR ALL PROPOSED ANTERIASLS FOR THE PROJECT FOR REVIEW BY TREVIEW BY THE PROVINCED ANTERIASLS FOR THE PROTOCUMENT OF REVIEW BY THE OWNERS REPRESENTATIVE A MINIMUM OF TWENTY-ONE DAYS BEFORE COMMENCING WORK OR AS DUTILINED BY MINIMUM REQUIREMENTS IN THE CONTRACT DOCUMENTS, WHICHEVER IS MORE STRINGENT. CONTRACTOR CANNOT COMMENCE WORK OR USE OF SUBMITTED MATERIALS UNTIL REVIEWA AND COMMENTS ARE ADDRESSED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, ANY SUBSTITUTIONS REQUIRED REVIEW AND APPROVAL BY OWNERS REPRESENTATIVE PRIOR TO COMMENCIAL ON WORK.
 - VERFY EXISTING SITE INFORMATION INCLUDING, BUT NOT LIMITED TO, STREET GRADES, UTILITIES, PROPERTY LINES, LIMITS OF ROADWAYS, CURBS AND GUTTERS TAKEN FROM THE SURVEYORS DEAWINGS.
- 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 72 HOURS IN ADVANCE.
- CONTRACTOR SHALL PROWDE MOCKUPS AND SHOP DRAWINGS TO THE OWNER'S REPRESENTATIVE FOR REVIEW PROF TO CONSTRUCTION. ALL IMPROVEMENTS SHALL BE CONSTRUCT 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. 19
 - 20. ALL GRADING SHALL BE SMOOTH AND EVEN IN ALL ELEVATION TRANSITION AND VOID OF DEPRESSIONS AND SUFFACE IRREGULARITIES, ALL PROPOSED WORK SHALL BLEND UNFORMLY WITH EXISTING SITE CONDITIONS, PROVIDING SMOOTH TRANSITIONS TO NEW CONSTRUCTION.
- ALL WALL TOPS AND BENCH TOPS ARE LEVEL UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- 22. 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, PAYING, WALLS AND SITE FURNISHING PLANS, AND PLANTING PLANS FOR ADDITIONAL NOTES AND OTHER PERTINENT INFORMATION.

Peter Rose

Partners

242 E Berkeley St, 5F Boston, MA 02118 tel 617,494 0202; fax 611

Structural Engineer: RSE Associates Inc. 63 Peasant Street Suite 300 Waterfown, MA 02472 T. 617-926-9300

- 24. 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 5.00% UNLESS OTHERWISE INDICATED.
- 26. ALL SLOPES IN LANDSCAPE AREAS SHALL BE A MINIMUM OF 2.0% UNLESS OTHERWISE INDICATED
- 27. 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.
- 28. ANYTHING MENTIONED IN THE TECHNICAL SPECIFICATIONS AND NOT SHOWN ON THE DRAWNINGS, ORS SHOWN ON THE DRAWNINGS AND NOT MENTIONED IN THE TECHNICAL. IS PECIFICATIONS SHALL BE OF LIKE EFFECT AS IF SHOWN ON, OR MENTIONED IN BOTH CASE OF DISCREANLY IN DRAWNINGS OR TECHNICAL SPECIFICATIONS. THE MATTER SHALL BE MIMEDIATELY SUBMITTED TO THE OWNERS REPRESENTATIVE; WITHOUT THE OWNER REPRESENTATIVES DECISION, SAID DISCREPANCY SHALL NOT BE ADJUSTED BY THE CONTRACTOR.

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

MEP Engineer: Energy 1 47 Town Center Ave. Big SKY, MT 59730 T: 406-587-2917

- 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 PAYING ABUT'S EXISTING CONCRETE PAYING BUILDINGS, CHESB AND WALLS UNLESS CHERWISE NOTED, PROVIDE CONCRETE PAYING BUILDINGS, CHESB AND WALLS UNLESS CHERWISE NOTED, PROVIDE CONTROL JOINTS EVENLY SPACED BETWEEN ISOLATION JOINTS AS SHOWN ON DRAWINGS 29
- 30. LIMITS OF CONSTRUCTION (WORK) ARE NOTED ON THE DRAWINGS UNLESS OTHERWISE NOTED.
- 31. CONTRACTOR SHALL SUBMIT STAMPED, ENGINEERED SHOP DRAWINGS FOR ALL WALLS, PAYING FOUNDATIONS, DECK SYSTEMS, STEPS, ELECTRICAL SYSTEMS, AND MECHANICA SYSTEMS FOR REVIEW BY OWNERS REPRESENTATIVE PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL SUBMIT AS-BUILT OR RECORD DRAWINGS, MANUALS AND WARRANTY INFORMATION FOR ALL WORK PRIOR TO FINAL ACCEPTANCE. 32.
- 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.

CUP & BLR PERMIT

BUCKS T4 PHASE

LIMIT OF LANDSCAPE WORK LIMIT OF STRUCTURE PROPERTY LINE

SIMILAR (IF INDICATED)

SHEET NUMBER

SECTION KEY

DETAIL NUMBER

DETAIL KEY

MATCH LINE

SYMBOL

TYPE

SYMBOL

GENERAL LEGEND

NOT FOR CONSTRUCTION 12/22/2022 CUP & BLR PERMIT PACKAGE

WORK POINT, POINT OF BEGINNING **EXISTING BUILDING OUTLINE**

ALIGN

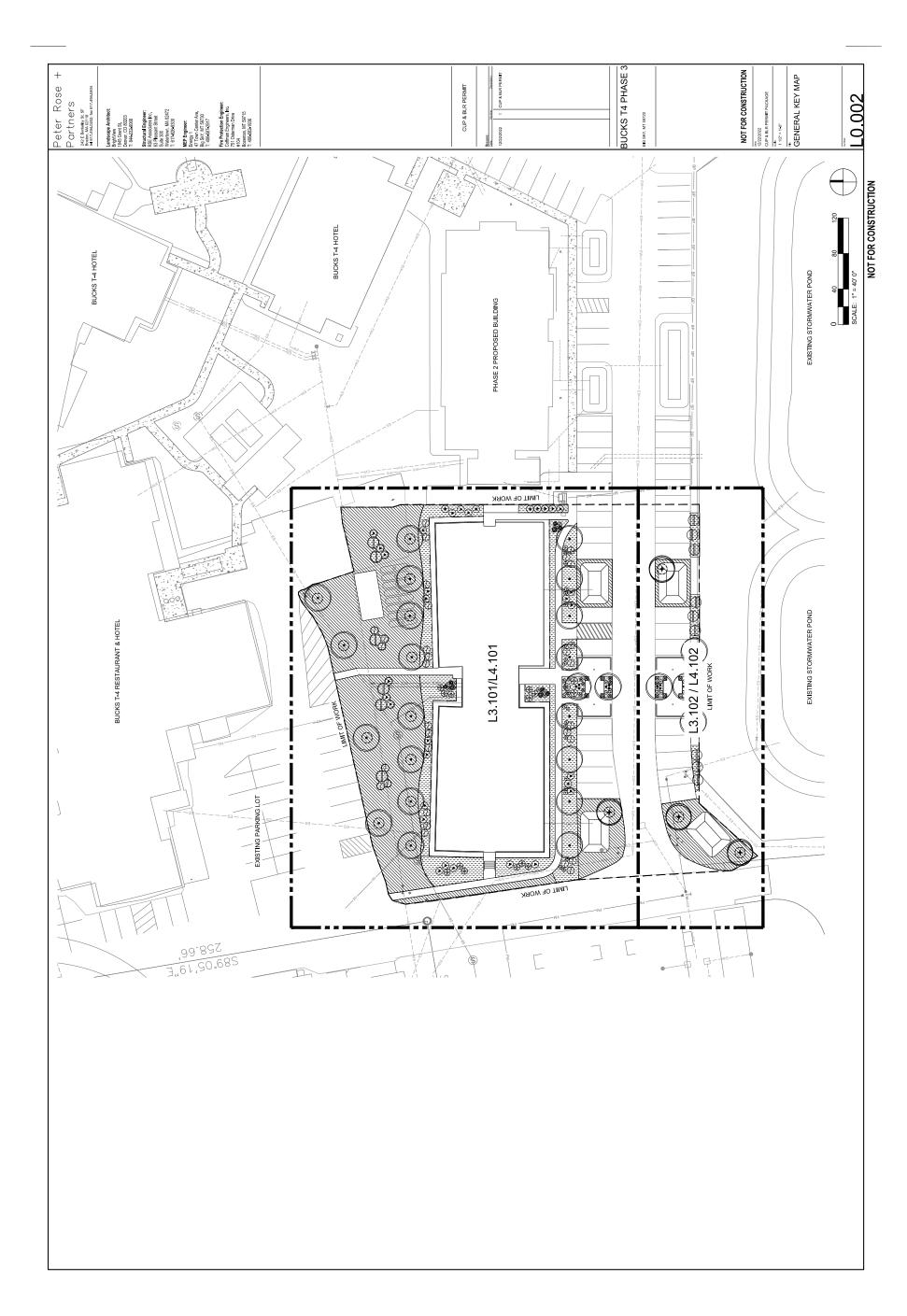
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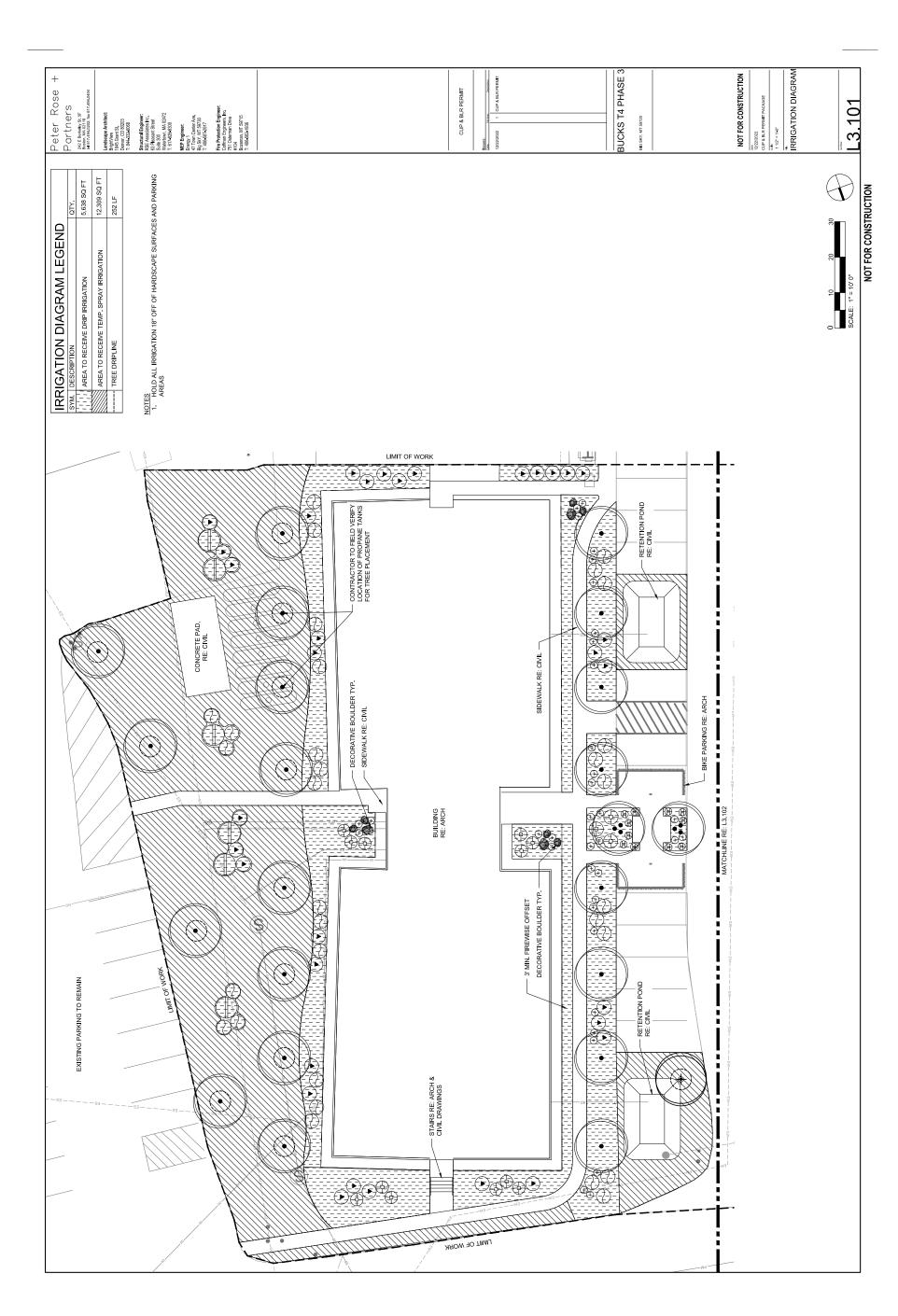
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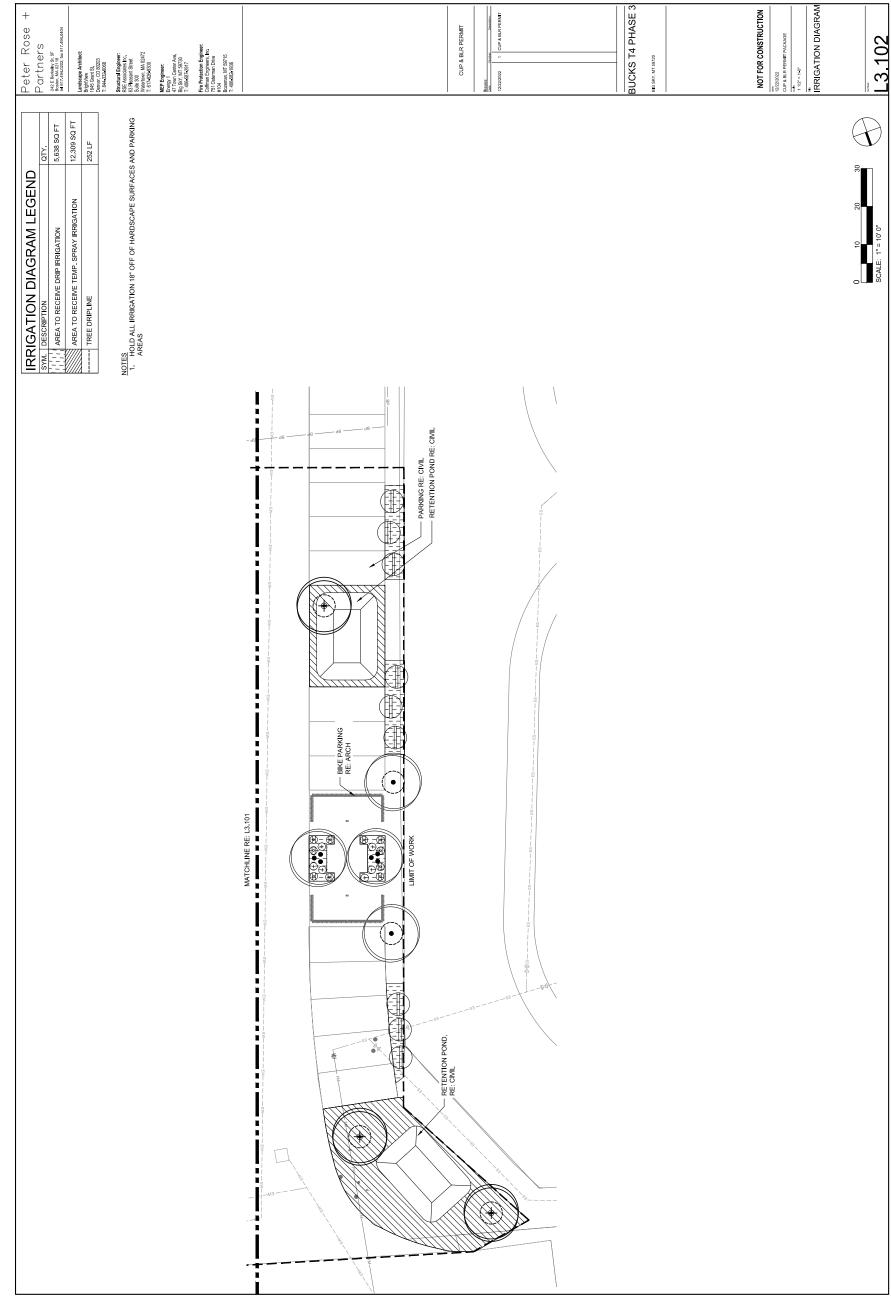
GENERAL NOTES & LEGEND

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SLOPE, PERCENTAGE, DIRECTION OF FLOW







NOT FOR CONSTRUCTION

Peter Rose

- CONTRACTOR SHALL BECOME FAMILIAR WITH EXISTING SITE CONDITIONS, LAYOUT GRADING AND GYNL ENGINEERING DOCUMENTS AND ALL PLANTING INFORMATION TO COORDINATE AGITUAL LOCATION OF TREES AND SHRUBS PRIOR TO INITIATING PLANTING INSTALLATION, ALL ENSITING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE PLANS.
- THE CONSTRUCTION INTATIVE CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN DRAWINGS AND FIELD CONDITIONS TO THE OWNER'S REPRESE IMMEDIATELY.

27. CONTRACTOR SHALL REPLACE REJECTED PLANT MATERIAL WITHIN TWO WEEKS OF NOTICE.

ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED, AND MEET ALL REQUIREMENTS WITHIN THE SPECIFICATIONS.

CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED AND APPROVED BY THE OWNER'S REPRESENTATIVE.

29. CONTRACTOR SHALL APPLY FERTILIZER TO ALL NEW PLANT MATERIAL.

30

- CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND SERVICES AND COOPQUINATE WITH THE OWNERS REPRESENTATIVE PRIOR TO COMMENCING EXCANATION WORKS. DAMAGE TO UNDERGROUND UTILITIES SHALL BE REPARED AT THE CONTRACTORS EXPENSE.
- WHEN CONDITIONS ON SITE ARE CONSIDERED DETRIMENTAL TO THE PLANTS, SUCH AS TRUBBLE, ONICONG WORKS OR OBSTRUCTIONS, THE CONTRACTOR SHALL AND STRY ONLEY PREPRESENTATIVE.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONSTRUCTION OF THE PROJECT IN ORDER NOT TO IMPEDE THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTORS OWN WORK,
- ALL PLANTS NOTED FOR REMOVAL SHALL BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE AT CONTRACTOR'S EXPENSE UNLESS OTHERWISE NOTED.

CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRISS SHALL BE COLLECTED AND DEPOSITED OFF-SITE DAILY. ALL MATERIAL, S. PRODUCT'S AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNER'S REPRESENTATIVE.

31.

CONTRACTOR SHALL REGRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION AND/OR INSTALLATION WORK, LANDSCAPE CONTRACTOR SHALL REPLACE (BY EQUAL SIZE AND QUALITY) ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED BY PLANT REMOVAL, RELOCATION, AND/OR INSTALLATION WORK.

33. REFER TO LANDSCAPE CONSTRUCTION DOCUMENTS FOR ADDITIONAL NOTES, SITE PREPARATION INFORMATION AND OTHER PERTINENT INFORMATION.

CONTRACTOR SHALL PREPARE OWN OLANTITY TAKEGFES FOR ALL PLANT MATERIALS AND SIZES SHOWN ON THE FOR CONSTRUCTION PLANTING DOCOMENTS. ANY QUANTITIES PROVIDED ARE FOR INFORMATION ONLY.

34

CONTRACTOR SHALL GOORDINATE ALL PLANTING WORK WITH IRRIGATION WORK.
CONTRACTOR SHALL B RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED BY
THE OWNERS REPRESENTATIVE TO SUPPLEMENT IRRIGATION WATERING AND
WATERING STATEMENT OF SHALL BE RESPONSIBLE FOR HAND
WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR
PROPOSED IRRIGATION.

EXISTING TREES SHALL BE PROTECTED AND MANTAINED IN ACCORDANCE WITH THE SPECIFICATIONS, CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING TREES CAUSED BY NEGLIGENCE.

32.

- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING EXISTING GROUNDCOVER 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 ASSIGNATED WRITH THE WORK AND INCLUDED IN THE SPECIFICATIONS. PRIOR TO COMMENCEMENT OF THE LANDSCAPE PLANTING WORK, THE CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR AT LEAST TWO ON-SITE AREAS, CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR AT LEAST TWO ON-SITE AREAS, CONTRACTOR SHALL AMEND SOIL AS RECOMMENDED BY SOIL TEST FOR LANDSCAPE USE.
- CONTRACTOR SHALL IMPORT AMENDED SOIL FROM A VENDOR APPROVED BY THE SWERFS REPRESENTATIVE MAD SHALL IMPET THE REGULEMEMENTS PER THE SPECIFICATIONS AND/OR AS IDENTIFIED BY SOIL TESTING RESULTS AND RECOMMENDATIONS. ALL TOPSOIL SHALL BE CLEAN LOAM OR SANDY LOAM THAT MEETS RECOMMENDATIONS FOR LANDSCAPE USE. 10.

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING, IN FULL, ALL PLANTING SAEAS (INCLUDING WATERING, SPRAYING, MOWING, FERTILLING, ETC.) UNTIL FINAL ACCEPTANCE BY THE OWNERS REPRESENTATIVE. CONTRACTOR SHALL WARRANT ALL PLANT MATERIAL FOR A MINIMUM OF ONE YEAR FOLLOWING ISSUE OF FINAL ACCEPTANCE IN WAITING BY THE OWNERS REPRESENTATIVE, UNLESS OTHERWISE NOTED IN THE CONTRACT DOCUMENTS REPRESENTATIVE, UNLESS OTHERWISE NOTED IN THE CONTRACT DOCUMENTS.

CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES FOR FURTHER AND COMPLETE LANDSCAPE PLANTING INSTRUCTIONS.

38. CONTRACTOR SHALL ABIDE BY MONTANA FIREWISE LANDSCAPING REQUIREMENTS.

ALL SHRUB BEDS SHALL HAVE A SHOVEL-CUT SPADED EDGE. EDGE SHALL BE UNIFORM AND CONSISTENT.

- ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1-2004. Ξ.
- 12. ALL PLANT SIZES NOTED ON THE PLANT SCHEDULE ARE MINIMUM SPECIFICATIONS. INCREASE SIZE IF NECESSARY TO CONFORM TO PLANT SIZE.
- 13. ANY TREE WITH A TRUNK FORMED "V" SHAPE CROTCH WILL BE REJECTED.
- 14. EROSION CONTROL FABRIC SHALL BE INSTALLED IN ALL SHRUB AND GROUNDCOVER PLANTING AREAS AS PER SPECIFICATIONS FOR ALL SLOPES THAT EXCEED 3:1. SEE GRADING PLANS FOR LOCATION OF SLOPES GREATER THAN 3:1.
- AS MASS PLANTING CONFIGURATION PER 15. TYPICAL SHRUB AND GROUNDCOVER PLANTINGS ARE SHOWN BEDS. PLANTS SHALL BE PLACED ON A TRIANGULAR SPACING THE PLANTING DETAILS.
 - 16. 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.
- 17. CONTRACTOR TO LOCATE PLANTING BED LINES IN FIELD FOR THE OWNER'S REPRESENTATIVE APPROVAL PRIOR TO COMMENCEMENT OF PLANTING.
- 18. ALL PLANT MATERIAL AND FINAL LOCATION OF ALL PLANT MATERIALS SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
 - 19.
- THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO ADJUST THE LOCATION OF PLANT MATERIAL DURING OR IMMEDIATELY AFTER INSTALLATION AS APPROPRAITE TO THE PROJECT. 20. CONTRACTOR SHALL CONFORM TO SPECIFICATIONS AND PLANTING DETAILS FOR STAKING METHODS, PLANT PIT DIMENSIONS, AND BACKFILL REQUIREMENTS.
- ANY SUBSTITUTIONS IN SIZE ANDIOR 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.
- RT AND DELIVERY TO OF WINDBURN ALL PLANT MATERIAL SHALL BE PROTECTED DURING TRANSPC JOB SITE WITH SHADE CLOTH OR OTHER ACCEPTABLE MEANS 22
- $23. \ \,$ THERE SHALL BE NO CHAINS OR CABLES USED ON TREES. HANDLE WITH 2" MINIMUM WIDTH NYLON STRAPS OR EQUAL. 24. CONTRACTOR SHALL FURNISH PLANT MATERIALS FREE OF PESTS, SUN SCALD, OR PLANT DISCASES, PRE-SELECTED, OR TAGGED WATERIAL MUST BE INSPECTED BY THE CONTRACTOR AND CERTIFIED PEST AND DISCASE 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. 25

Partners	24.2 betweely 51.5 br Boston, MA 02118 tell 617.494.0202; fax 617.494.0404	Landscape Architect Landscape Architect Pless Grant S. 1645 Grant S. 1 Elei-Coole S. 2 Elei-Coole S. 2 Elei-Coole S. 3 Elei-Co	Wisterborn, IAA 02472 T-614205-6300 T-614205-6300 Energy 1 47 Town Center Ann, T-405-631-631 T-405-631-631	Fire Protection Engineer. Coffman Engineer, Inc. 751 Osterman Drive #104 Bozernan MT 89715 T. 406-885-1996								CUP & BLR PERMIT		BSUMS: Descriptor Descriptor 12/22/2022 1 CUP & BLR PERMIT				BUCKS T4 PHASE 3
	SIZE	2" CAL.	2" CAL.	2" CAL.	SIZE	1 GAL 5 GAL	5 GAL	5 GAL	1 GAL	5 GAL	SIZE	1 GAL 24" O.C SPACING	SIZE	ļ		SIZE	a.com	<u>SIZE</u> 2"-3' VARIES RE: PLAN
	COMMON NAME	QUAKING ASPEN MULTI TRUNK	QUAKING ASPEN	SHOWY MOUNTAIN ASH	COMMON NAME	PLAINS COREOPSIS ISANTI RED TWIG DOGWOOD	DIABOLO® NINEBARK	GREEN MOUND ALPINE CURRANT	CARDONNA MEADOW SAGE	COMMON WHITE SNOWBERRY	COMMON NAME	KINNIKINNICK	COMMON NAME	NATIVE SEED	PRAIRIE JUNEGRASS BLUEBUNCH WHEATGRASS BLUE FLAX WESTERN YARROW SHOWY GOLDENEYE ROCKY MOUNTAIN PENSTEMON	COMMON NAME	1.5" RIVER ROCK, 3" DEPTH COLOR: BOZEMAN WEBSITE: valleysandandgravelhelena.com	E
	BOTANICAL NAME	POPULUS TREMULOIDES	POPULUS TREMULOIDES	SORBUS DECORA	BOTANICAL NAME	COREOPSIS TINCTORIA CORNIUS SERICEA ISANTI	PHYSOCARPUS OPULIFOLIUS 'MONLO'	RIBES ALPINUM 'GREEN MOUND'	SALVIA NEMOROSA 'CARADONNA'	SYMPHORICARPOS ALBUS	BOTANICAL NAME	ARCTOSTAPHYLOS UVA-URSI	BOTANICAL NAME	NATIVE SEED	KOELERIA MACRANTHA PSEDORGGEGNERIA SPICATA LINUM EEWISII ACHILLEA MILLEFOLIUM HELIOMERIS MULTIFLORA PENSTEMON STRICTUS	BOTANICAL NAME	ROCK MULCH	DECORATIVE BOULDER WEBSTIE: valleysandandgravelhelena.com
	<u>∑TQ</u>	22	4	4	QTY	24 2	15	15	21	34	<u>QTY</u>	160	ΔŢ	13,835 SF	1.5 LBS/AC 8.9 LBS/AC 1 LB/AC 1 LB/AC 25 LB/AC 1 LB/AC	Δ	3,281 SF	<u>aTY</u>
DULE	CODE	Ы	PT2	SD	CODE	د دا	BB	RG	SC	SA	CODE	ΑU	CODE	Ϋ́		CODE	×	
PLANT SCHEDULE	TREES		•:	*	SHRUBS	⊕ ((⊕	•	•	GROUND COVERS		SEED MIX			HARDSCAPE		

CUP & BLR PERMIT		12/22/2022 1 CUP & BLR PERMIT				BUCKS T4 PHASE 3	
SPACING	SIZE	!		SIZE	na.com	<u>SIZE</u> 2-3 VARIES RE: PLAN	
	COMMON NAME	NATIVE SEED	PRAIRIE JUNEGRASS BLUEBUNCH WHEATGRASS BLUE FLAX WESTERN YAROW SHOWY GOLDENEYE ROCKY MOUNTAIN PENSTEMON	COMMON NAME	1.5" RIVER ROCK, 3" DEPTH COLOR: BOZEMAN WEBSITE: valleysandandgravelhelena.com		
	BOTANICAL NAME	NATIVE SEED	KOELERIA MACRANTHA PSEDONGGENERA SPICATA LINUM LEWISII ACHILLER MILLEFOLUM HELIOMERIS MULTFLORA PENSTEMON STRICTUS	BOTANICAL NAME	ROCK MULCH	DECORATIVE BOULDER WEBSTIE: valleysandandgravelhelena.com	
	QTY	13,835 SF	1.5 LBS/AC 8.9 LBS/AC 1 LB/AC 1 LB/AC 25 LB/AC 1 LB/AC	QTY	3,281 SF	9	
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1 CUP & BLR PERMIT				BUCKS T4 PHASE 3	
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ļ		SIZE	lena.com	SIZE 2'-3' VARIES RE: PLAN	
NATIVE SEED	PRAIRIE JUNEGRASS BLUEBUNCH WHEATGRASS BLUE FLAX WESTERN YARROW SHONY GOLDENEYE ROCKY MOUNTAIN PENSTEMON	COMMON NAME	1.5" RIVER ROCK, 3" DEPTH COLOR: BOZEMAN WEBSITE: valleysandandgravelhelena.com		
NATIVE SEED	KOELERIA MACRANTHA PSEDORGGENERIA SPICATA LINUM EWISII ACHILLEA MILLEFOLIUM HELIOMERIS MULTIFICORA PENSTEMON STRGTUS	BOTANICAL NAME	ROCK MULCH	DECORATIVE BOULDER WEBSTIE: valleysandandgravelhelena.com	
13,835 SF	1.5 LBS/AC 8.9 LBS/AC 1 LB/AC 1 LB/AC 25 LB/AC 1 LB/AC		3,281 SF	<u>Σ</u> 6	
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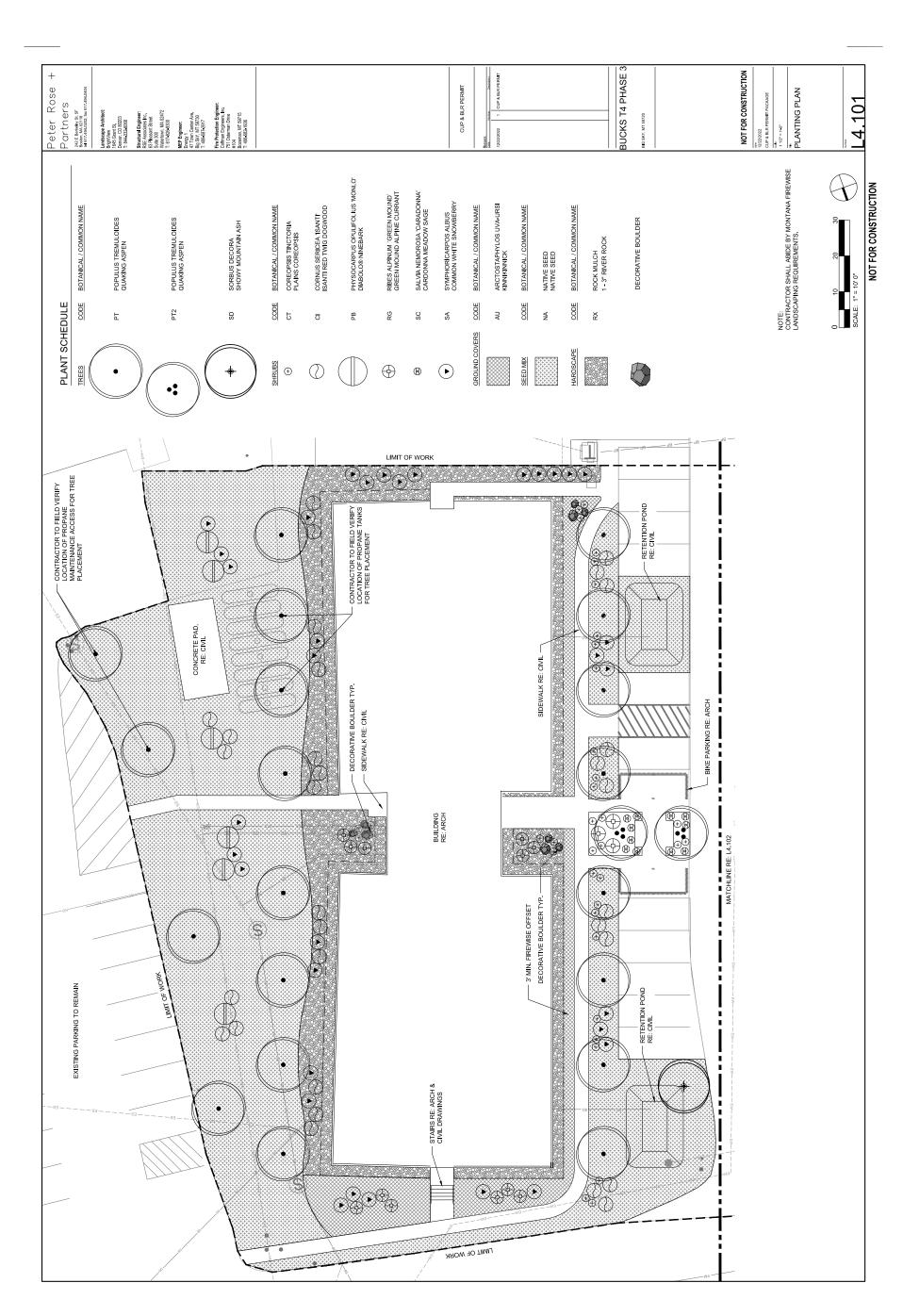
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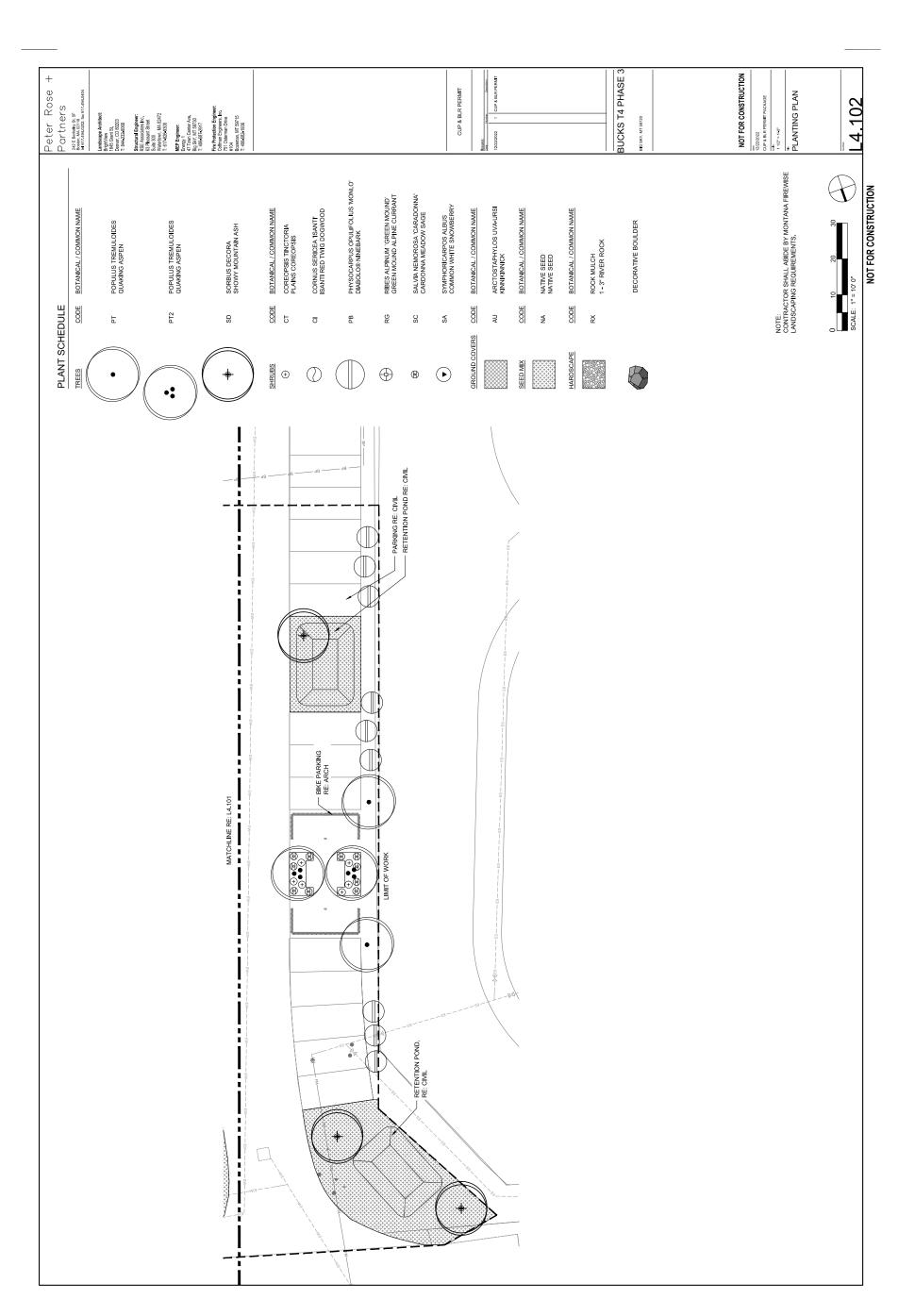
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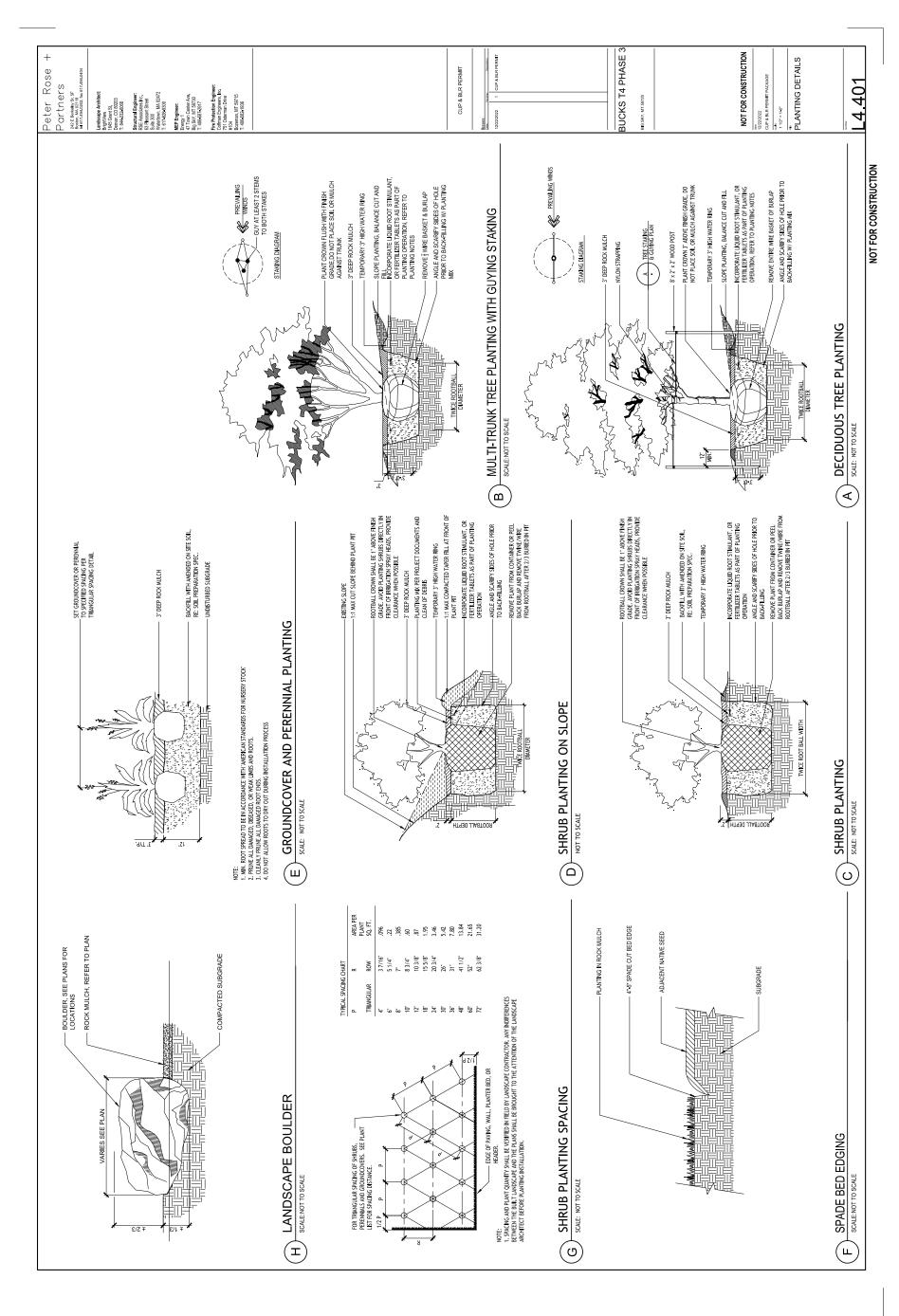
12/22/2022 CUP & BLR PERMIT PACKAGE

1 1/2" = 1° 0"

PLANTING NOTES & LEGEND







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 exc	ceed a 1	0% grade, in addition to other standards found <u>HERE</u> , per Big Sky Fire District
	± 0	-	over 1,000 ft from a firefighting water supply must have a sprinkler system per
			nitted and approved by Big Sky Fire prior to installation. <u>Sprinkler Plans</u>
Owi	ner Name, Address,		HF Buck's T-4, LLC / PO BOX 160040 BIG SKY, MT 59716
Pho	ne #, Email Address	s:	/ bdominick@lonemountainland.com
Bui	lder Name, Phone	ייי עמייי	

#, Ema	il Address:			
ty ion	Address, County	46625 Gallatin Rd. Big Sky, MT	59716 - Gallatin	
pt pt	Lat / Long:	-111.25256230647298 / 45.245	61409055392	
Prop Leg Jescri	Subdivision:	Minor Sub 373	Block:	Lot:

Length & Width of Driveway:			Average & Maximum Driveway Grade %	1
Fire Sprinkler System: Yes		Sprinkler Plans Submitted to BSFD: Yes		
Distance from Firefighting Water Supply (hydrant or improved 25				

Distance from Firefighting Water Supply (hydrant or improved draft site):

Road:

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

Signature: Submitted by: Mason Tuttle PE

Date: December 23, 2022 2:41 PM Relationship to Project: Civil Engineer

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

Email Address: mtuttle@m-m.net

Important Items:

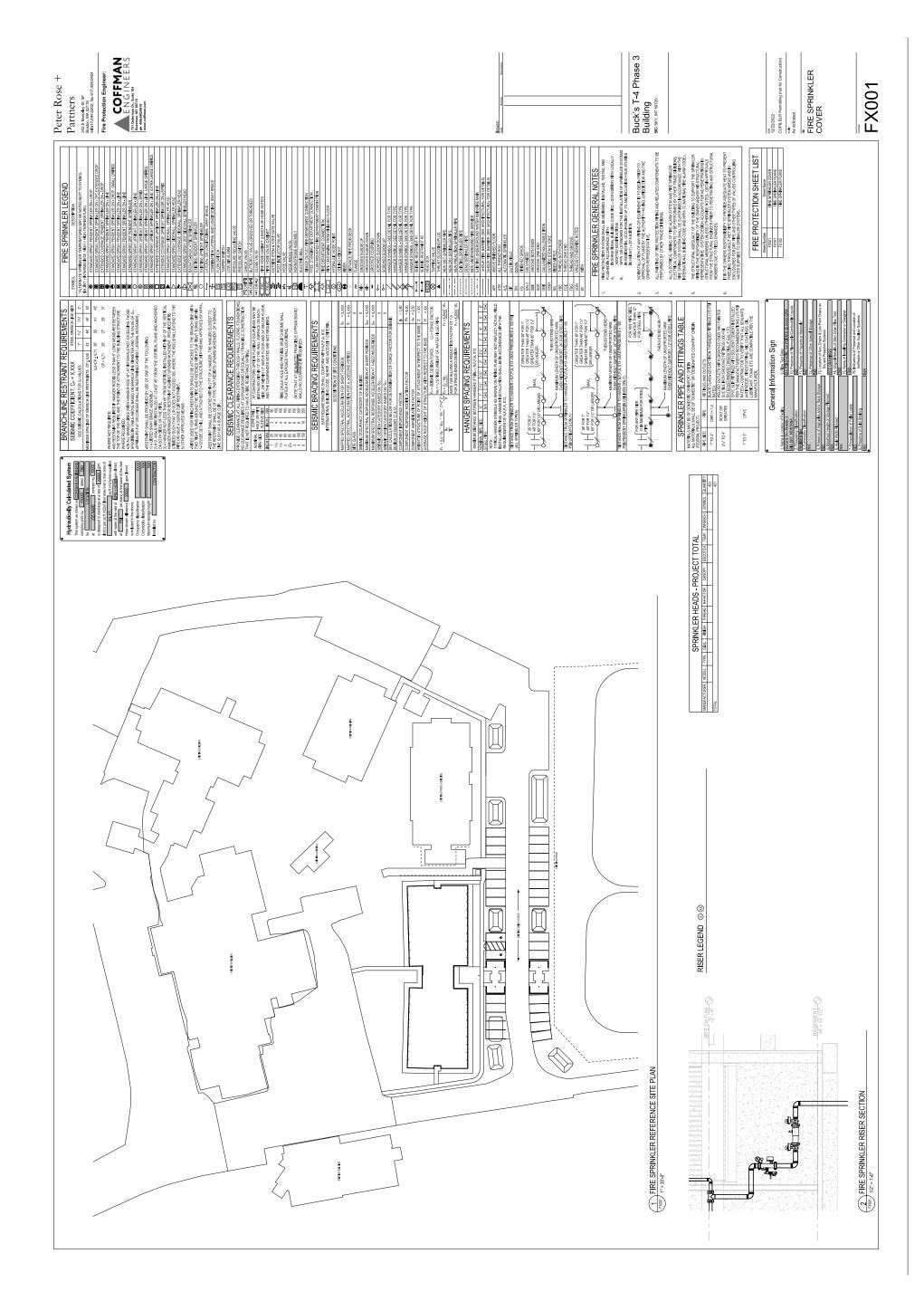
Thank you for keeping your home and property safe and for helping us stay safe and assist you in the event of an
emergency. If you have questions or need further assistance, please do not hesitate to call 406-995-2100 to speak to
Deputy Fire Marshal, Crystal Beckman.

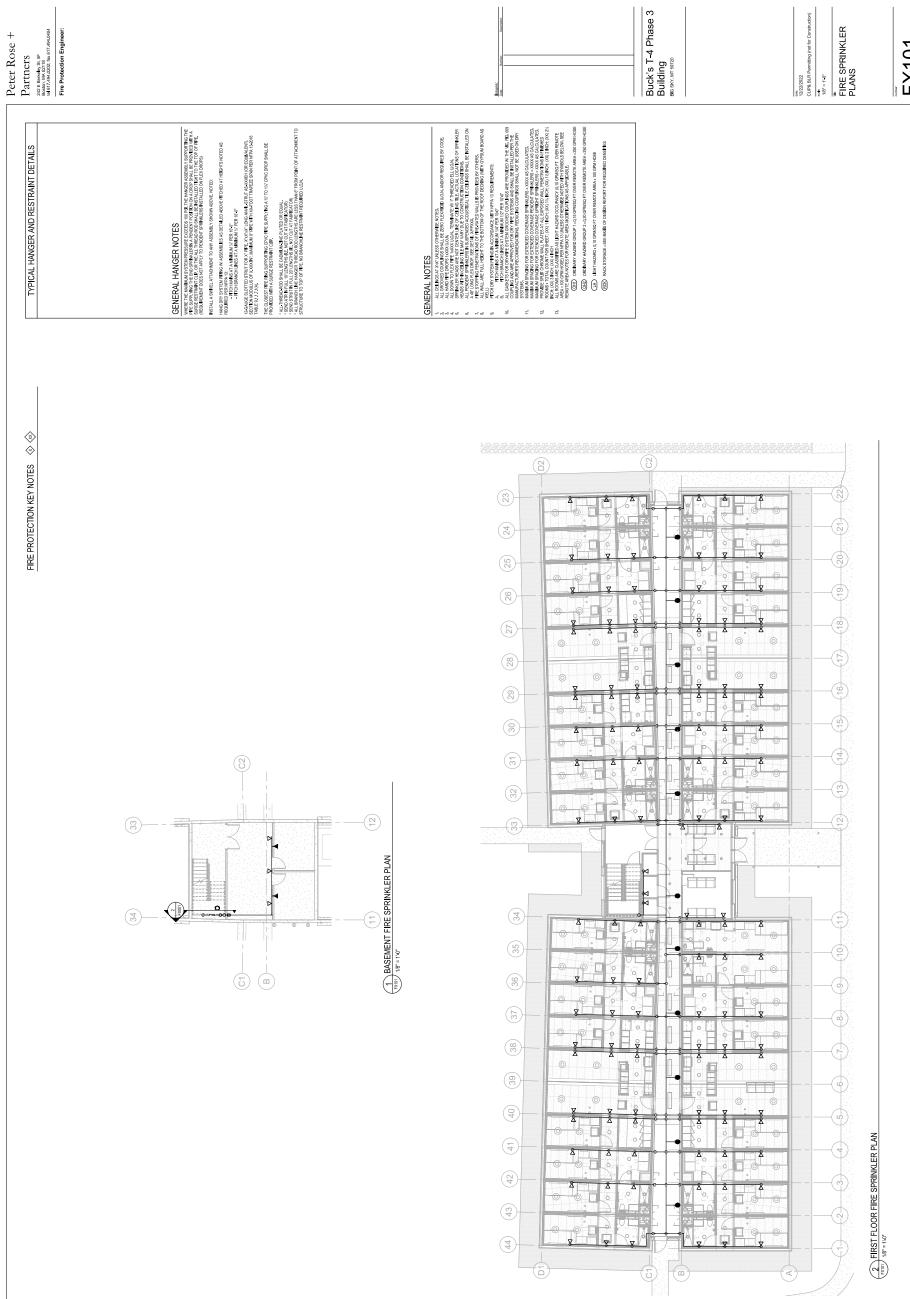
This permit is valid for 46625 Gallatin Rd. Big Sky, MT 59716 Gallatin with signature affixed to the document:

1/3/23

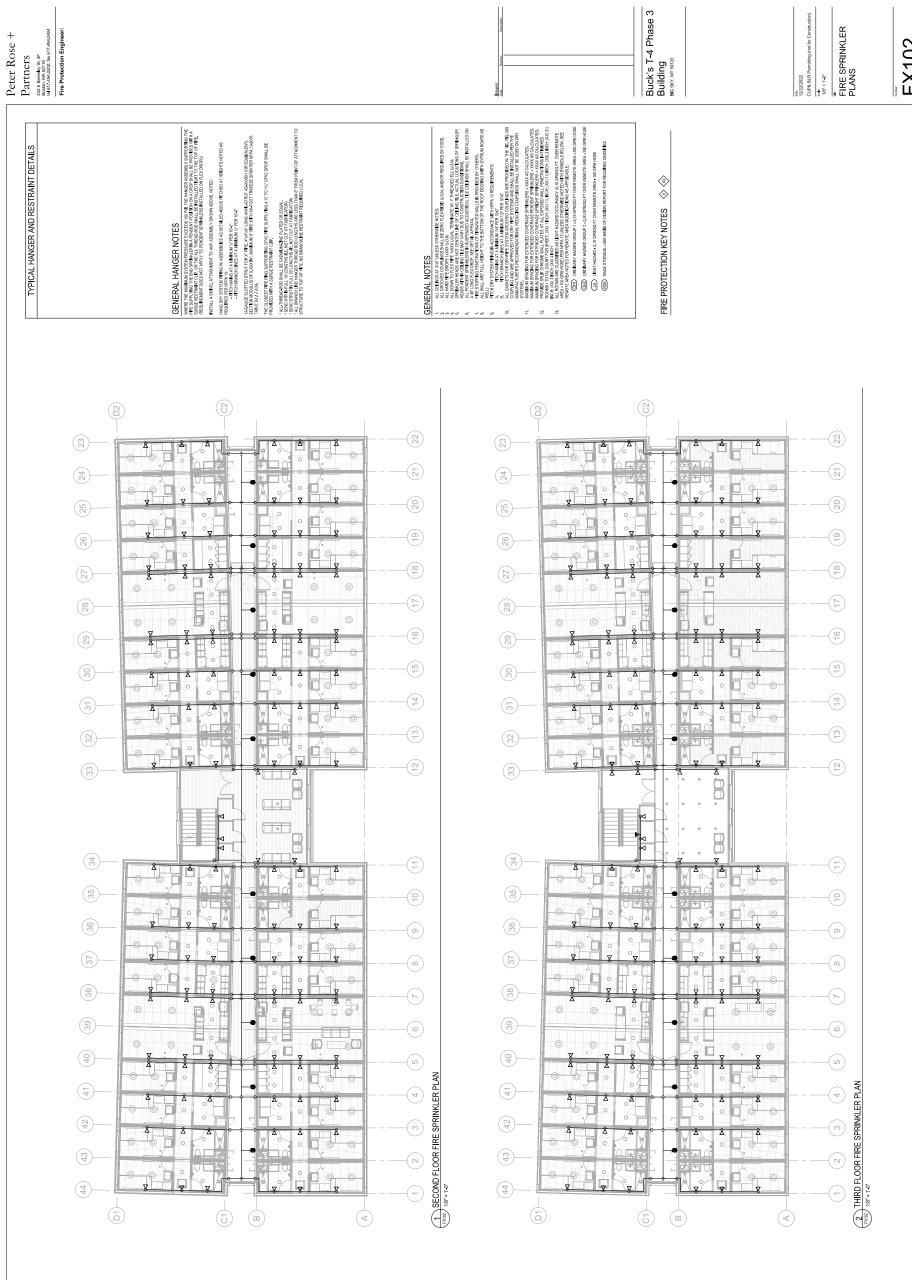
Dustin Tetrault, Deputy Chief / Fire Marshal Date

Notes:

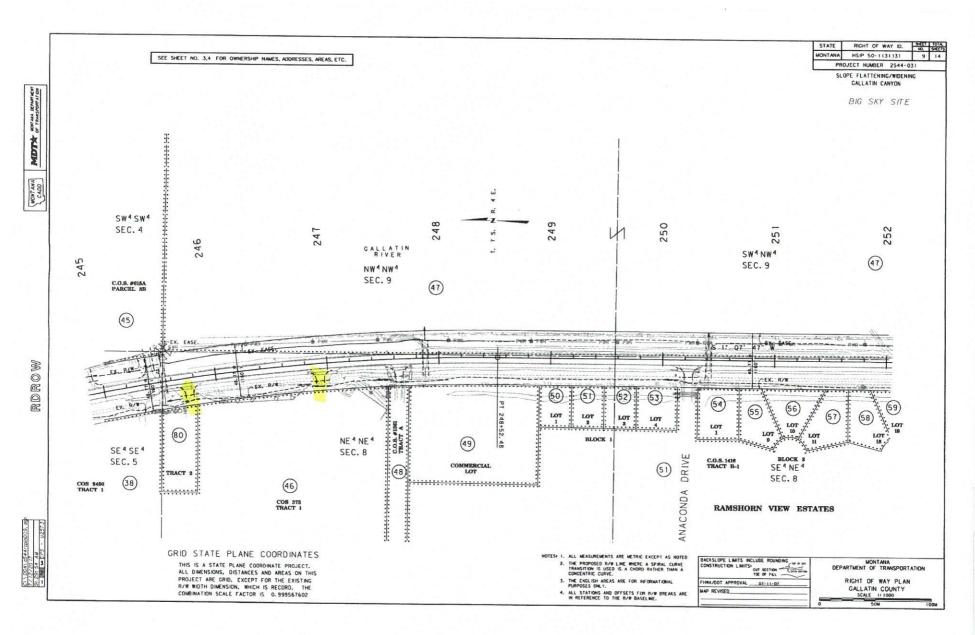




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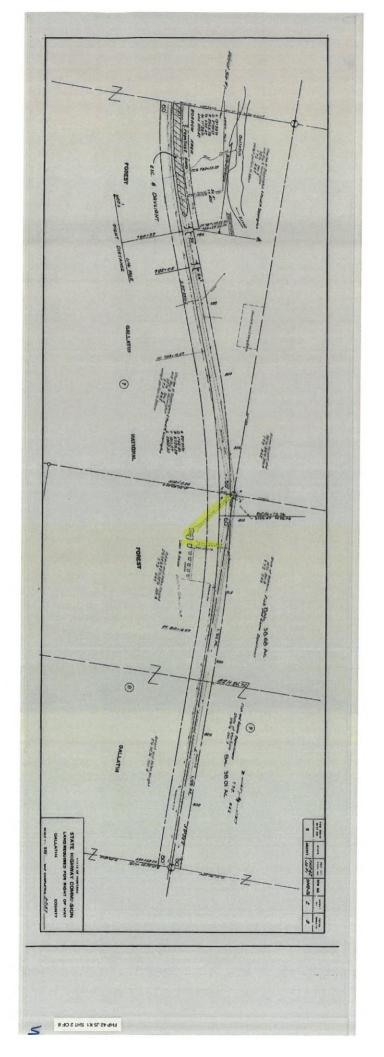


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BACCLUSCRICE • REVIOUS PROSECT

HSIP 50-1(31)31 SHT9 OF 14



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

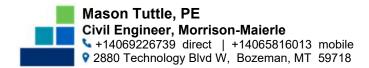
ROW Maps.pdf; Trip Gen Memo.pdf

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.



From: Mason Tuttle

Sent: Thursday, June 1, 2023 11:05 AM

To: tejones@mt.gov

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 Ted,

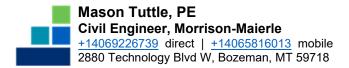
Thank you for taking my call today. As I mentioned, we are working on a project to construct a new 12-unit employee housing building at Buck's T-4 which is located on Tract 1 of Minor Subdivision 373 approximately 1.3 miles south of the intersection of Lone Mountain Trail and U.S. Highway 191 in Big Sky. As part of the County review process we are requesting input from MDT regarding applicable access, encroachments, and systems-impacts as they relate to County permitting such as the Buildings for Lease or Rent application process. 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.

Don't hesitate to let me know if you have any questions or need more information.

Thank you,

Mason



A 100% Employee-Owned Company

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

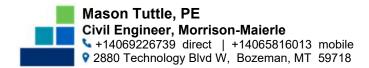
ROW Maps.pdf; Trip Gen Memo.pdf

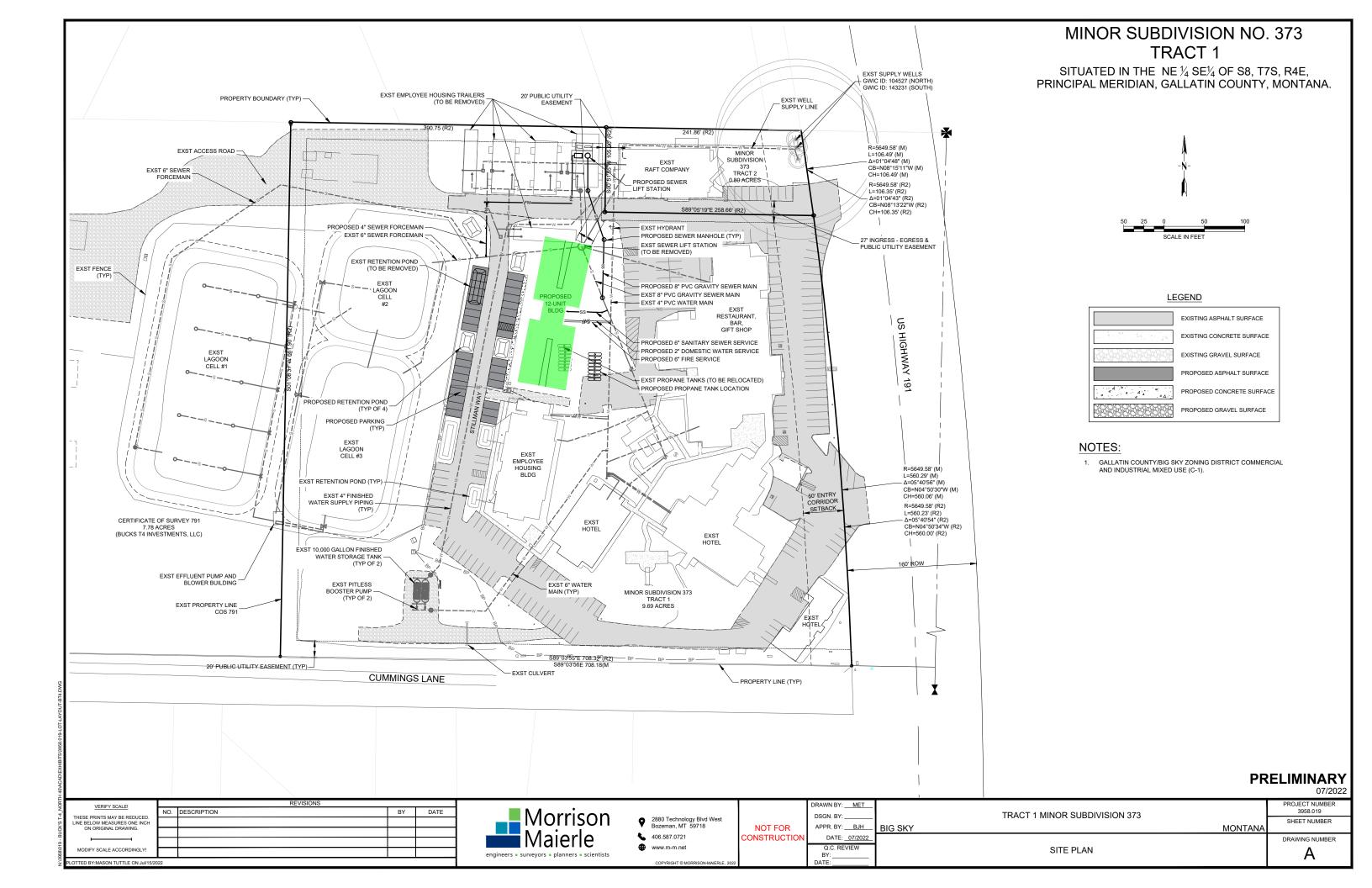
Hello Kyle,

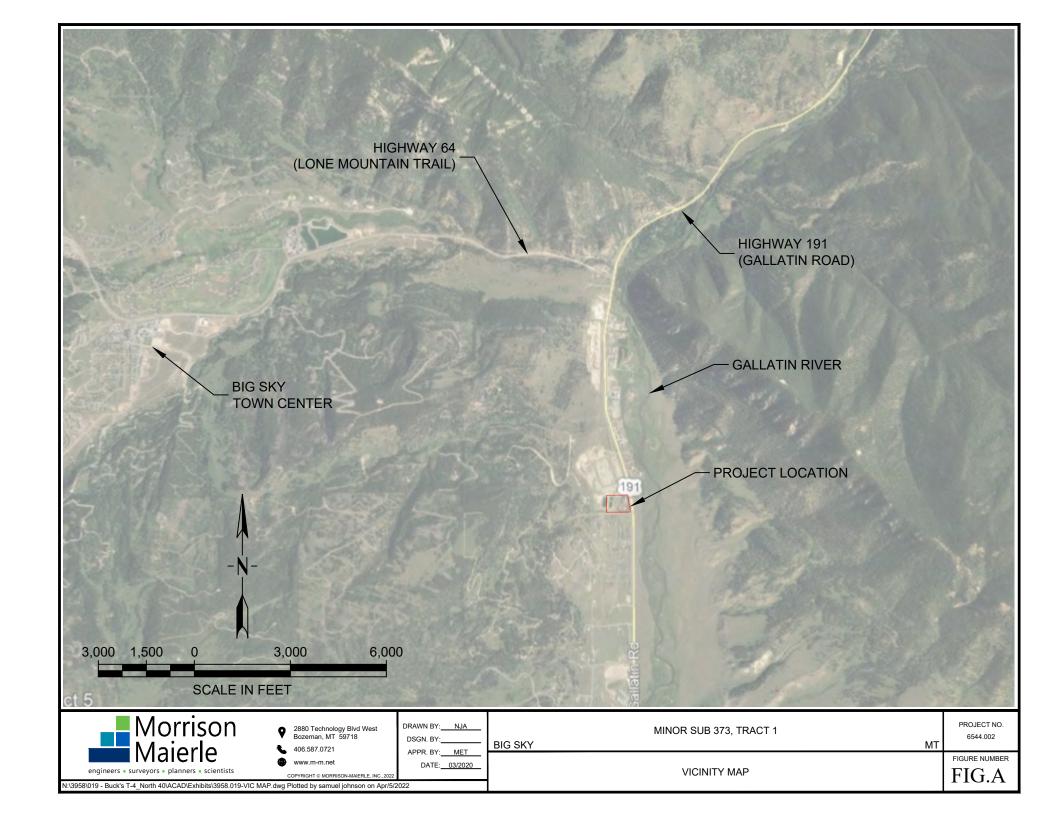
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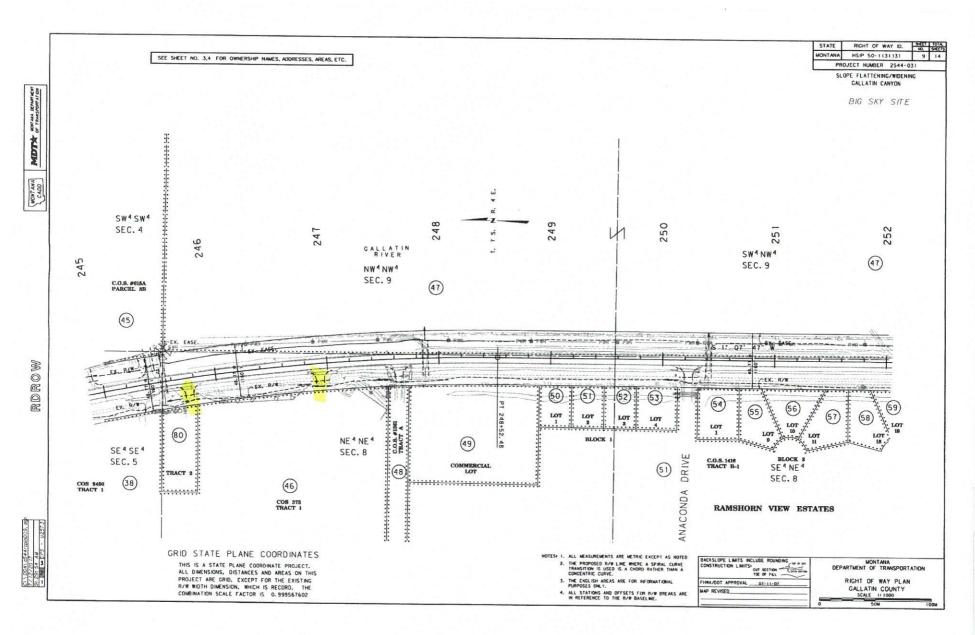
Attached please find a vicinity map, site plan showing the proposed building (highlighted in green), MDT right-of-way maps, and a trip generation estimate. Since the proposed building is estimated to generate less than 500 average daily trips, we are not proposing to perform a Traffic Impact Study.

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.



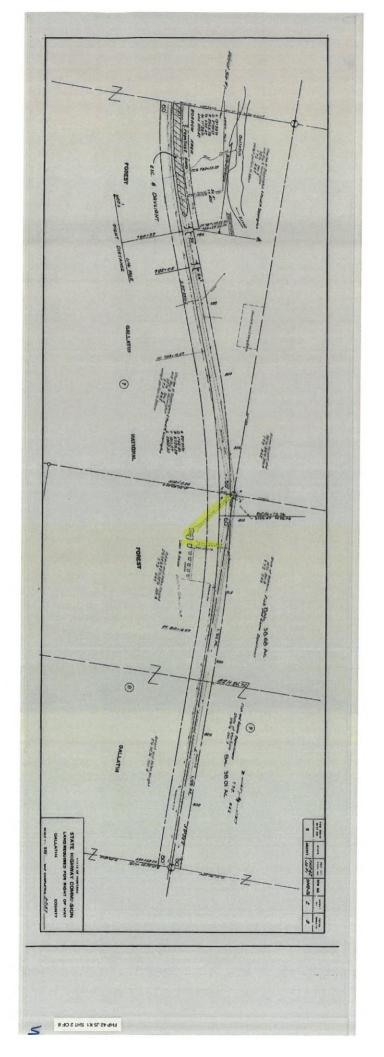






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HSIP 50-1(31)31 SHT9 OF 14



TECHNICAL MEMORANDUM

Buck's T-4 12-Unit Building Trip Generation Estimate

PREPARED BY:

Brad Hammerquist, P.E.

DATE:

July 15, 2022



Proposed Development

The proposed development includes the construction of a 12-Unit Workforce Housing building on the Tract 1 of Minor Subdivision 373. Tract 1 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 an existing 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). It is understood that the existing uses, structures, and site configuration predominately existed prior to the creation of Minor Subdivision 373 in 2005. The purpose of this memorandum is to summarize a trip generation estimate that was performed for the proposed 12-Unit building.

Development Trip Generation

Trip generation is a measure or forecast of the number of trips that begin or end at the development site. The traffic generated is a function of the extent and type of proposed development. This estimate utilized trip generation rates found in Trip Generation, 9th Edition published by the Institute of Transportation Engineers (ITE). Average vehicle trip ends (Trip ends are defined as a single or one-directional travel movement with either the origin or the destination of the trip inside the study site.) were estimated using Land Use Code 220 – Apartment.

For the apartment land use, the unit of persons was used to estimate trip generation for the proposed development. The total estimated trip generation for the proposed development is provided in Table 1 below. The proposed development generates an estimated 196 average weekday trips. Table 2 summarizes the Land Use Code calculations that were used.

Table	e 1 Estimated Trip Gen	eration Su	mmary		
Land Use Description	Independent Variable	Units	Averag Enter	e Weekda Exit	Trips Total
Apartment ¹	Dwelling Units	12	98	98	196

Table 2 Estimated Trip Generation Calculations					
¹ Apartment - ITE Land Use Code 220 <i>Independent Variable: Dwelling Units</i>					
Average Vehicle Trip Ends On a:	Fitted Curve Trip Generation Rate Equation: T = 6.06(X) + 123.56	Directional Distribution:	Coefficient of Determination:		
Weekday	T = Average Vehicle Trip Ends X = Independent Variable Units	50% Entering 50% Exiting	$R^2 = 0.87$		

¹Source: Trip Generation Manual, 9th Edition - Volume 2: Data, Institute of Transportation Engineers (Washington, DC), 2012

Lot 1 Minor Subdivision 373A Buildings for Rent or Lease Application – Workforce Housing Dormitory

The following narrative is intended to address parking related requirements outlined in Section 27 of the Gallatin Canyon/Big Sky Zoning Regulations. The blue text following each sub-section below addresses each requirement as they relate to the BLR application for this project submitted on 1/31/2023.

SECTION 27 PARKING

- 27.1 <u>Purpose</u>: The purpose of these standards is to prevent traffic congestion by requiring provision of adequate Off-street Parking and loading areas.
- 27.2 Off-Street Parking Required: All Uses and Structures shall provide the minimum number of Off-street Parking Spaces required by Table 27.1. Parking Lots shall be properly graded and drained, paved surfaces and parking spaces shall be at least nine (9) feet by 18 feet in size for parking of any motor vehicle. A storm water runoff management plan will be required for any Parking Lot of more than 20,000 square feet in size.

There are 13 units in the proposed building. Based on Table 27.1, the 13 units will require 26 Off-Street Parking Spaces. As shown in the Site Plan, there are 31 new Off-Street Parking Spaces proposed exceeding the minimum requirement of this section. The new spaces are nine (9) feet by twenty (20) feet. The paved parking area is designed to drain stormwater runoff to designated stormwater handling facilities at the site. A storm water runoff management plan for this project has been reviewed and approved by DEQ, however a plan is not required by zoning in this case since the proposed Parking Lot is <20,000 square feet in area.

27.3 Off-Street Parking Requirements for Uses Not Listed: The classification of Uses and the Off-street Parking requirements for Uses not listed in Table 27.1 shall be determined by the Zoning Enforcement Agent. Any person who disputes a decision of the Zoning Enforcement Agent may request a review of that decision using the appeals procedure of the Gallatin County "Part 1" Zoning Administrative Regulation.

The use is listed in Table 27.1.

27.4 <u>Location of Off-Street Parking</u>: Off-street Parking shall be located on the same Lot or within 600 feet of the Structure or Use served, except for spaces serving a Dwelling Unit, which shall be within 100 feet of the Dwelling Unit.

All proposed Off-Street Parking is within 100 feet of the dwelling units.

- 27.5 <u>Shared Parking</u>: Two (2) or more Uses may share parking where:
 - a. The parties sharing parking spaces must enter into a long-term joint use agreement only revocable with Planning and Zoning Commission approval, running with the term of the designated Uses.
 - b. The Structure(s) or Use(s) for which application is being made to utilize the Offstreet Parking facilities provided by another Structure or Use must be located within 600 feet of such parking facilities as measured by the route of travel from the nearest parking space to the commonly used entrance of the Principal Use served.
 - c. The applicant must demonstrate that there is no substantial overlap in the operating hours of the Structures or Uses for which joint use of Off-street Parking facilities is proposed.

d. A properly drawn legal instrument, executed by the parties concerned for joint use of Off-street Parking facilities, duly approved as to form and manner of execution by the County Attorney, must be filed with the Gallatin County Clerk and Recorder.

There is no shared parking proposed with this project.

27.6 Reduction of Required Parking:

- a. The Planning and Zoning Commission may authorize a reduction in the number of required parking spaces if the above shared parking conditions are met.
- b. Up to 30 percent of the required parking spaces may be reduced through the Conditional Use Permit or Planned Unit Development process if the applicant provides water runoff and/or quality protection measures, including, but not limited to: pervious pavers, bioswales, additional plantings of native vegetation, or water retention and filtration systems. Parking reduction applications must meet the following requirements:
 - 1. Applications for parking reductions must provide evidence that the mitigation proposed will limit water runoff and improve local water quality.
 - 2. Prior to construction of any Parking Lot with a parking reduction a document must be recorded with the County Clerk and Recorder's Office providing for the perpetual provision and maintenance of the water runoff and protection measures.
 - 3. Water runoff and protection measures shall be constructed prior to the use of the Parking Lot.
 - 4. Any modification to the proposed water runoff and/or protection measures shall require a modified Conditional Use Permit or Planned Unit Development.
 - 5. All Parking Lots requesting parking reductions may use an alternate surface to asphalt paving but must be reinforced in such a way that the surface material of the Parking Lot does not erode and the parking surface remains stable under normal Parking Lot use and weather conditions. Pervious pavers, green and/or reinforced grass Parking Lots are permitted, however dirt or gravel Parking Lots are not permitted.
 - 6. The Planning and Zoning Commission may require paving, curb and gutter and striping of the Parking Lot as conditions of approval with any parking reduction approval.
 - 7. Water runoff and protection measures shall not be used for snow storage. Separate snow storage facilities/areas must be provided with all parking reduction applications.
- c. Parking reductions do not authorize a reduction in the number of accessible parking spaces as required by the Americans with Disabilities Act (ADA).

There are no parking reductions proposed with this project.

27.7 <u>Passenger Loading Areas</u>: Childcare Facilities and Schools, shall provide at least one (1) safe, properly signed off-street passenger loading area of at least nine (9) feet by 18 feet.

The proposed project does not include Childcare Facilities or Schools.

27.8 <u>Freight Loading Areas</u>: Commercial and Industrial Structures and Uses shall provide one (1) safe, properly signed off-street freight loading area for each 10,000 square feet of Floor Area and/or outdoor storage area. Off-street freight loading areas shall be on the same Lot

and under the same ownership as the Structure or Use they serve, be designed to accommodate the largest vehicle that may reasonably be anticipated, and have the following minimum dimensions:

- a. Vertical clearance of 14 feet.
- b. Width of 12 feet.
- c. Depth or length of 35 feet.

No vehicle parked in an off-street freight loading area shall extend into a roadway.

The proposed building is not Commercial or Industrial, so no Freight Loading Areas are proposed.

27.9 Access to Off-Street Parking and Loading Areas: Properly graded and drained driveways shall be provided for safe access to Off-street Parking and loading areas, including the Off-street Parking for Single-family Dwelling Units. No parking or loading area shall create a situation in which vehicles are required to back onto a roadway. Parking areas for Single-family Dwelling Units with access to local and collector roadways are exempt from this requirement.

The access to the Off-Street Parking has been designed to drain storm water runoff. A storm water runoff management plan for this project, which includes the parking access, has been reviewed and approved by DEQ. The access is from the Buck's T-4 parking lot and is a safe distance (~400') from Highway 191.

- 27.10 <u>Circulation in Off-street Parking Areas</u>: The pattern of circulation within Parking Lots shall be designed to provide safe and efficient access to individual parking spaces, protect pedestrians moving through the Parking Lot, and facilitate safe access to roadways.
 - a. Minimum aisle widths shall be as follows:

Two way circulation and 90° parking: 24 feet.

One-way/ two-way circulation and 60° parking: 16/21 feet.

One-way/ two-way circulation and 45° parking: 13/18 feet.

One-way/ two-way circulation and 30° parking: 13/18 feet.

The aisle within the proposed parking area is 24 feet with two-way circulation and 90-degree parking.

b. Where one-way circulation is used, directional Signs shall be installed at all access points to the Parking Lot.

There are no one-way circulation areas proposed with this project.

c. No Parking Lot shall be designed so that circulation from one portion of the area to another relies on a roadway.

Circulation from one portion of the area to another will not rely on a roadway. All proposed parking is connected by a drive aisle meeting requirement of this section.

d. Concrete sidewalks a minimum of three (3) feet in width must be provided between any existing or proposed Structure and adjacent Parking Lot.

A proposed concrete sidewalk four (4) feet in width is provided between the proposed structure and associated parking as shown on the Site Plan.

e. All Parking Lots shall provide adequate snow storage and removal space. Snow

storage areas shall be located away from sidewalks, driveways, entries and exits.

Proposed snow storage area totaling 4,230 square feet is provided and located away from sidewalks, driveways, entries and exits as shown on the Site Plan.

f. A landscape border not less than 15 feet wide shall be provided around the perimeter of all Parking Lots.

Proposed and existing landscape borders the parking area and exceeds 15 feet as shown on the Site Plan.

g. In any Parking Lot which includes more than 15 spaces, 10 percent of all Parking Lot area shall be used for internal Landscaping.

Internal landscaping is provided as shown on the Site Plan. The total area of internal landscaping is 15.1% exceeding the requirements of this section.

h. Parking Lots shall be designed so that a landscaped area separates every 10 spaces.

The maximum number of uninterrupted spaces is nine (9) in the proposed parking area. Landscape area separates spaces in groups of nine (9) or fewer exceeding the requirements of this section.

i. Total parking areas shall be broken into sections that do not exceed 40 cars each. Each section shall be separated by Landscaping and traffic circulation lanes.

This section is not applicable since the total parking spaces proposed is less than 40.

 j. Landscaped areas shall be designed to accommodate snow piles without damage to Landscaping.

Snow storage areas are located where landscaped areas consisting of lawn and trees that are not susceptible to damage from snow piles.

k. All Parking Lot landscape areas shall be landscaped with a combination of trees, shrubs and ground covers.

The proposed landscape areas at the parking area will contain a combination of trees, shrubs, and groundcover as shown on the landscape plans submitted with the BLR application.

 Required Landscaping must be maintained in a healthy, growing condition at all times.

The landscaping plans include irrigation systems intended to maintain the landscaping in a healthy, growing condition at all times. The Buck's T-4 facility has full-time maintenance staff that maintain landscaping on the property and ensure the irrigation systems are functioning properly.

m. Required Landscaping must be native, drought and fire-resistant plantings.

The landscaping plans include native, drought and fire-resistance plantings and hardscape as shown on Sheet L4.001. The plans also include fire-resistant hardscape around the structure in addition to a 3-foot minimum firewise offset as shown on Sheet L4.101.

Parking and Landscape plans have been submitted with this BLR application in accordance with the requirements of the Gallatin Canyon/Big Sky Zoning Regulation.

Table 27.1: Minimum Parking Space Standards

Land Use	Parking Spaces
Dwelling Units	2 per Unit
Hotels and Bed and Breakfast Inns	1.2 per room
Primary and Junior High Schools	1 per Employee plus .2 per student
Senior housing, rest homes, and similar Uses	1 per Dwelling Unit
High School	1 per Employee plus .25 per student
Convention center	0.5 per maximum attendee
Gasoline sales and service stations	0.75 per fueling station

Land Use	Parking Spaces per 1,000 Square Feet of Floor Area
Restaurants and Bars	15
Financial, real estate and insurance Uses	3
Other Personal Services, misc. services	3
Medical Offices, Clinics and Centers	4
Fast food Restaurants	10
Industrial Uses	1
Childcare Facilities	3
Professional services	3
Office Uses	3
Building Materials, Farm equipment, and furniture	1.5
Other Retail Uses	2
General merchandise, groceries, and pharmacies	2.5
Gambling Enterprise	6
Warehousing and Mini-storage	0.5
Mini-Warehouse	0.1
Veterinarian Clinics	1.5
Places of Worship	15
Health and Exercise Establishments	5

27.11 <u>Big Sky Town Center</u>: The provisions of Sections 27.11 through 27.1 and the provisions set forth in this Section (27.11) shall apply to Big Sky Town Center. The Town Center's County-approved Parking Regulation, Management Plan and Ordinance supersedes Section 27 of the ZoningRegulation in its entirety, except where that document refers to a specific section of <u>Section 27</u> of the Zoning Regulation (see also: <u>Section 27.11.a.8</u> below). In these cases, that specific section of <u>Section 27</u> shall apply. Where the provisions set

forth in this Section conflict with any other parking provisions, they shall supersede such other provisions.

- a. Parking district: A parking district or similar community services district shall be created for all or some of Town Center. All parking within Town Center shall be administered and enforced by the Town Center Parking District. The Parking District shall provide, among other things, for the following:
 - 1. Execution and administration of contractual arrangements related to parking, shared parking, and reduction in required parking including contractual arrangements linking land Uses to the provision of required parking spaces
 - 2. To ensure that there is adequate and accessible parking for each Structure, including the number and location of handicap-accessible spaces.
 - 3. Formulation and enforcement of parking regulations.
 - 4. To provide a unified approach to the construction, maintenance, and management of parking within the Big Sky Town Center.
 - 5. To ensure that at any given time the supply of parking spaces satisfies the total demand for parking spaces
 - 6. Preparation and adoption of a parking regulation, management plan, and ordinance that should include, but not be limited to, procedures for determining shared parking and reduction of required parking.
 - 7. To provide surface Parking Lots and related improvements that meet the minimum needs of the Big Sky Town Center, without building large areas of underutilized parking.
 - 8. To ensure compliance with all minimum parking standards, including minimum parking supply, for the Big Sky Town Center, as set forth in the Gallatin Canyon/Big Sky Zoning Regulations.
- b. On-street Parking: On-street Parking Spaces shall be included in the calculation of the supply of parking spaces. In calculating parking requirements for individual Commercial and/or mixed-Use Structures, On-street Parking Spaces shall be included only if they are not previously allocated to another Structure or Use.
- c. Pedestrian Circulation: Separate pedestrian pathways shall not be required within Parking Lots due to the practical considerations concerning snow plowing and snow removal (supersedes <u>27.10.d</u>).
- d. Landscaping: Reference the Big Sky Town Center Design Standards and Guidelines manual.
- e. Freight Loading Area: Freight loading docks and service entrances shall be located within rear or side yards only, and shall be screened from adjacent Uses and property. The size of the loading dock or area shall be designed to accommodate the largest vehicle that may reasonably be anticipated. A developer may choose to install more than one freight loading area serving the Structure if the demand so warrants.

This section is not applicable since the project is not located in the Big Sky Town Center.

TECHNICAL MEMORANDUM

Buck's T-4 12-Unit Building Trip Generation Estimate

PREPARED BY:

Brad Hammerquist, P.E.

DATE:

July 15, 2022



Proposed Development

The proposed development includes the construction of a 12-Unit Workforce Housing building on the Tract 1 of Minor Subdivision 373. Tract 1 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 an existing 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). It is understood that the existing uses, structures, and site configuration predominately existed prior to the creation of Minor Subdivision 373 in 2005. The purpose of this memorandum is to summarize a trip generation estimate that was performed for the proposed 12-Unit building.

Development Trip Generation

Trip generation is a measure or forecast of the number of trips that begin or end at the development site. The traffic generated is a function of the extent and type of proposed development. This estimate utilized trip generation rates found in Trip Generation, 9th Edition published by the Institute of Transportation Engineers (ITE). Average vehicle trip ends (Trip ends are defined as a single or one-directional travel movement with either the origin or the destination of the trip inside the study site.) were estimated using Land Use Code 220 – Apartment.

For the apartment land use, the unit of persons was used to estimate trip generation for the proposed development. The total estimated trip generation for the proposed development is provided in Table 1 below. The proposed development generates an estimated 196 average weekday trips. Table 2 summarizes the Land Use Code calculations that were used.

Table	e 1 Estimated Trip Gen	eration Su	mmary		
Land Use Description	Independent Variable	Units	Averag Enter	e Weekda Exit	Trips Total
Apartment ¹	Dwelling Units	12	98	98	196

Table 2 Estimated Trip Generation Calculations					
¹ Apartment - ITE Land Use Code 220 <i>Independent Variable: Dwelling Units</i>					
Average Vehicle Trip Ends On a:	Fitted Curve Trip Generation Rate Equation: T = 6.06(X) + 123.56	Directional Distribution:	Coefficient of Determination:		
Weekday	T = Average Vehicle Trip Ends X = Independent Variable Units	50% Entering 50% Exiting	$R^2 = 0.87$		

¹Source: Trip Generation Manual, 9th Edition - Volume 2: Data, Institute of Transportation Engineers (Washington, DC), 2012

From: English, Leata < LEnglish@mt.gov>

Sent: Thursday, September 15, 2022 11:31 AM

To: Mason Tuttle

Subject: RE: Minor Sub 373 Tract 1 COSA Rewrite (Buck's T-4)

This message originated from an **External Source.** Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Mason,

We received the file 8/5/22, EQ#23-1158 Buck's T Minor Sub #373 Tract 1 2nd Rewrite (EQ#23-1159 for the stormwater portion of the file). The file has not been assigned yet, it is at # 7 in line to be assigned. We have been assigning 3-4 file a week trying to catch up on the back log. If you have any questions, please call.

Leata English / Program DataTech

Montana Department of Environmental Quality

Office: 406-444-4224











How did we do? >>

From: Mason Tuttle < mtuttle@m-m.net > Sent: Thursday, September 15, 2022 9:29 AM

To: English, Leata < LEnglish@mt.gov>

Cc: Jenks, Jeremy < Jeremy.Jenks@gallatin.mt.gov

Subject: [EXTERNAL] Minor Sub 373 Tract 1 COSA Rewrite (Buck's T-4)

Hello Leata,

We submitted a Joint Application for a COSA Rewrite on July 27 (delivered hard copies to GCCHD). We didn't get an elements review letter, so I'm just following up to make sure DEQ has this. Can you confirm?

Thanks,

Mason



Mason Tuttle, PE
Civil Engineer, Morrison-Maierle
+14069226739 direct | +14065816013 mobile

[m-m.net] 2880 Technology Blvd W, Bozeman, MT 59718



2880 TECHNOLOGY BLVD. W. • P.O. BOX 1113 • BOZEMAN, MT 59771 406.587.0721 • www.m-m.net

February 1, 2023

Gallatin County Weed District John Ansley, Weed Department Coordinator 903 North Black Avenue Bozeman, Montana 59715

Submitted via email: John.Ansley@gallatin.mt.gov

Subject: Bucks T4 BLR – Transmittal of Noxious Weed Management and Revegetation Plan

MMI#: 3958.019

Dear John:

Please find enclosed a copy of the BLR Noxious Weed Management and Revegetation Plan (Weed Plan) for the Bucks T4 Building for Lease or Rent Project. A check for \$150 will be dropped off at your office within the next day or so to cover the review fee. At this time, a weed map detailing the distribution of species of noxious weeds is not available due to seasonal constraints (snow cover). However, we will submit a noxious weed map and management plan no later than May 30, 2023 for your review and approval. At this time, we are requesting a provisional approval so the project may move forward.

The purpose of this project is construct workforce housing and associated infrastructure behind Bucks T4 Resort in Big Sky, Montana. At this time, one apartment building is planned for construction.

Please review the enclosed information at your earliest convenience. If you have any questions regarding the information provided, please feel free to contact me at (406) 922-6847.

Sincerely,

MORRISON-MAIERLE, INC.

Christine & Peacy

Christine Pearcy

Environmental Scientist

Enclosures

cc: Mason Tuttle P.E., MMI



Gallatin County Weed District 903 North Black Bozeman, MT 59715 406.582.3265 www.gallatin.mt.gov weeddistrict@gallatin.mt.gov

NOXIOUS WEED MANAGEMENT AND REVEGETATION PLAN

LANDOWNER					
Name: HF Buck's T4 LLC					
Mailing Address: PO Box 160040					
City: Big Sky State:	Montana ZIP: 59716-0040				
Phone(s): 406-250-2920	Email: bdominick@lonemountainland.com				
ENGINEERING FIRM (If Applicable)					
Firm Name: Morrison Maierle, Inc.	Engineer: Christine Pearcy, Environmental Scientist				
Email: cpearcy@m-m.net	Phone: 406-922-6846				
Requirements for Building for Lease or Rent Weed Management Plan approval include:					
Brief cover letter stating current and frame and frame are also as a second and frame are also as a second are a second are a second are also as a second are a second are a second are also as a second are a seco					
☐ Map detailing distribution and species of noxious weeds present (Pending weed survey)					
4 Completion of this Plan					
☐ Written contract with commercial app	licator (if contracting weed control)				
4 Review fee: \$150 for a Minor (5 or few	er buildings) or \$300 for a Major (6 or more buildings)				

PROJECT DESCRIPTION Project name: Buck's T-4 Minor Subdivision 373A, Tract 1 BLR Physical address: 46625 Gallatin Rd. Big Sky, MT 59716 1/4 NE Legal description: T^{7S} N/S R^{4E} E/W 1/4 SE Sec 8 **Total number of buildings:** 1 (BLR involves adding one building) **Total acres in project:** Project area is ~1.6 acres (parcel is 9.69 ac) Total road miles in project: 0 Expected date of project completion: 12/31/2023 **NOXIOUS WEED MANAGEMENT** NOXIOUS WEED SPECIES ON PROPERTY (identify on map with weed inventory): Due to seasonal constraints, noxious weed species cannot be evaluated on the subject property. A noxious weed survey and management plan will be developed and implemented by May 30, 2023. METHOD OF WEED CONTROL YOU INTEND TO USE (mark all that apply): CHEMICAL MECHANICAL CULTURAL BIOLOGICAL Describe specific control measures and timing of control for the duration of the project. If using herbicides, include type of herbicide and rates. Attach additional pages if necessary (all such pages are hereby incorporated by reference). Due to seasonal constraints, control measures cannot be recommended at this time. A noxious weed survey and management plan will be developed and implemented by May 30, 2023. **ESTIMATED COSTS OF WEED CONTROL** Who will complete work: | | Self 4 Contracted Contractor name (if applicable) Unknown at this time. A contractor will be in place by May 30, 2023 If hiring a contractor, a written contract with that contractor is required. Please provide a copy of this contract.

herbicide label!					
	Herbicide/Applicator Cost	Cultural/Mechanical Cost	Biological Cost		
Cost/Year*					
T-4-1 04					

When applying herbicides, use the proper equipment and safety measures. Read and follow the

^{*} Estimated costs for the time until all construction is completed and landscaping is established

REVEGETATION

MANDATORY REVEGETATION REQUIREMENTS:

A layer of topsoil shall be redistributed onto areas disturbed during construction that are outside the building footprint. Disturbed areas must be seeded to an appropriate grass seed mix for the site. During the first and second years of grass establishment, areas seeded to grass shall be mowed as appropriate to prevent weed seed development and dispersal.

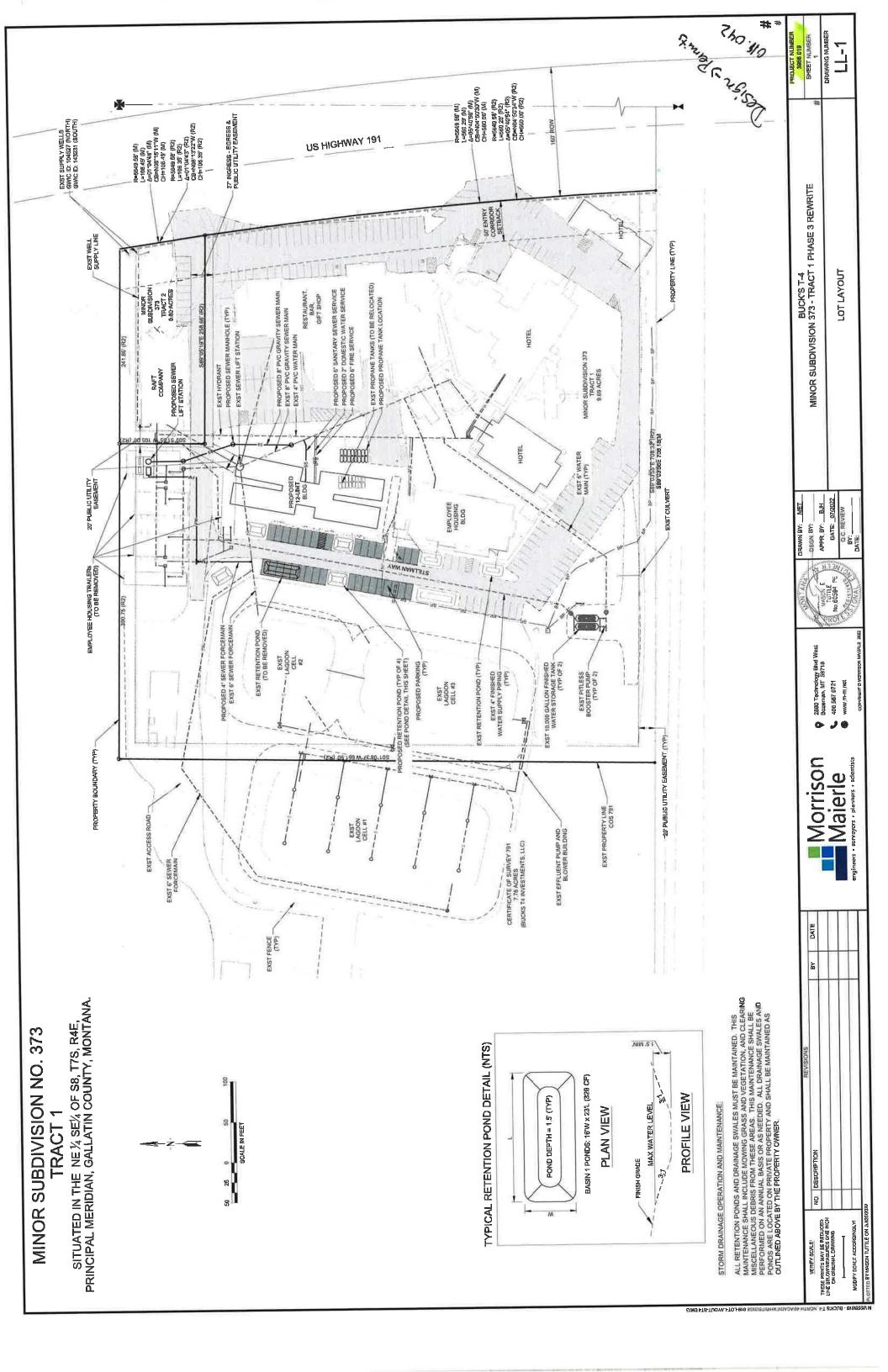
	additional pages if necessary (all such pages are hereby incorporated by reference). Revegetation will be installed as designed by landscape architect BrightView. Plans are attached.
	ESTIMATED COSTS OF REVEGETATION
1	Who will complete the work: Self 4 Contracted
(Contractor name (if applicable) BrightView
٠	Total cost for all landscaping and revegetation of disturbed areas \$10,000
١.	/EL SOURCE (Complete this section if using an outside supply of gravel)
V	Complete this section it using an outside supply of graver)
	List source of gravel/pit run/road mix/topsoil/etc. brought on-site for disturbance mitigation and/or construction.
	and/or construction.
•	Name of gravel pit: TMC

*Be aware that gravel sources and topsoil may contain noxious weed seeds; therefore, we recommend using a source that is actively controlling noxious weeds on their property, consistent with an approved Weed Management Plan.

STATUS

APPROVED NOT APPROVED
RECOMMENDATIONS AND/OR CONDITIONS:
REPUBLIED ON CONDITION THAT COMPLETE WMP 15
RECIEVED NO LATER THAN MAY 30 2023
Additional terms and conditions apply – see attached
This Noxious Weed Management and Revegetation Plan ("Plan") is a binding agreement between the Gallatin County Weed District ("District") and the LANDOWNER. The Plan applies to the project and entire property identified above. The Plan is effective upon approval by the District Board ("Board"). The Plan remains in effect until all construction is finished, all disturbed ground has been built upon or fully revegetated, and all landscaping is established and provides a cover of desired plants which minimizes invasion by noxious weeds. After all of these conditions are met and the Plan expires, noxious weeds on the property shall continue to be managed by the LANDOWNER as required by Montana Code Annotated 7-22-2116.
By entering this Plan, LANDOWNER agrees that the Board or its Representatives shall have the right to revise this Plan as necessary to effectuate the purposes of the Gallatin County Noxious Weed Management Plan or Montana County Weed Act. LANDOWNER agrees that the Board or its Representatives may inspect the property prior to granting approval of the Plan and, if approved, may perform such reasonable inspections as necessary to determine compliance with this Plan.
By entering this Plan, LANDOWNER recognizes that noxious weeds exist on the property, and that failure to abide by the terms of this Plan is a violation of the Montana County Weed Act. LANDOWNER waives any statutory requirement for the District to inspect the land, and the District may enforce the violation upon giving 10 day notice to comply with the Plan. LANDOWNER shall provide documentation as required by the District to demonstrate that the Plan has been implemented.
LANDOWNER agrees that this Plan is supported by good valid consideration and this Plan constitutes a binding contract and may be enforced as such.

Mechan Jan	94529	
(Signature of Weed Board Chairman/Representative)	(Signature of Landowner)	
MICHREL JONES (Type/Print name of Chairman/Representative)	Matthew E. Kidd (Type/Print name of Landowner)	
2/7/2023	2/1/2023	
(Date)	(Date)	



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Peter Rose +
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Books National Managers in 671-842-804

Landscape Architect
Global County
16-5 Cent Co.
16-5 Cent

46625 GALLATIN ROAD BIG SKY, MT 59716



	CUP + CLR SUBMITTAL 12/22/2022	•	•	•	•	•	•	•	•	•
SHEET INDEX	DESCRIPTION	COVER SHEET	GENERAL NOTES & LEGEND	GENERAL KEY MAP	IRRIGATION DIAGRAM	IRRIGATION DIAGRAM	PLANTING NOTES & LEGEND	PLANTING PLAN	PLANTING PLAN	PLANTING DETAILS
	SHEET	L0.000	L0.001	L0.002	L3.101	L3.102	L4.001	L4.101	L4.102	L4.401

CUP & BLR PERMIT

BUCKS T4 PHASE 3



NOT FOR CONSTRUCTION

17222022 17222022 CUP & BLR PERMIT PACKAGE

- 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 ENGINEERS DRAWINGS.
- CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 72 HOURS MINIMUM AND AS REGULRED BY UTILITY COMPANY PRIOR TO DIGIGING FOR VERHICATION OF ALL WIDERGROUND UTILITIES, IRRIGATION AND ALL OTHER OBSTRUCTIONS AND COORDINATE WITH OWNERS REPRESENTATIVE FOR TO INITIATING OPERATIONS, DRAWINGS ARE PREPARED ACCORDING TO IN PROPARATION ANALABLE AT THE TIME OF PREPARIOS ARE 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 ANALL 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 WRITHER COMMENCING WITH ANY WORK, PROVIDE WRITHOUS HOTHER CASITING AND PROPOSED SITE IMPROVEMENTS.
 - PERMITS TO BE OBTANED BY CONTRACTOR BEFORE WORK BEGINS, CONTRACTOR IS RESPONSIBLE FOR LICENSING AND BONDS REQUIRED BY THE MUNICIPALITY OR APPLICABLE ENTIFIES FOR THE ROPOSED WORK.
 - ALL WORKS SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST ADOPTED EDITION 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 GENERAC CONSTRUCTION OF THE PROJECT IN ORDER NOT TO MINEDE THE PROGRESS OF THE WORK OF OTHERS OF THE CONTRACTORS OWN WORK, CONTRACTOR SHALL ALSO COORDINATE ACCESS AND STAGING AREA WITH THE OWNERS REPRESENTATIVE.
- REFERENCES TO NORTH REFERS TO TRUE NORTH UNLESS OTHERWISE INDICATED ON DRAWMINGS. REFERENCES TO SCALE IS FOR FULL SIZED DRAWINGS ONLY, DO NOT SCALE FROM PRAWINGS. CONTRACTOR SHALL LAYOUT ALL CONSTRUCTION LINES AND VERIFY WITH OWNER'S REPRESENTATIVE PRIOR TO BEGINNING OF ANY CONSTRUCTION OPERATIONS.
- TAKE ALL DIMENSIONS FROM BACK OF CURB, FACE OF WALL OR BUILDING, AND CENTERLINE OF TREATMY SALLS OTHERWISONS ALLE DON DAYNINGS, ALL DIMENSIONS CALLED OUT AS FECULAR OF THE COUNTRY OF THE COUNTS AND THE COUNTS AND THE COUNTS AND THE COUNTS AND THE PREPRIENCE IN E. FACE OF BUILDING, FACE OF WALL, CENTERLINE, OR BACK OF CURB, ALL ANGIES ARE TO BOD SERSE UNLESS OTHERWISE INDICATED ON DRAWINGS, MANTAIN HORIZONTAL ALIGNMENT OF ADJACENT ELEMENTS AS INDICATED ON DRAWINGS.
- ALL DIMENSIONS DERIVED FROM SURVEY AND ORIGINAL SITE CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL VERBY ALL DIMENSIONS NECESSARY TO ASSURE FOR THE ACCURATE COMPLECTOR SHALL VERBY ALL DIMENSIONS NECESSARY TO ASSURE FOR THE ACCURATE COMPLETION OF THE PROJECT PRIOR TO INITIATING WORK, WRITTEN DIMENSIONS SUPERCEEDE SCALED DIMENSIONS, DO NOT SCALE DRAWINGS, IF THERE IS A QUESTION OR DISCREPANCY REGARDING DIMENSIONS, CONTACT THE OWNERS REPRESENTATIVE FOR VERIFICATION.
- CONTRACTOR SHALL PROVIDE SUBMITTALS AND/OR SHOP DRAWINGS AS INDICATED IN DOCUMENTS AND FOR ALL PROPOSED ANTERIASLS FOR THE PROJECT FOR REVIEW BY TREVIEW BY THE PROVINCED ANTERIASLS FOR THE PROTOCUMENT OF REVIEW BY THE OWNERS REPRESENTATIVE A MINIMUM OF TWENTY-ONE DAYS BEFORE COMMENCING WORK OR AS DUTILINED BY MINIMUM REQUIREMENTS IN THE CONTRACT DOCUMENTS, WHICHEVER IS MORE STRINGENT. CONTRACTOR CANNOT COMMENCE WORK OR USE OF SUBMITTED MATERIALS UNTIL REVIEWA AND COMMENTS ARE ADDRESSED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, ANY SUBSTITUTIONS REQUIRED REVIEW AND APPROVAL BY OWNERS REPRESENTATIVE PRIOR TO COMMENCIAL ON WORK.
 - VERFY EXISTING SITE INFORMATION INCLUDING, BUT NOT LIMITED TO, STREET GRADES, UTILITIES, PROPERTY LINES, LIMITS OF ROADWAYS, CURBS AND GUTTERS TAKEN FROM THE SURVEYORS DEAWINGS.
- 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 72 HOURS IN ADVANCE.
- CONTRACTOR SHALL PROWDE MOCKUPS AND SHOP DRAWINGS TO THE OWNER'S REPRESENTATIVE FOR REVIEW PROF TO CONSTRUCTION. ALL IMPROVEMENTS SHALL BE CONSTRUCT 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. 19
 - 20. ALL GRADING SHALL BE SMOOTH AND EVEN IN ALL ELEVATION TRANSITION AND VOID OF DEPRESSIONS AND SUFFACE IRREGULARITIES, ALL PROPOSED WORK SHALL BLEND UNFORMLY WITH EXISTING SITE CONDITIONS, PROVIDING SMOOTH TRANSITIONS TO NEW CONSTRUCTION.
- ALL WALL TOPS AND BENCH TOPS ARE LEVEL UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- 22. 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, PAYING, WALLS AND SITE FURNISHING PLANS, AND PLANTING PLANS FOR ADDITIONAL NOTES AND OTHER PERTINENT INFORMATION.

Peter Rose

Partners

242 E Berkoley St, 5F Boston, MA 02118 tel 617,494,0202; fax 611

- 24. 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 5.00% UNLESS OTHERWISE INDICATED.
- 26. ALL SLOPES IN LANDSCAPE AREAS SHALL BE A MINIMUM OF 2.0% UNLESS OTHERWISE INDICATED

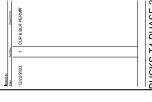
Structural Engineer: RSE Associates Inc. 63 Peasant Street Suite 300 Waterfown, MA 02472 T: 617-926-9300

- 27. 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.
- 28. ANYTHING MENTIONED IN THE TECHNICAL SPECIFICATIONS AND NOT SHOWN ON THE DRAWINGS, OR SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE TECHNICAL. IS PECIFICATIONS SHALL BE OF LIKE EFFECT AS IF SHOWN ON, OR MENTIONED IN BOTH CASE OF DISCREANLY IN DRAWINGS OR TECHNICAL SPECIFICATIONS. THE MATTER SHALL BE MIMEDIATELY SUBMITTED TO THE OWNERS REPRESENTATIVE; WITHOUT THE OWNER REPRESENTATIVES DECISION, SAID DISCREPANCY SHALL NOT BE ADJUSTED BY THE CONTRACTOR.

Fire Protection Engineer: Coffman Engineers, Inc. 751 Osterman Drive #114 Bozeman, MT 59715 T: 406-582-1936

MEP Engineer: Energy 1 47 Town Center Ave. Big SKY, MT 59730 T: 406-587-2917

- 29
- REFER TO PAVEMENT DETAILS FOR ALL CONCRETE ISOLATION JOINTS AND CONTROL/CONSTRUCTION JOINT DETAILS, PROVIDE ISOLATION JOINTO AS INDICATED IN DETAILS AND AT ALL INTERSECTIONS, WHERE NEW CONCRETE PAYING ABUT'S EXISTING CONCRETE PAYING BUILDINGS, CHESB AND WALLS UNLESS CHERWISE NOTED, PROVIDE CONCRETE PAYING BUILDINGS, CHESB AND WALLS UNLESS CHERWISE NOTED, PROVIDE CONTROL JOINTS EVENLY SPACED BETWEEN ISOLATION JOINTS AS SHOWN ON DRAWINGS
- 30. LIMITS OF CONSTRUCTION (WORK) ARE NOTED ON THE DRAWINGS UNLESS OTHERWISE NOTED.
- 31. CONTRACTOR SHALL SUBMIT STAMPED, ENGINEERED SHOP DRAWINGS FOR ALL WALLS, PAYING FOUNDATIONS, DECK SYSTEMS, STEPS, ELECTRICAL SYSTEMS, AND MECHANICA SYSTEMS FOR REVIEW BY OWNERS REPRESENTATIVE PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL SUBMIT AS-BUILT OR RECORD DRAWINGS, MANUALS AND WARRANTY INFORMATION FOR ALL WORK PRIOR TO FINAL ACCEPTANCE. 32.
- 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.



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BUCKS T4 PHASE

NOT FOR CONSTRUCTION

LIMIT OF LANDSCAPE WORK LIMIT OF STRUCTURE PROPERTY LINE

SIMILAR (IF INDICATED)

SHEET NUMBER

SECTION KEY

DETAIL NUMBER

DETAIL KEY

MATCH LINE

SYMBOL

TYPE

SYMBOL

GENERAL LEGEND

12/22/2022 CUP & BLR PERMIT PACKAGE

GENERAL NOTES & LEGEND

WORK POINT, POINT OF BEGINNING EXISTING BUILDING OUTLINE

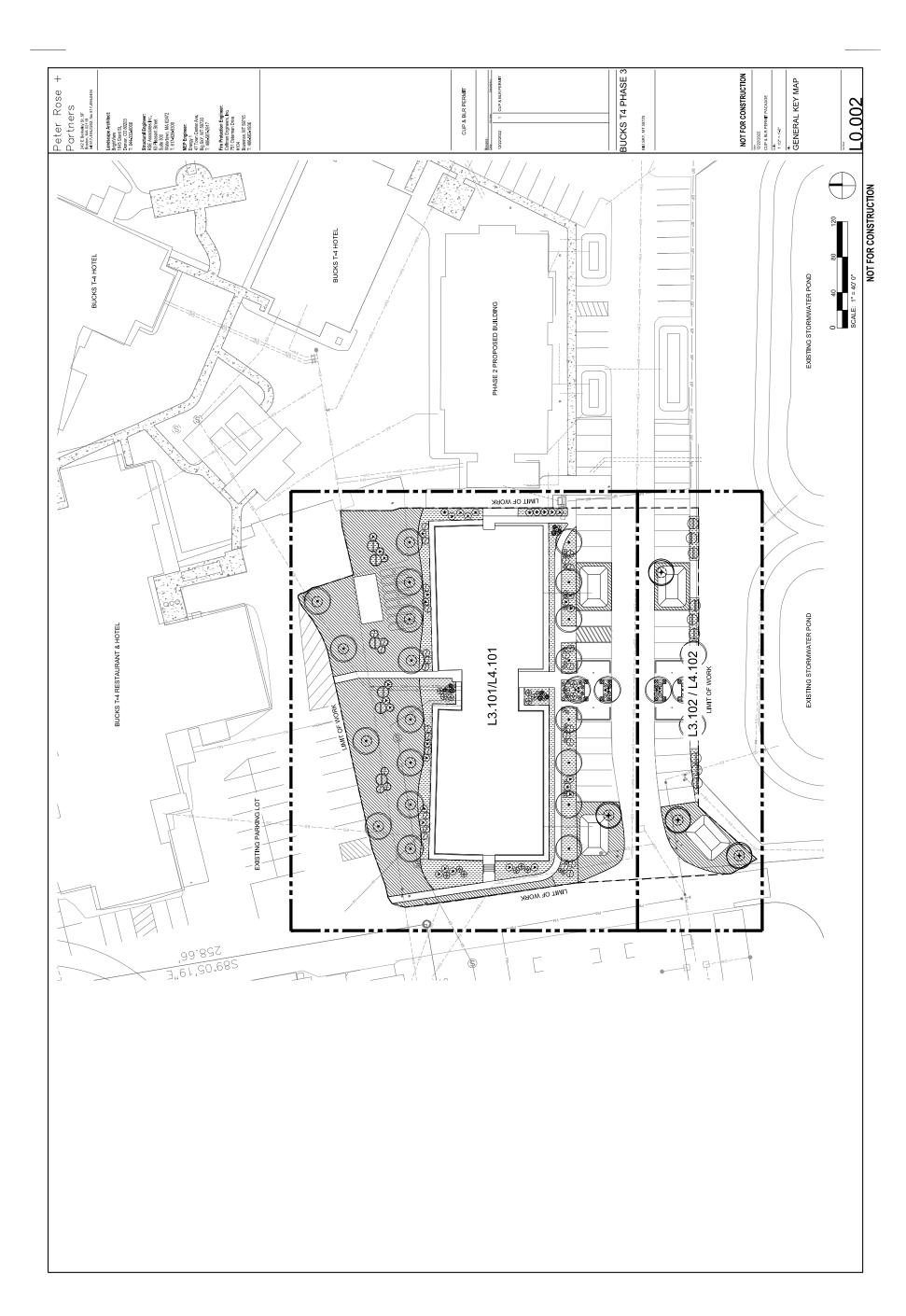
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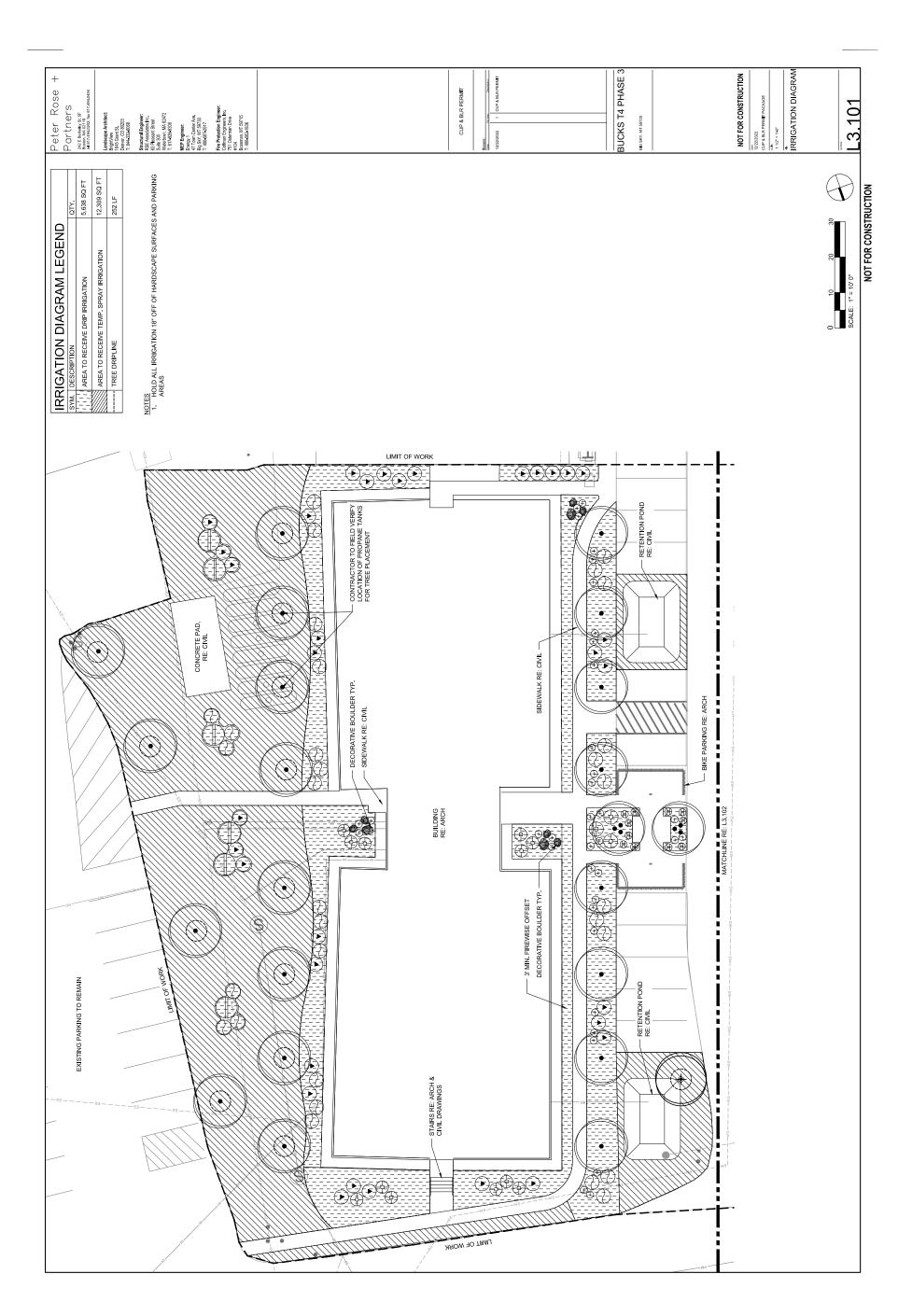
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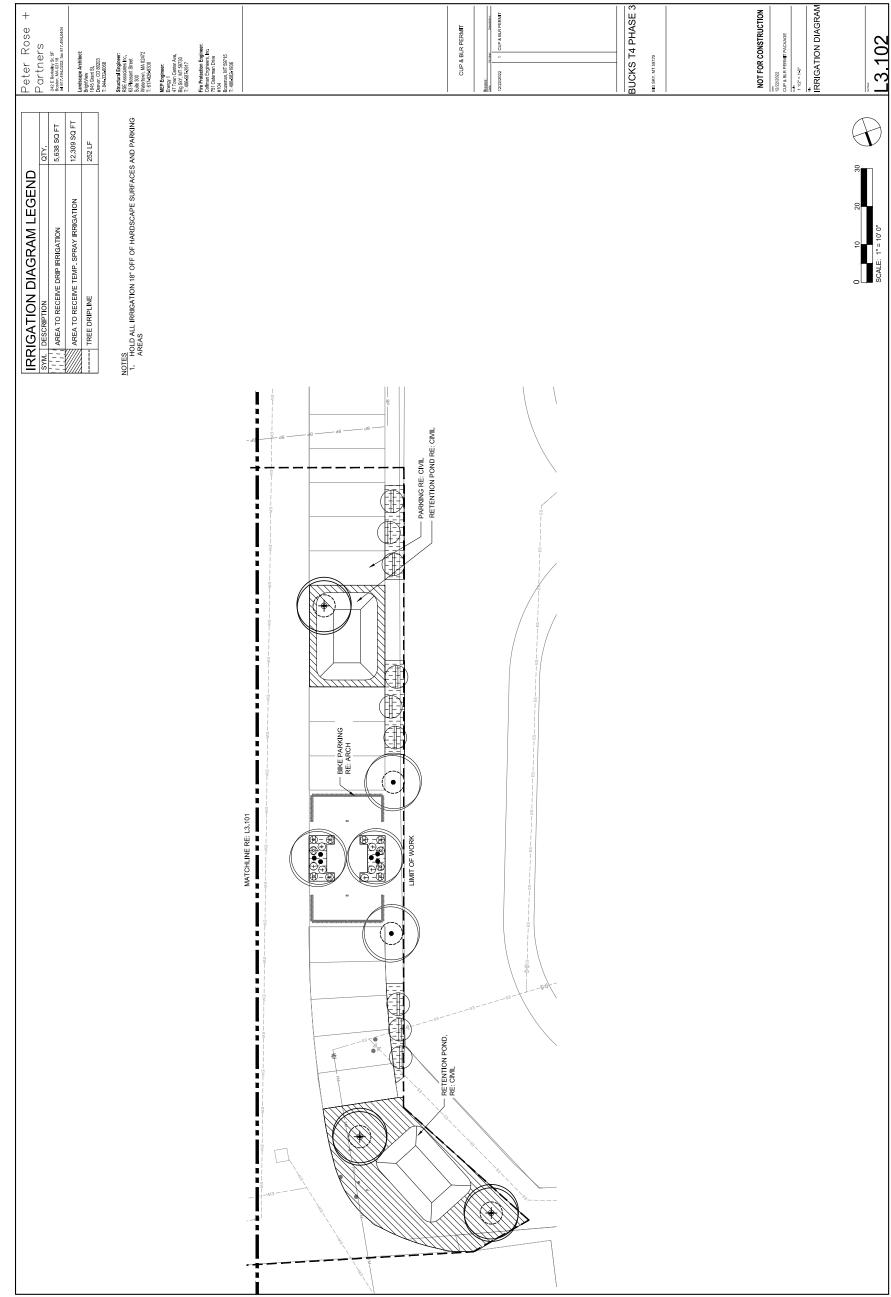
ENLARGEMENT KEY

0.001

SLOPE, PERCENTAGE, DIRECTION OF FLOW







NOT FOR CONSTRUCTION

Peter Rose

CONTRACTOR SHALL BECOME FAMILIAR WITH EXISTING SITE CONDITIONS, LAYOUT
GRADING AND CYNL ENGINEERING DOCUMENTS AND ALL PLAYTING INFORMATION
TO COORDINATE ACTUAL LOCATION OF TREES AND SHRUBS PRIOR TO INITIATING
PLANTING INSTALATION. ALL ENSITING PLANTING SHALL REMAIN INTACT AND
UNDISTURBED UNLESS OTHERWISE NOTED ON THE PLANS.

27. CONTRACTOR SHALL REPLACE REJECTED PLANT MATERIAL WITHIN TWO WEEKS OF NOTICE.

ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED, AND MEET ALL REQUIREMENTS WITHIN THE SPECIFICATIONS.

CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED AND APPROVED BY THE OWNER'S REPRESENTATIVE.

29. CONTRACTOR SHALL APPLY FERTILIZER TO ALL NEW PLANT MATERIAL.

30

- THE CONSTRUCTION INTATIVE CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN DRAWINGS AND FIELD CONDITIONS TO THE OWNER'S REPRESE IMMEDIATELY.
- CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND SERVICES AND COOPQUINATE WITH THE OWNERS REPRESENTATIVE PRIOR TO COMMENCING EXCANATION WORKS. DAMAGE TO UNDERGROUND UTILITIES SHALL BE REPARED AT THE CONTRACTORS EXPENSE.
- WHEN CONDITIONS ON SITE ARE CONSIDERED DETRIMENTAL TO THE PLANTS, SUCH AS TRUBBLE, ONICONG WORKS OR OBSTRUCTIONS, THE CONTRACTOR SHALL AND STRY ONLEY THE OWNERS REPRESENTATIVE.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONSTRUCTION OF THE PROJECT IN ORDER NOT TO IMPEDE THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTORS OWN WORK,
- ALL PLANTS NOTED FOR REMOVAL SHALL BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE AT CONTRACTOR'S EXPENSE UNLESS OTHERWISE NOTED.

CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRISS SHALL BE COLLECTED AND DEPOSITED OFF-SITE DAILY. ALL MATERIAL, S. PRODUCT'S AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNER'S REPRESENTATIVE.

31.

32.

CONTRACTOR SHALL REGRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION AND/OR INSTALLATION WORK, LANDSCAPE CONTRACTOR SHALL REPLACE (BY EQUAL SIZE AND QUALITY) ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED BY PLANT REMOVAL, RELOCATION, AND/OR INSTALLATION WORK.

33. REFER TO LANDSCAPE CONSTRUCTION DOCUMENTS FOR ADDITIONAL NOTES, SITE PREPARATION INFORMATION AND OTHER PERTINENT INFORMATION.

CONTRACTOR SHALL PREPARE OWN OLANTITY TAKEGFES FOR ALL PLANT MATERIALS AND SIZES SHOWN ON THE FOR CONSTRUCTION PLANTING DOCOMENTS. ANY QUANTITIES PROVIDED ARE FOR INFORMATION ONLY.

34

CONTRACTOR SHALL GOORDINATE ALL PLANTING WORK WITH IRRIGATION WORK.
CONTRACTOR SHALL B RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED BY
THE OWNERS REPRESENTATIVE TO SUPPLEMENT IRRIGATION WATERING AND
WATERING STATEMENT OF SHALL BE RESPONSIBLE FOR HAND
WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR
PROPOSED IRRIGATION.

- EXISTING TREES SHALL BE PROTECTED AND MAINTAINED IN ACCORDANCE WITH THE SPECHECATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING TREES CAUSED BY NEGLIGENCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING EXISTING GROUNDCOVER 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 ASSIGNATED WRITH THE WORK AND INCLUDED IN THE SPECIFICATIONS. PRIOR TO COMMENCEMENT OF THE LANDSCAPE PLANTING WORK, THE CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR AT LEAST TWO ON-SITE AREAS, CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR AT LEAST TWO ON-SITE AREAS, CONTRACTOR SHALL AMEND SOIL AS RECOMMENDED BY SOIL TEST FOR LANDSCAPE USE.
- CONTRACTOR SHALL IMPORT AMENDED SOIL FROM A VENDOR APPROVED BY THE SWERFS REPRESENTATIVE MAD SHALL IMPET THE REGULEMEMENTS PER THE SPECIFICATIONS AND/OR AS IDENTIFIED BY SOIL TESTING RESULTS AND RECOMMENDATIONS. ALL TOPSOIL SHALL BE CLEAN LOAM OR SANDY LOAM THAT MEETS RECOMMENDATIONS FOR LANDSCAPE USE. 10.

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING, IN FULL, ALL PLANTING SAEAS (INCLUDING WATERING, SPRAYING, MOWING, FERTILLING, ETC.) UNTIL FINAL ACCEPTANCE BY THE OWNERS REPRESENTATIVE. CONTRACTOR SHALL WARRANT ALL PLANT MATERIAL FOR A MINIMUM OF ONE YEAR FOLLOWING ISSUE OF FINAL ACCEPTANCE IN WAITING BY THE OWNERS REPRESENTATIVE, UNLESS OTHERWISE NOTED IN THE CONTRACT DOCUMENTS.

CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES FOR FURTHER AND COMPLETE LANDSCAPE PLANTING INSTRUCTIONS.

38. CONTRACTOR SHALL ABIDE BY MONTANA FIREWISE LANDSCAPING REQUIREMENTS.

ALL SHRUB BEDS SHALL HAVE A SHOVEL-CUT SPADED EDGE. EDGE SHALL BE UNIFORM AND CONSISTENT.

12. ALL PLANT SIZES NOTED ON THE PLANT SCHEDULE ARE MINIMUM SPECIFICATIONS. INCREASE SIZE IF NECESSARY TO CONFORM TO PLANT SIZE.

ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1-2004.

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- 13. ANY TREE WITH A TRUNK FORMED "V" SHAPE CROTCH WILL BE REJECTED.
- 14. EROSION CONTROL FABRIC SHALL BE INSTALLED IN ALL SHRUB AND GROUNDCOVER PLANTING AREAS AS PER SPECIFICATIONS FOR ALL SLOPES THAT EXCEED 3:1. SEE GRADING PLANS FOR LOCATION OF SLOPES GREATER THAN 3:1.
- AS MASS PLANTING CONFIGURATION PER 15. TYPICAL SHRUB AND GROUNDCOVER PLANTINGS ARE SHOWN BEDS. PLANTS SHALL BE PLACED ON A TRIANGULAR SPACING THE PLANTING DETAILS.
- 16. 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.
- 17. CONTRACTOR TO LOCATE PLANTING BED LINES IN FIELD FOR THE OWNER'S REPRESENTATIVE APPROVAL PRIOR TO COMMENCEMENT OF PLANTING.
- 18. ALL PLANT MATERIAL AND FINAL LOCATION OF ALL PLANT MATERIALS SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO ADJUST THE LOCATION OF PLANT MATERIAL DURING OR IMMEDIATELY AFTER INSTALLATION AS APPROPRAITE TO THE PROJECT. 19.
- 20. CONTRACTOR SHALL CONFORM TO SPECIFICATIONS AND PLANTING DETAILS FOR STAKING METHODS, PLANT PIT DIMENSIONS, AND BACKFILL REQUIREMENTS.
- ANY SUBSTITUTIONS IN SIZE ANDIOR 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.
- RT AND DELIVERY TO OF WINDBURN ALL PLANT MATERIAL SHALL BE PROTECTED DURING TRANSPC JOB SITE WITH SHADE CLOTH OR OTHER ACCEPTABLE MEANS 22.
- $23. \ \,$ THERE SHALL BE NO CHAINS OR CABLES USED ON TREES. HANDLE WITH 2" MINIMUM WIDTH NYLON STRAPS OR EQUAL.
- 24. CONTRACTOR SHALL FURNISH PLANT MATERIALS FREE OF PESTS, SUN SCALD, OR PLANT DISCASES, PRE-SELECTED, OR TAGGED WATERIAL MUST BE INSPECTED BY THE CONTRACTOR AND CERTIFIED PEST AND DISCASE 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. 25

PLANT SCHEDULE		BOTANICAL NAME	COMMON NAME	SIZE	Partners 242E Benkey 8, sf beston, MA 02118 bill 617,494,0202; tex 617,494,0404
	52	POPULUS TREMULOIDES	QUAKING ASPEN MULTI TRUNK	2" CAL.	Landscape Architect. Bright View 165 Grant Q. Towner, Co 80000 Towner, Co 80000 Structural Engineer. Structural Engineer. 65 Resociates Inc., 65 Research Step
	4	POPULUS TREMULOIDES	QUAKING ASPEN	2" CAL.	Suite 300 Suite 300 I. 61 420-500 MEP Engineer 4 7 from Center Ave. 4 7 from Center Ave. 7 from Center Ave. 7 from Suite Ave.
	4	SORBUS DECORA	SHOWY MOUNTAIN ASH	2" CAL.	Fire Protection Engineer: 750 Oseman Drive #101 Total Sof75 T-406-822-1936
	<u>QTY</u>	BOTANICAL NAME COREOPSIS TINCTORIA	COMMON NAME PLAINS COREOPSIS	<u>SIZE</u> 1 GAL	
	31	CORNUS SERICEA 'ISANTI'	ISANTI RED TWIG DOGWOOD	5 GAL	
	15	PHYSOCARPUS OPULIFOLIUS 'MONLO'	DIABOLO® NINEBARK	5 GAL	
	15	RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND ALPINE CURRANT	5 GAL	
	21	SALVIA NEMOROSA 'CARADONNA'	CARDONNA MEADOW SAGE	1 GAL	
	34	SYMPHORICARPOS ALBUS	COMMON WHITE SNOWBERRY	5 GAL	
CODE	<u>ary</u>	BOTANICAL NAME	COMMON NAME	SIZE	
	160	ARCTOSTAPHYLOS UVA-URSI	KINNIKINNICK	1 GAL 24" O.C SPACING	The person of th
	<u>∆T</u>	BOTANICAL NAME	COMMON NAME	SIZE	
	13,835 SF	NATIVE SEED	NATIVE SEED	ļ.	12/22/2022 1 CUP & BLR PERMIT
	1.5 LBS/AC 8.9 LBS/AC 1 LB/AC 1 LB/AC 25 LB/AC	KOELERIA MACRANTHA PSEDORGEGNERIA SPICATA LINUM EWISII ACHILLE MILLEFOLIUM HELIOMERIS MULTIFICORA PENSTEMON STRICTUS	PRAIRIE JUNEGRASS BLUEBUNCH WHEATGRASS BLUE FLAX WESTERN YAROW SHOWY GOLDENEYE ROCKY MOUNTAIN PENSTEMON		
	<u>∑</u>	BOTANICAL NAME	COMMON NAME	SIZE	
	3,281 SF	ROCK MULCH	1.5" RIVER ROCK, 3" DEPTH COLOR: BOZEMAN WEBSITE: valleysandandgravelhelena.com	a.com	
	9	DECORATIVE BOULDER WEBSTIE: valleysandandgravelhelena.com	_	<u>SIZE</u> 2'-3' VARIES RE: PLAN	BUCKS T4 PHASE 3

		12/22/2022 1 CUP & BLR PERMIT					BUCKS T4 PHASE 3	
SIZE		!		SPACING	SIZE	ana.com	<u>SIZE</u> 2' - 3' VARIES RE: PLAN	
COMMON NAME		NATIVE SEED	PRAIRIE JUNEGRASS BLUEBUNCH WHEATGRASS BLUE FLAX WESTERN YARROW SHOWY GOLDENEYE ROCKY MOUNTAIN PENSTEMON		COMMON NAME	1.5" RIVER ROCK, 3" DEPTH COLOR: BOZEMAN WEBSITE: valleysandandgravelhelena.com		
BOTANICAL NAME		NATIVE SEED	KOELERIA MACRANTHA PSEDORGGENERIA SPICATA LINUM EWISII ACHILLER MILLEFOLUM HELIOMERIS MULTFLORA PENSTEMON STRICTUS		BOTANICAL NAME	ROCK MULCH	DECORATIVE BOULDER WEBSTIE: valleysandandgravelhelena.com	
VTO		13,835 SF	1.5 LBS/AC 8.9 LBS/AC 1 LB/AC .1 LB/AC .25 LB/AC 1 LB/AC		<u>∑</u>	3,281 SF	<u>≻ </u> 6	
CODE		Ϋ́			CODE	×		
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NOT FOR CONSTRUCTION

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NOT FOR CONSTRUCTION

12/22/2022 CUP & BLR PERMIT PACKAGE

1 1/2" = 1° 0"

PLANTING NOTES & LEGEND

