Conditional Use Permit Application

Lot 1 Minor Subdivision 373A

Workforce Housing Dormitory

January 2023

Prepared for:

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

Prepared by:



MMI #: 3958.019



January 12, 2023

Regan Fruh
Gallatin County Planning Department
311 West Main Street
Room 108
Bozeman, MT 59715

RE: Minor Subdivision 373A, Tract 1 (Buck's T-4)

Conditional Use Permit Application – Phase 3 Building

Dear Ms. Fruh:

Please find attached the Conditional Use Permit Application for Tract 1 of Minor Subdivision No. 373A also known as Buck's T-4. The property is located in the Gallatin Canyon/Big Sky Planning and Zoning District and is currently zoned Commercial and Industrial Mixed Use (C-I). The primary objective of this CUP is to allow the applicant to build a 12-unit building to be used for seasonal workforce housing. The proposed use is defined by zoning regulations as Workforce Housing Dormitory which is a Conditional Use in the C-I district.

A Buildings for Lease or Rent application is being submitted concurrently with this application.

The following items are included in this submittal:

- CUP Application and Supporting Documents (12 hard copies + 1 electronic copy)
- Certification of Properties Owners List with three sets of Mailing Labels
- Review Fee

Should you have any questions about this application don't hesitate to contact me, <u>mtuttle@m-m.net</u> or (406) 922-6739.

Sincerely,

Morrison-Maierle, Inc.

Mason Tuttle, PE Civil Engineer

We create solutions that build better communities.

Permit #



GALLATIN COUNTY

Conditional Use Permit Application Form

The Undersigned hereby makes application for a **CONDITIONAL USE PERMIT** pursuant to the requirements as outlined in the County Zoning District Regulation.

1.	Property	Owner								
	Name:	HF Buck	s T-4 LLC							
	Address:	PO Box	160040, Big	Sky, MT	59716					
	Phone:	406-250-	-2920			Email:	bdomini	ck@lonemou	ıntainland.cc	mc
2.	Applican	t (If differ	rent than pro	perty own	er.)					
	Name:	Morrison	-Maierle, Inc).						
	Address:	PO Box	1113, Bozen	nan, MT 5	59771					
	Phone:	406-581-	-0721			Email:	bhamme	erquist@m-m	ı.net	
3.	Property Address:		allatin RD, B	ig Sky M	T 59716					
	Section:	8								
	Subdivision	on/COS:	MINOR SU	B 373						
	Other lega	al descrip	tion:							
4.	DOR#:	06 (2)	0339	<u>08</u> (2)	<u>1</u> (1)	<u>01</u> (2)	<u>35</u> (2)	<u>0000</u>		
5.	Land area	a (acres o	r square fe	et): <u>9.</u> 0	69 acres					
6.	General L	.ocation:	In near pro	ximity of	the inters	section of	US Highv	way 191 and	Cummings L	₋n.
7.	Zoning Di	strict: <u>G</u> a	allatin Canyo	n/Big Sky	/	S	Sub-Distri	ict: <u>CI</u>		
8.	Condition Proposed	al Use to d twelve-u	consist of the consis	ne follow e Housing	ing: g Dormat	ory buildi	ng			
9.	•	ariances <i>please e</i>	being reque <i>xplain:</i>	ested?		Yes	X	No		
10.		•	nants or de		ctions or	the prop	erty?	X Yes	☐ No	

Planning Department • 311 West Main, Room 108 • Bozeman, MT 59715 Phone (406) 582-3130 • Fax (406) 582-3135 • Email: planning@gallatin.mt.gov

 I hereby certify that the information on and atta 	
 I understand that fees for this application are n 	ot refundable.
	1-1-
Morning	
Applicant's Signature	' Date
Qui ano	
7245 21	4/5/2022
	1/5/2023
Property Owner's Signature	Date

	FOR OFFICE USE ONL	Υ	
Date Filed:			
Application Fee:			
Certified Mailing fee:		x \$12 =	
	# of adjoining property owners		total fee
Zoning Commission H	learing Date:		
Action Taken:			

Proposal



GALLATIN COUNTY Certification of Property Owners List

, Mason Tuttle	, applicant for the attached proposal,
nereby certify that:	

- To the best of my knowledge, the attached list shows all property owners and purchasers under contract for property:
 - According to the notice requirements of the applicable zoning regulation.
- The names on the list are from the Gallatin County Clerk and Recorder's most recent records.
- The addresses on the list are from Montana Departments of Revenue's most recent tax records, available on the internet at http://svc.mt.gov/msl/mtcadastral.
- I understand that an inaccurate list may delay review of the project.

Property Owners

According to the notice requirements of the applicable zoning regulation.

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

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

Page 1 of 2

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

al
al

Property Owners

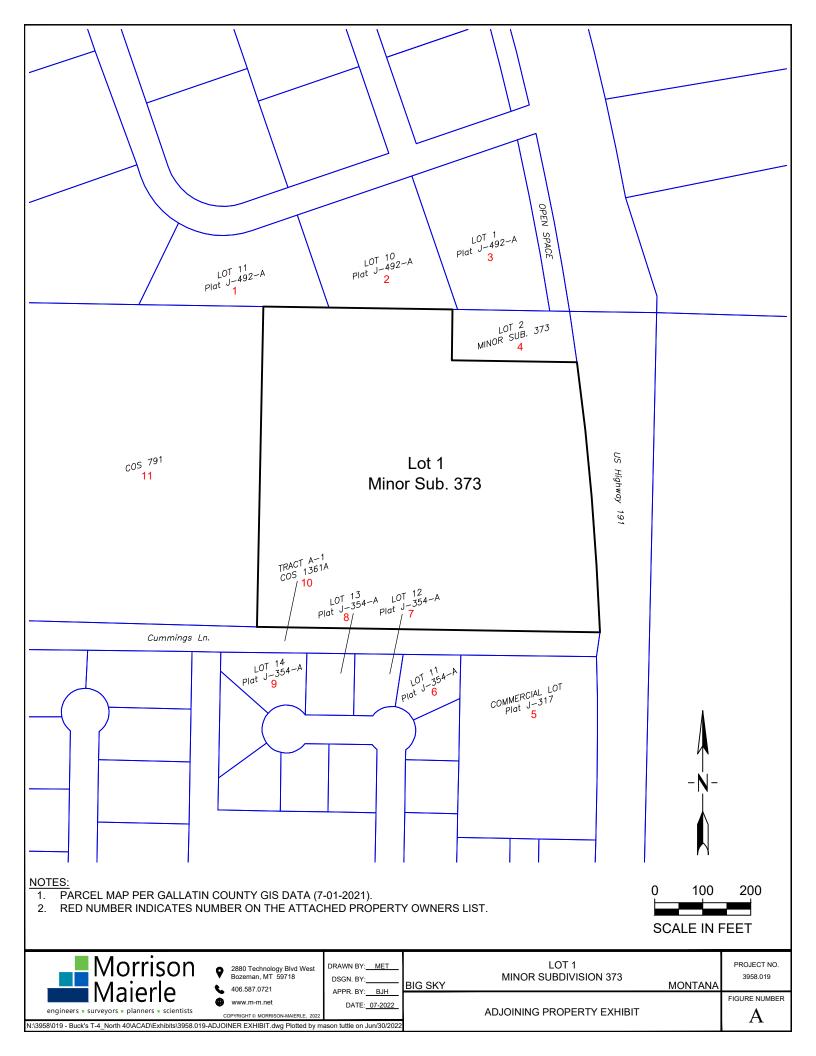
According to the notice requirements of the applicable zoning regulation.

	Legal Description of Property	Property Owner's Name	Mailing Address of Property Owner from Montana Dept. of Revenue
11	S08, T07 S, R04 E, C.O.S. 791, TR IN NW4NE4NE4, ACRES 7.78	HF BUCKS T4 LLC	PO BOX 160040 BIG SKY, MT 59716-0040

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

Page 2 of 2

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





5160

Easy Peel Address Labels
Bend along line to expose Pop-up Edge

Go to avery.com/templates | Use Avery Template 5160 |

S & S MANAGEMENT, LLC 1550 RIVERVIEW LANE BIG SKY, MT 59730-9999 CHAMPAGNE BEVERAGE CO INC PO BOX 161831 BIG SKY, MT 59716-1831 3 RIVERS TELEPHONE COOPERATIVE INC PO BOX 429 FAIRFIELD, MT 59436-0429

WHITEWATER PROPERTIES LLC 46651 GALLATIN RD GALLATIN GTWY, MT 59730-9647 CHURCH OF JESUS CHRIST OF LDS LDS CHURCH TAX ADMINISTRATION SALT LAKE CTY, UT 84150-3620 DOWD KRISTIN S 128 SAWTOOTH DR GALLATIN GATEWAY, MT 59730-8668

MAHONEY LINDA KAKU TRUSTEE & 2262 PALOMA ST PASADENA, CA 91104-4923

MARTINEZ TYLER MARTIN & JANET MICHIKO ISHIKAWA 152 SAWTOOTH DR GALLATIN GATEWAY, MT 59730-8668

WAGSTAFF SLOANE S 376 E HOLLOW DR COALVILLE, UT 84017

HF NORTH 40 LLC PO BOX 160040 BIG SKY, MT 59716-0040 HF BUCKS T4 LLC PO BOX 160040 BIG SKY, MT 59716-0040

Conditional Use Permit Application Narrative

Minor Sub 373A, Tract 1 (Buck's T-4) Proposed 12-Unit Workforce Housing Building January 2023

Table of Contents

Introduction	2
Review Criteria	3
Workforce Housing Dormitory Standards	4
Landscaping	7
Fire Protection	8
Parking and Traffic	9
Conclusion	q

Minor Sub 373A, Tract 1 (Buck's T-4) Proposed 12-Unit Workforce Housing Building January 2023

Conditional Use Permit Application Narrative

The following narration provides a description of the proposed Conditional Use Permit (CUP) and illustrates compliance with the following standards:

- Review Criteria listed in Section 10.4 of Gallatin County "Part 1" Zoning Administrative Regulation
- Workforce Housing Dormitory standards in Section 23 of the Gallatin Canyon/Big Sky Zoning Regulations
- Entry Corridor and View Protection standards described in Section 25 of the Zoning Regulation
- Compliance with Appendix I, Section 6 of the Gallatin County Subdivision Regulation
- Parking Requirements of Section 27 of the Gallatin Canyon/Big Sky Zoning Regulations and other applicable traffic standards

Introduction

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

The primary objective of this CUP is to allow the applicant to build a 12-unit building to be used for seasonal workforce housing on the 9.69-acre tract. The building will be three stories tall and contain twelve eight-bedroom units. The proposed use is defined by zoning regulations as Workforce Housing Dormitory which is a Conditional Use in the C-I District. Therefore, a Conditional Use Permit is required.

The existing employee housing Uses which occupy five structures (Buildings E through I) were in place prior to the adoption of the Gallatin Canyon/Big Sky Zoning Regulations in 1996. An Administrative Determination was submitted in October of 2020 and the Uses were granted Approved Non-Conforming Status. These existing buildings (Buildings E through I) will be removed prior to occupancy of the proposed Workforce Housing Dormitory. The attached site plan identifies each of the buildings on the property. The uses of each building and how they relate to this CUP are summarized in Table 1 below.

Table 1 – Existing and Proposed Uses						
Building	Use	Designation				
Existing A	Hotel, Restaurant, Bar, Gift Shop	Permitted Use	To Remain			
Existing B	Hotel	Permitted Use	To Remain			
Existing C	Hotel	Permitted Use	To Remain			
Existing D	Hotel	Permitted Use	To Remain			
Existing E	Single-Family Workforce Housing (1 Unit)	Approved Non- Conforming Status	To Be Removed			
Existing F	Single-Family Workforce Housing (1 Unit)	Approved Non- Conforming Status	To Be Removed			
Existing G	Multi-Family Workforce Housing (4 Units)	Approved Non- Conforming Status	To Be Removed			
Existing H	Multi-Family Workforce Housing (4 Units)	Approved Non- Conforming Status	To Be Removed			
Existing I	Multi-Family Workforce Housing (4 Units)	Approved Non- Conforming Status	To Be Removed			
Existing J	Workforce Housing Dormitory (12 Units)	Approved Conditional Use	To Remain			
Proposed	Workforce Housing Dormitory (12 Units)	Conditional Use	Proposed			

Additionally, a Buildings for Lease or Rent application will be required and is being submitted concurrently with this application.

Review Criteria

Criteria 10.4.a. The Use conforms to the objectives and intent of the applicable District Regulation and applicable growth policy or neighborhood plan.

Response: The proposed use conforms to the Gallatin Canyon/Big Sky Plan. The Plan generally identifies housing as a challenge for the resort community of Big Sky and endeavors to support development of housing opportunities for both seasonal and year-round employees. This project addresses the need for seasonal employee housing. More specifically, the project relates to the following Goals:

Goal 2: Improved quality, quantity and extent of water supply.

The property has its own public water supply and treatment system to serve the on-site uses, so does not need to take capacity from other external systems or the Big Sky Water and Sewer District.

Goal 4: Improved wastewater collection and treatment system.

The property has its own wastewater treatment system which was originally constructed in the 1970's and has received numerous upgrades over the years. The existing system has capacity for the existing and proposed uses and does not need to take capacity from other external systems or the Big Sky Water and Sewer District.

Goal 12: Affordable housing supply adequate to meet the needs of all District residents.

The project helps provide more affordable housing options for the community and addresses Strategy 12.4 related to employee housing.

Finally, Workforce Housing Dormitory is allowed by the underlying zoning regulation if approved through the CUP process. Therefore, this request is in compliance with the Plan and Zoning Regulation.

Criteria 10.4.b. The Use will not adversely affect nearby properties or their occupants.

Response: The proposed Use will not adversely affect nearby properties or their occupants. The proposed building for Workforce Housing Dormitory will be centrally located within the lot adjacent to the existing buildings in a continuation of the existing clustered development. Disturbance to existing landscaping and natural features is thereby minimized. Adjacent properties to the north and west are also zoned as Commercial and Industrial Mixed Use (C-I) which allow for numerous similar and compatible Uses. The nearby property to the west is a 42-acre parcel zoned as Residential Cluster Single Family (RC-SF-5). Adjacent properties to the south are zoned as Residential Single Family 11,000 (R-SF-11,000) with lots between 0.27 and 0.56 acres in size and one commercial lot zoned as Commercial and Industrial Mixed Use (C-I).

Criteria 10.4.c. The Use meets density, coverage, Yard, Building Height, and all other applicable provisions of the Zoning Regulations.

Response: The proposed Workforce Housing Dormitory Use meets density, coverage, Yard, Building Height, and all other applicable provisions of the Zoning Regulations. The building does not exceed 35 feet in height and provides adequate off-street parking.

Workforce Housing Dormitory Standards

The following narration demonstrates compliance with the General Development Standards related to Workforce Housing Dormitory in Section 23 of the Gallatin Canyon/Big Sky Zoning Regulations.

23.13 Workforce Housing Dormitory:

a. The names of the Employer(s) will be identified during the permitting process.

Potential Employer(s) include Moonlight Basin, Spanish Peaks Mountain Club, Yellowstone Club, and Montage. The Employer(s) will be identified once lease(s) are finalized.

b. A designated property manager shall be identified during the permitting process to ensure that the premises are properly maintained. The name and number of the property manager as well as emergency service numbers shall be posted on all doors of rooms occupied by Employees. The exterior of the Structure(s) and grounds shall be well maintained and tidy (i.e., maintain Landscaping/grounds, Structure upkeep, etc.). Indoor areas must be kept clean and sanitary.

The name and number of the property manager as well as emergency service numbers will be posted on all doors of rooms occupied by Employees once the property manager is selected and

the building is constructed. The exterior of the Structure(s) and grounds will be well maintained and kept tidy by staff at the facility.

- c. The following activities are prohibited on the premises:
 - 1. Storage of inoperable vehicles

Inoperable vehicles will not be stored on the premises.

2. Auto repair and/or auto maintenance

Auto repair and/or auto maintenance will not occur on the premises.

3. Outdoor food storage

Outdoor food storage will not occur on the premises.

4. Storage and/or occupation of Recreational Vehicles, boats, and/or trailers.

Storage and/or occupation of Recreational Vehicles, boats, and/or trailers will not be stored on the Workforce Housing Dormitory premises.

5. Outdoor cooking is prohibited unless an Employer sets aside a designated area for Employees to cook and recreate outdoors.

Outdoor cooking and eating will be limited to existing designated areas on the property.

6. Separate beds must be provided for each Employee. Mattresses on the floor are prohibited. There shall be a minimum Floor Area of 45 square feet for each Employee (excluding the common living/recreation area required in #7 below).

Bedrooms are single-occupancy and minimum 96 square feet which provides adequate area for each employee excluding the common areas.

7. Employees must have access to a common living/recreation area either on or off the premises; such facilities will be identified in the Conditional Use Permit process.

Each of the twelve units will have a common living area as shown in the architectural plans.

8. Employees must have access to either an Employee cafeteria plan or furnished kitchen either on or off the premises. Furnished kitchen includes both appliances and cookware.

Each of the twelve units will have a fully furnished kitchen for common use as shown in the architectural plans.

 Cooking in individual sleeping rooms is limited to a microwave. There shall be no hot plates, toasters, toaster ovens, open flames, or the like in individual sleeping rooms. Cooking will occur in the kitchens as opposed to individual sleeping rooms.

10. The Employer shall provide on-site parking at a ratio of one (1) parking space per five (5) Employees and shall comply with all other applicable standards specified in Section 27.

The proposed 12-unit building has 95 single-occupancy beds. With one employee per bed, there would be 95 employees at full occupancy. This would require 19 parking spaces. Section 27 requires two (2) spaces per unit which equates to 24 spaces for the 12-unit building. The proposed parking lot includes 31 parking spaces.

11. Rooms shall be furnished by the Employer, including window coverings. Personal items are generally not provided.

Furniture, window coverings, and appliances will be furnished, however personal items will not.

12. Bathroom facilities must be provided on the premises. If individual rooms do not have a private bathroom with a shower, sink and toilet, then at least one shower, one sink, and one toilet must be provided for each five Employees.

Each eight-bedroom unit can house up to eight Employees, therefore two showers, sinks, and toilets are required. Each of the eight-bedroom units provides four showers, four sinks and four toilets. The 7-bedroom unit provides one shower, one sink, and one toilet for the single-occupancy studio, and two showers, two sinks, and two toilets for the other six employees.

13. The property manager shall enforce quiet hours between 11:00 pm and 7:00 am.

The property manager will enforce quiet hours between 11:00 pm and 7:00 am.

14. The Employer shall provide a communal dumpster facility that is screened and is sized commensurate to the size/capacity of the Workforce Housing Dormitory.

A communal trash receptacle will be placed behind the existing Buck's T-4 lodge as shown in the proposed site plan.

15. The property manager and/or owner shall be responsible for ensuring compliance with these standards. Gallatin County may pursue available enforcement remedies, including revocation of the Conditional Use Permit and/or fines, in the event of repeated and unresolved violations.

The property manager and/or owner will be responsible for ensuring compliance with these standards. Compliance will be in the best interest of the owner so as not to interfere with the other lodging uses and guests of the property.

Landscaping

The following narration demonstrates how the landscaping plans comply with applicable entry corridor and view protection standards set forth in Section 25 of the Zoning Regulation. The subject property is adjacent to U.S. 191 and therefore Entry Corridor Guidelines apply to the property. Standards from Section 25 are addressed as follows:

- **25.5.a.** The proposed building is located approximately 375 feet west of U.S. Highway 191. The existing buildings and landscaping will buffer the visual impact of the proposed building from properties to the north and south, and the entry corridor to the east. Proposed landscaping around the building and parking lot will buffer the visual impact of the proposed building to the properties to the west. The proposed Landscaping Plan provides a mixture of trees, shrubs, and groundcover around the proposed improvements that are appropriate for the Zoning District.
- **25.5.b.** It is understood that the existing site features within the 50-foot entry corridor setback predominately existed prior to the adoption of the Gallatin Canyon/Big Sky Zoning Regulations in 1996. Existing landscaping within the entry corridor setback generally consists of a berm, grass, deciduous trees, coniferous trees, and shrubs. It is not proposed to change the existing landscaping within the entry corridor setback. The proposed building and landscaping are located outside of the entry corridor setback area. The proposed Landscaping Plan provides a mixture of trees, shrubs, and groundcover around the proposed improvements that are appropriate for the Zoning District.
- **25.5.c.** It is understood that the existing site features within the 50-foot entry corridor setback predominately existed prior to the adoption of the Gallatin Canyon/Big Sky Zoning Regulations in 1996. It is not proposed to change the existing parking lot and other features within the entry corridor setback.

The proposed parking lot is outside of the entry corridor setback area and on the opposite side of the existing and proposed buildings. Visibility of the proposed parking lot from the entry corridor is therefore minimized.

- **25.5.d.** A landscape border is provided around the proposed parking lot per the landscaping plan.
- **25.5.e.** The proposed parking lot surface area is approximately 8,661 square feet. There is approximately 1,312 square feet of interior landscaping which is about 15.1% of the total parking lot area.
- **25.5.f.** The parking lot area is landscaped with a mixture of trees, shrubs, and groundcover.
- **25.5.g.** The proposed landscaping plants are native plantings that are fire and drought resistant.
- **25.5. h.** Required landscaping will be maintained in a healthy, growing condition at all times.
- **25.5.i.** The proposed parking lot connects to the existing parking lots in two locations which will utilize the two existing accesses to U.S. Highway 191.
- 25.5.j. There are no proposed facilities within the entry corridor setback. Proposed trash facilities

are located behind (west of) the existing lodge buildings and are therefore screened from view from the entry corridor.

- **25.6.** Tract 1 is not within any known designated view corridors.
- **25.7.** Site plan and architectural drawings are attached.
- **25.8.** Tract 1 is not within any known designated view corridors.
- **25.9** and **25.10**. Not applicable.

Fire Protection

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

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

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

- **6.1** The proposed structure will have a fire suppression system served by the existing water supply system. The building will have a BSFD keyed Knox Box for access to the building during emergency incidents per the attached BSFD land use permit approval.
- **6.2** The proposed fire protection water supply for the proposed structure meets or exceeds the fire flow and fire duration required by current Fire Code.
- **6.3** The fire suppression system for the proposed structure will comply with the current edition of the Fire Code. The project has been reviewed and approved by the BSFD per the attached BSFD land use permit approval.
- **6.4** The proposed structure will have a fire suppression system as noted above. Per the attached BSFD land use permit, a fire hydrant is located 25 feet from the proposed structure on the same property.
- **6.5** Per the attached BSFD land use permit, a fire hydrant is located 25 feet from the proposed structure on the same property.
- **6.6** The proposed structure is designed to meet or exceed the current editions of the Fire and Building Codes.

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

Parking and Traffic

A Shared Parking Analysis below describes how the proposed parking will be adequate for the proposed Structure, as well as how that will affect parking for the existing Structures on the Property.

See Table 2 below for parking requirements for the proposed building. Parking for the existing structures and uses was recently evaluated under the current conditional use permit and spaces were added for approval by the Planning Department. The proposed development is providing 31 spaces when only 20 are required and will therefore not affect parking for the existing structures in any way.

Table 2 – Parking Requirements					
Building	Use	Parking Required	Parking Provided		
Proposed	Workforce Housing Dormitory (12 Units)	20	31		

Existing approaches and access for the property will be utilized for this project. Montana Department of Transportation has been notified of this project, and any input regarding system impacts will be provided when received. Attached is email correspondence documenting this outreach. Attached are MDT Right-of-Way maps showing the existing approaches.

Existing access utilized for this project complies with the Gallatin County Transportation Design & Construction Standards. The Findings of Fact and Order from the Preliminary Plat Approval of Minor Subdivision 373 includes a finding that states "Access to the proposed subdivision is provided by Gallatin Road (Hwy 191), a state-maintained highway. The Commission found that all lots within the boundaries of the subdivision already gain access from this road, and that no new roads or road improvements will be required. The Commission found that the existing access meets the requirements of MCA 76-3-608 and the Gallatin County Subdivision Regulations." The access remains as it was in 2004 and it is not proposed to make any changes.

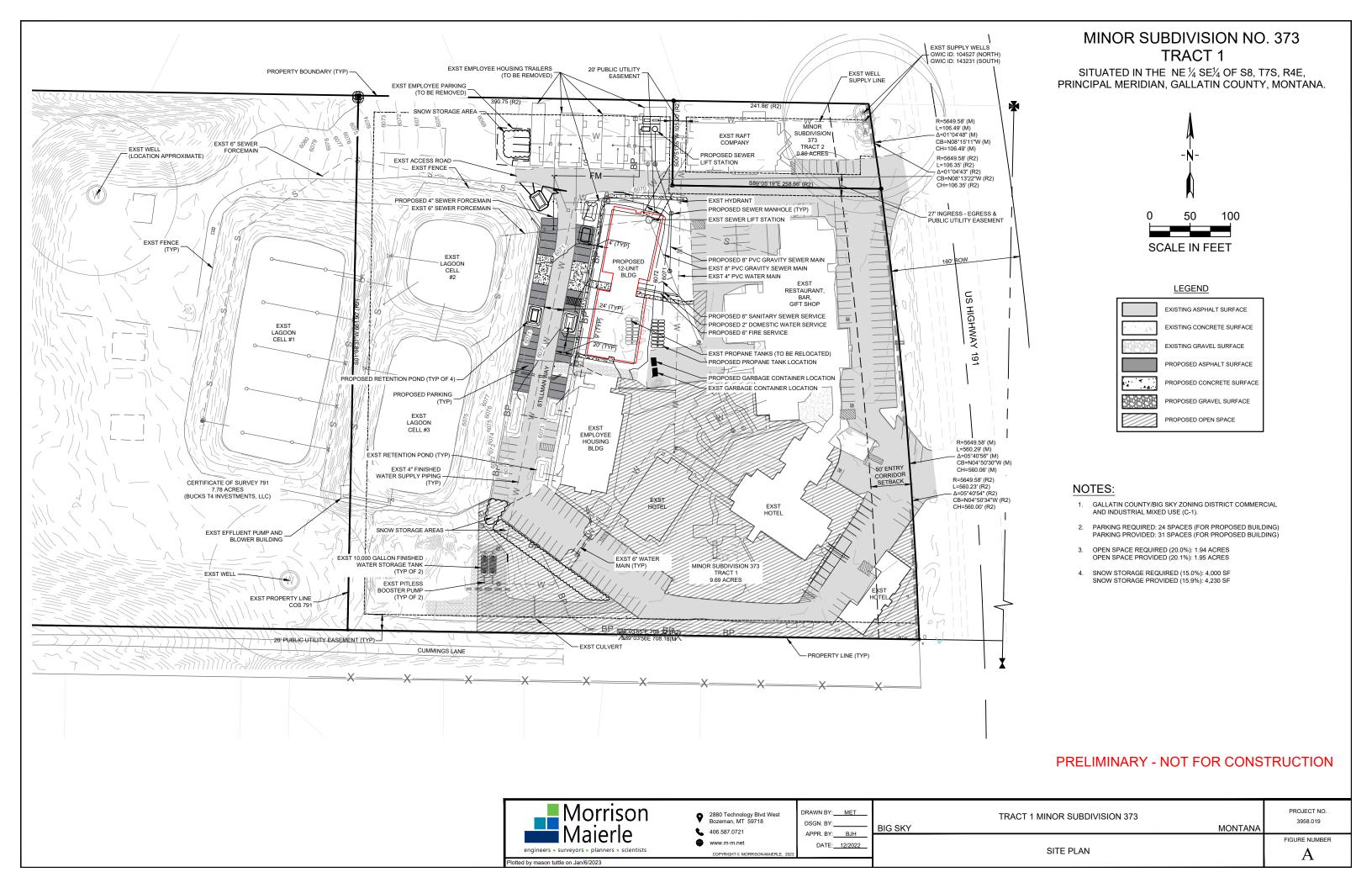
A traffic study will not be required for this project as the proposed development will not generate more than 500 average trips daily. Attached is a trip generation analysis with the estimated average daily trips attributed to the proposed development.

Conclusion

The proposed Workforce Housing Dormitory Use supports Goals and Strategies of the Gallatin Canyon/Big Sky Plan related to providing affordable and employee housing options.

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

Workforce Housing Dormitory Use is allowed by the underlying zoning regulation if approved through the CUP process. Therefore, approval of this CUP will allow the proposed Use to comply with Zoning Regulation.





BUCK'S T4 PHASE BUILDING WORKFORCE HOUSING SUITES BIG SKY, MT 59720

CUP & BLR PERMITTING PACKAGE

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

63 Pleasant Street Suite 300 Watertown, MA 02472 T: 617-926-9300

47 Town Center Ave Big Sky, MT 59730 T: 406-587-2917

751 Osterman Drive #104 Bozeman, MT 59715 T: 406-582-1936

Peter Rose + Partners

242 E Berkeley St, 5F Boston, MA 02118 tel 617.494.0202; fax 617.494.040-

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

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

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

CUP & BLR PERMIT



BUCKS T4 PHASE 3

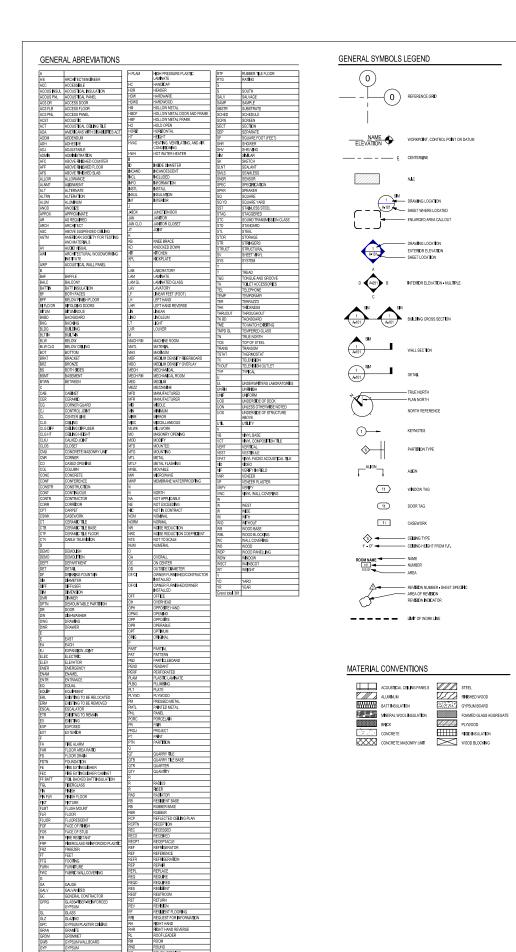
BIG SKY, MT 59720

NOT FOR CONSTRUCTION

date: 12/22/2022 CUP & BLR PERM**I**T PACKAGE

COVER

A0.00



GE	NERAL NOTES
_	
1,CO BETV 2,PEI 3,CO CONT 4,THI THES SPEC 5,REI	SECONDATIONS. HORSE PAUL CONFORM TO FERROLL STATE AND MALE PAUL COSTS, AND CREWNINGS. IN CASE OF COMPLET THE CONFIDENT CONCENTS AND CORE STOTY HE ACCRETE OF THE CONFIDENCE MADE STATE AND CREATED AND
TEME	
	A MUSES INDUSTED IN THE CONSTRUCTION DOCUMENTS SHOT IN CONTINENT MULCI, OR DISTRICT, WHITE MATERIALS AND THE PRESTALLAND MAR PARK OF THE CONSTRUCTION DOCUMENTS, PROJUGE ACCESSIORES, COMPONENTS AND ASSEMBLE RECESSAY FOR THE WORK. THE CONTINENT OF IS RESPONSIBLE FOR CONSTRUCTION MANN METHODS, TECHNIQUES, SOUR-DISES, SOUR-DISES, SOUR-DISES OF AUTO-DISES OF THE FAILURE OF ETHER TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACTOR COMMENT.
	ACCORDANCE WITH THE CONTRACT DOCUMENTS. ONTEY THE OWNER AND ARCHITECT OF DISCREPANCIES BETWEEN THE DRAWINGS AND FIELD CONDITIONS PRIOR TO START CONDITIONS.
	Of the priest of biscreakcy services orankous and dependant has, the costute or more restrictive concition shall be depand the contract recognishent, under somewhat strate in watering by the owner, a contractor is resonable for through unit waxaning shall be specifically and applicate codes, as well, which actual, measurements and established actual developes person beach particular they got work, and for
	COORDINATING THE WORK, I DRIVINGS GRAPH CALLY DEPICT THE DESIGN INTENT OF THE PROJECT, LOCATIONS AND DIMENSIONS SHOWN ON DRAWINGS. PARRAMANTE, AND SHOW THE GENERAL ARRANGEMENT, AND EXTENT OF WORK, DO NOT SCALE DRAWINGS OR USE AS SHOP DRAWINGS, CONTRACTION B RESPONSIBLE FOR DETERMINING THE EXACT SCOPE OF WORK FOR EACH SPECIFICATION SECTION.
6,AC	*
7 DIN 8 LAY 9 SCI SUBC	EPTINICE OF CONDITIONS. STARTING WORK CONSTITUTES ACCEPTANCE OF THE JOB SITE CONDITIONS, BRISDIAN, BRISDIANS ARE TO THE PACE OF PINNED OR WASORY ON LESS NOTICE OF HERMINE, OUT THE COMMINATION SHALL BE RESPONSED FOR PROFILE DIVINOUS OF THE WORK, DEBUILEE PRINCE TO START OF CONSTRUCTIVE, PROVIDE THE OWNERS AND ACCURATE WITH AS DEFOULE OF WORK AND A LIST OF ORTHANDORS WITH ADMINISTRATION OF THE OWNERS OF BANK SIGNORY FOR THE OWNERS AND ACCURATE OF THE OWNERS AND ACCURATE OF THE OWNERS OF BANK SIGNORY START OF THE OWNERS AND ACCURATE OF THE OWNERS OF BANK SIGNORY START OF THE OWNERS AND ACCURATE OF THE OWNERS OF BANK SIGNORY START OF THE OWNERS AND ACCURATE OF THE OWNERS OF BANK SIGNORY START OF THE OWNERS AND ACCURATE OWNERS.
	a SUBMIT CONSTRUCTION SCHEDULE IN EASY/TO-READ GRAPHIC TERMS (GANT) CHART) AT THE PRECONSTRUCTION CONFEREN 1, SHOW START DATE AND FINAL COMPLETION DATE FOR EACH PHASE, 2, SHOW START DATES AND COMPLETION DATES FOR MAJOR ELEMENTS OF THE WORK WITHIN EACH PHASE.
	IS BUSINE PROPED CONSTRUCTOR SCHEDULE SHAWING MODIFIED ACTIVITIES, CHANGES IN SCOPE, AND CHANGES TO PROJECTIONS OF PROGRESS AND COMPLETION DATES, IS BUSINESS OF PROGRESS AND COMPLETION DATES, ALLOTED FOR REVIEW, AND LONG LEAD TEMS, IS BUSINESS OF THE CONSTRUCTION SCHEDULE AND SUBMITIES SCHEDULE AT PROGRESS MEETINGS, INCLUDE DATES OF COMPRES PURPLETIONS AND SERVICES IN UPPORTED SCHEDULES,
APPR	OVA PARAMENTERIALS DO CORES FRANKES AND HAPDWANE C CALLANS SYSTEMS MALLYDRA MALLYDRA MALLYDRA LIGHT FRUINESS AND EXHIBITITY LIGHT FRUINESS AND EXHIBITITY REPORT TO LERRE PROVINCES FOR CONTITIONAL SUBMITTAL RECURERAENTS
12. S RESE PROD HAVE CONT	MENTIFICIANS. SINSTITUTIONS MELLE COMMISSION SUBSTITUTIONS TO ANOTHER COMMISSION TO APPRIORICATION OF COMMISSION SUBSTITUTIONS OF A SECOND COMMISSION SUBSTITUTION SUBSTITUTIO
14. P 15. D NOT I	OFFICE ALL PROPERTY OF THE PROJECT STIFLS OF
17. U BULL WOR	WOLD USE REQUIREMENTS COOKED WITE OF THE PROCEDULES SELECTED IS INCLUDED AN EXCUSION PROCEDUREMENT. INTERES PREPARED WORK ON DESTRUCTION OF DITTIES OR RECOVERY, ALL SYSTEMS THAT THE LORRIPH THEOLOGY SERVICES NOTE! THE BOX MANUFACHED AND OWNER, ORDINAL WITE HAPPROVAL, INVESTIDE AT LEAST TO AND IN ADVANCE, PREPARED TO START OF BOX MANUFACHED AND OWNER, ORDINAL WITE START OF THE ATTEMPT AND ADVANCE, PREPARED TO START OF BOX MANUFACHED AND OWNER, ORDINAL WITE START OF THE ATTEMPT AND ADVANCE, PREPARED TO START OF BOX MANUFACHED AND OWNER, AND ADVANCES AND ADVANCES. BOX MANUFACHED AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES. BOX MANUFACHED AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES. BOX MANUFACHED AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES. BOX MANUFACHED AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES. BOX MANUFACHED AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES. BOX MANUFACHED AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES. BOX MANUFACHED AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES. BOX MANUFACHED AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES. BOX MANUFACHED AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES. BOX MANUFACHED AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES. BOX MANUFACHED AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES AND ADVANCES. BOX MANUFACHED AND ADVANCES AND ADVAN
IN PR 19. P PREV 20. W	CHESS, THROUGH COMPLETEN OF THE PURCHEST, WHITE AND DETIREUTE MEETING MINITES WITHIN THREE DAYS OF THE DUGB MEETING, COMPRACTOR AND ALL SUB-CONTRACTORS MUST BE PRESENT, DIVESS REQUIREMENT IS WAIRED BY OWNER, AMURECTURERS INSTRUCTIONS. COMPLY WITH MANUFACTURERS SHIPED INSTRUCTIONS MUSTES MORE STRUCTURE.
21, M MATO WITH OR T	THE PATE OF THE PA
22, D ARCH	IFES OF WORK, TERRIPATION AND DAMAGE: REPORT DETERDRATION OR DAMAGE FOUND DURING THE COURSE OF THE WORK, OBTAIN ITECTS APPROVAL BEFORE PROCEEDING WITH REVISIONS TO AFFECTED WORK,
DOCU WOR CORP	SPECTIME WORK: CORRECT DEFECTIVE WORK, WHICH IS DEFINED AS WORK THAT DOES NOT COMFORM TO THE CONTRACT MANTS, OR WORK THAT BY VIDUALING A HAY ORDINANCE, BULL, REQULATION, W.O. OR ORDINEN THEFE IT AT THE TIME THE SECTION WHICH THE SOURCE HAS THE WORK COMPOSING TO THE CONTRACT CONDUMENTS SICKEPT FOR SHOW MULATION, BEIND SECTION WHICH THE SOURCE HAS THE RENOTED BY THE ARCHITECT, MAY FOR CORRECTION AND REPLICATION OF THE DEFECTIVE OF THE SECTION WHICH THE SECTION AND THE SECTION OF THE SECTION AND THE SECTION
OF ALL THE OPERA 24, T	PRES OR YOUNG. THE EMERICANT AND ADD LOWINGE PROPRED DETERMINENCE ON ANIMAGE COUND DUMNG THE COURSE OF THE WORK, OSTAIN TERREPORTATION AND DUMNGER PROPRED DETERMINENCE OF THE WORK, OSTAIN THE PROPRED THE WORK OF THE COURSE OF THE WORK OF THE WORK OF THE COURSE OF THE WORK OF
	a PROVIDE TEMPORARY CONSTRUCTION TO PROTECT ADJOINING PROPERTIES, THE FURIC, CONSTRUCTION PERSONNEL, AND ALLENING OCCUPANTS, DO NOT GESTULD MEANS OF EGRESS FROM MULLIONS OR STEE, b PROVIDE TEMPORARY CONNECTIONS, LIGHTING AND POWER STEEDUNG NEOLINED FOR THE WORK, REMOVE TEMPORARY LIGHTING, CONNECTIONS, AND POWER STEEDUNG AN CONVEYTE THOS OF WORK,
	C PHOUSE LIBERDARY HEATING AND VEHILLATION FOR COMFORT, SAFETY AND PROTECTION OF THE WORK, WORKERS, AND IMMEDIATION OF OCCUPIED AREAS, OF PROVIDE TEMPORARY FIRE EXTINGUISHERS REQUIRED BY STATE AND LOCAL BULLETING AND SAFETY CODES, OF PROVIDE AND ANNIAND SANTARY FACILITIES REQUIRED FOR EXECUTION OF THE WORK, COORDINATE WITH
	BULDING OWNER FOR PERMISSION TO ACCESS TO EMBTING SAMTRAY FACILITIES, 1 PROVIDE TELEPHONE AND FAXILISES TO THE PROJECT STITE, 5 STORAGE SPACE AT JOS BITTE IL LIMITED TO AREA OF CONSTRUCTION, ADUITIONAL OFF-SITE STORAGE REQUIRELEMENT ARE CONTRACTIONS RESPONSIBILITY. PROJECT MATERIALS STORED ON SITE FROM DAMAGE,
	h MAINTIAN SECURE CONSTRUCTION SITE, LOCK ENTRANCES TO PREVENT UNAUTHORIZED ENTRY TO SITE, I KEEP JOS SITE NEAT AND ORDERLY, PREE PROM ACCUMULATIONS OF DEMOUTION AND CONSTRUCTION WASTE, CLEAN SITE DRIVE SCHEDIN ET TRASH PERVOXID ON A DEGILLAR BASES IS IN ECTO TO THE OWNERS AND LOCAL

A NO ACCIDENCE BECENSES LLEAN, DRUGS OR SHOWING SHALL BE ALLOYED ON THE JOB STIFL,

A FREAD THE SENSE OR SHALL BE FREAD, DRIVED AS REPORTED ACCORDING TO PAPIENDE BULLING DODES, IF

NOTED ARE PLACE BULLING FREMENTS HAVE AND ELECTROPHEND OF CONTRACTOR.

A FREAD FRANCE BULLING FREMENTS HAVE AND ELECTROPHEND OF CONTRACTOR.

A FREAD FRANCE BULLING FREMENTS HAVE AND ELECTROPHEND OF CONTRACTOR.

A FREE PLACE BULLING FREMENTS HAVE AND ELECTROPHEND OF CONTRACTOR.

A FREE PLACE BULLING FREMENTS HAVE AND ELECTROPHEND OF THE ALLOY BULLING T

S SAME SET

15 FARMED DOCUMENTS SEPARATE FROM DOCUMENTS USED FOR CONSTRUCTION AND ANN LABLE FOR
AND HESTS INSPECTION.

16 MAY REPORT DRIVINGS. SEPETIANTING AND ADDRIVED MEAT VAND LEIGHT, VINT DOCUMEN PRANT, OR
RESET TO MANUELS TO SHOW ACTUAL CONSTRUCTION AND PROJUCTS USES, MEDIFICATION CONSTRUCTION

16 MAY REPORT DRIVINGS. AND ADDRIVED AND PROJUCTS USES, MEDIFICATION CONSTRUCTION

17 MAY REPORT DRIVINGS. AND ADDRIVED AND ADDRIVED

LEANMONTS

3 THAN WARREN OF LIEN

COPRENTINES MANTENANCE WANULS INCLUDIG ARCHTECTURAL ELEMENTS ILS SPECIAL LIGHT PATURES, SHOP

WARREN LIES FORM SECONDANCIONS

COPY OF PERSON BELLION PERSONS COCUPANCY PERMITS, ETC.)

I RECORD CRAWNING MICHIELDURAL COCUPANCY PERMITS, ETC.)

I REC

33, WARRANTES: GURRANTEE WORK, NCLUDING LABOR, MATERIALS AND EQUIPMENT, FOR ONE (1) YEAR FROM DATE OF SUBSTANTIAL COMPLETION (FINAL COMPLETION FOR PUNCH LET INCOMPLETE WORK).
33, FINAL ACCEPTANCE: TURN OVER PROJECT TO THE OWNER IN A COMPLETE, PULLY OPERATIONAL AND CLEAN COMPLETO.

7 PROGRESS SCH 8 SUBMITTALS 9 SAMPLES

NO.	SHEET NAME	REV, ISSUE DATE	ISSUE DESCRIPTION
00 GENER	N.		
AO.OO	COVER	1 12/22/2022	CUP & BLR PERMIT
A0.01	SHEET LIST AND GENERAL NOTES	1 12/22/2022	CUP & BLR PERMIT
нци	STICE I LIST AND GENERAL NOTES	1 12222022	CUP & DUR PERMII
03 LANDSC			
L0,000	COVER SHEET	1 12/22/2022	CUP & BLR PERMIT
L0,001	GENERAL NOTES AND LEGEND	1 12/22/2022	CUP & BLR PERMIT
L0,002	GENERAL KEY MAP	1 12/22/2022	CUP & BLR PERMIT
L3,101	IRRIGATION DIAGRAM	1 12/22/2022	CUP & BLR PERMIT
L3,102	IRRIGATION DIAGRAM	1 12/22/2022	CUP & BLR PERMIT
L4,001	PLANTING NOTES AND LEGEND	1 12/22/2022	CUP & BLR PERMIT
L4,101	PLANTING PLAN	1 12/22/2022	CUP & BLR PERMIT
L4,102	PLANTING PLAN	1 12/22/2022	CUP & BLR PERMIT
L4,401	PLANTING DETAILS	1 12/22/2022	CUP & BLR PERMIT
05 ARCHET	ECTURE		
A0.02	AREA PLANS	1 12/22/2022	CUP & BLR PERMIT
A0.03	AXONOMETRIC VIEWS	1 12/22/2022	CUP & BLR PERMIT
A0.10	ARCH SITE PLAN	1 12/22/2022	CUP & BLR PERMIT
A0.20	I FE SAFTEY	1 12/22/2022	CUP & BLR PERMIT
A0.30	MODULE KEY PLAN	1 12/22/2022	CUP & BLR PERMIT
A1.00	BASEMENT PLAN	1 12/22/2022	CUP & BLR PERMIT
A1.01	LEVEL 01 FLOOR PLAN	1 12/22/2022	CUP & BLR PERMIT
A1.02	LEVEL 02 FLOOR PLAN	1 12/22/2022	CUP & BLR PERMIT
A1,03	LEVEL 03 FLOOR PLAN	1 12/22/2022	CUP & BLR PERMIT
A1.04	ROOF PLAN	1 12/22/2022	CUP & BLR PERMIT
A1,11	LEVEL 01 • REFLECTED CELLING PLAN	1 12/22/2022	CUP & BLR PERMIT
A1,12	LEVEL 02 • REFLECTED CELING PLAN	1 12/22/2022	CUP & BLR PERMIT
A1,13	LEVEL 03 • REFLECTED CELLING PLAN	1 12/22/2022	CUP & BLR PERMIT
A2,00	BUILDING ELEVATIONS	1 12/22/2022	CUP & BLR PERMIT
A3,00	BUILDING SECTIONS	1 12/22/2022	CUP & BLR PERMIT
A3 ₀ 01	BUILDING SECTIONS	1 12/22/2022	CUP & BLR PERMIT
A4,00	SUITE 102 FLOOR PLAN	1 12/22/2022	CUP & BLR PERMIT
A4,01	SUITE 102 RCP	1 12/22/2022	CUP & BLR PERMIT
A4,02	SUITE 104 FLOOR PLAN	1 12/22/2022	CUP & BLR PERMIT
A4,03	SUITE 104 RCP	1 12/22/2022	CUP & BLR PERMIT
A4,04	SUITE 202 FLOOR PLAN	1 12/22/2022	CUP & BLR PERMIT
A4,05	SUITE 202 RCP	1 12/22/2022	CUP & BLR PERMIT
A7,00	ASSEMBUES	1 12/22/2022	CUP & BLR PERMIT
06 FIRE PR	OTECTION		
FXX01	HIRE SPRINKLER COVER	1 12/22/2022	CUP & BLR PERMIT
FX101	FIRE PROTECTION PLANS	1 12/22/2022	CUP & BLR PERMIT
FX102	FIRE PROTECTION PLANS	1 12/22/2022	CUP & BLR PERMIT

SHEET INDEX

Peter Rose +
Partners
242 E Berkeley St, 5F Boston, MA 02118 tel 617.494.0202; fax 617.494.0404
Landscape Architect: BrightView 1845 Grant St, Denver, CO 80203 T: 844-332-6068
Structural Engineer: RSE Associates Inc, 63 Pleasant Street Suite 300 Waterfown, MA 02472 T: 617-926-9300
MEP Engineer: Energy 1 47 Town Center Ave, Big SkY, MT 59730 T: 406-587-2917
Fire Protection Engineer: Coffman Engineers, hc, 751 Osterman Drive #104 Bozeman, MT 59715 T: 406-582 1936



BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

CUP & BLR PERMIT PACKAGE 1/8" = 1"-0"

> SHEET LIST AND GENERAL NOTES

A0.01





6 LEVEL 03 F.F. 1/16" = 1'-0"









3 LEVEL 03 F.F. 1/16" = 1'-0"





Peter Rose + Partners

242 E Berkeley St, 5F Boston, MA 02118 tel 617.494.0202; fax 617.494.0404

Landscape Architect: BrightView 1645 Grant St. Denver, CO 80203 T: 844-332-6068

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

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

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

CUP & BLR PERMIT



BUCKS T4 PHASE 3

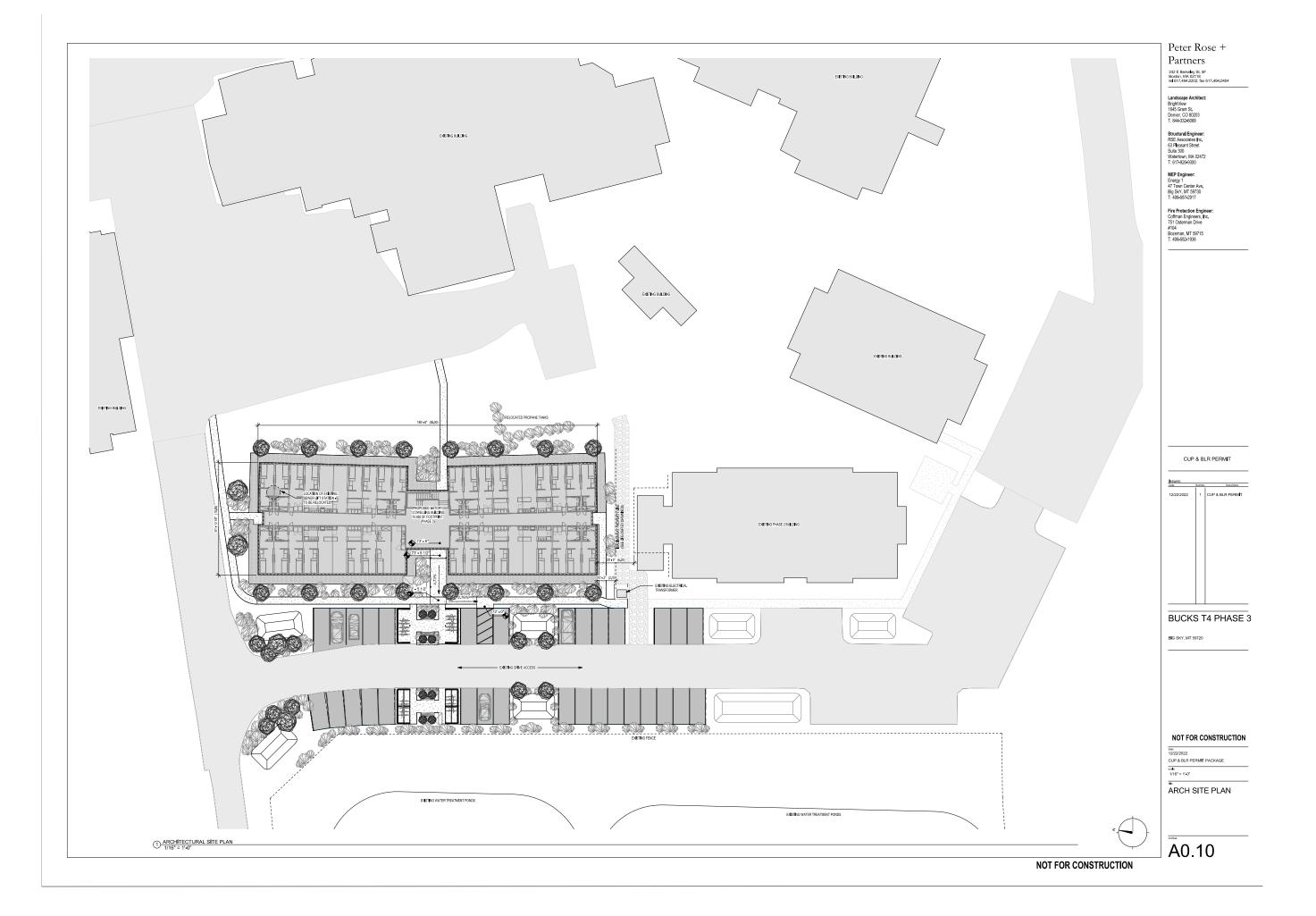
BIG SKY, MT 59720

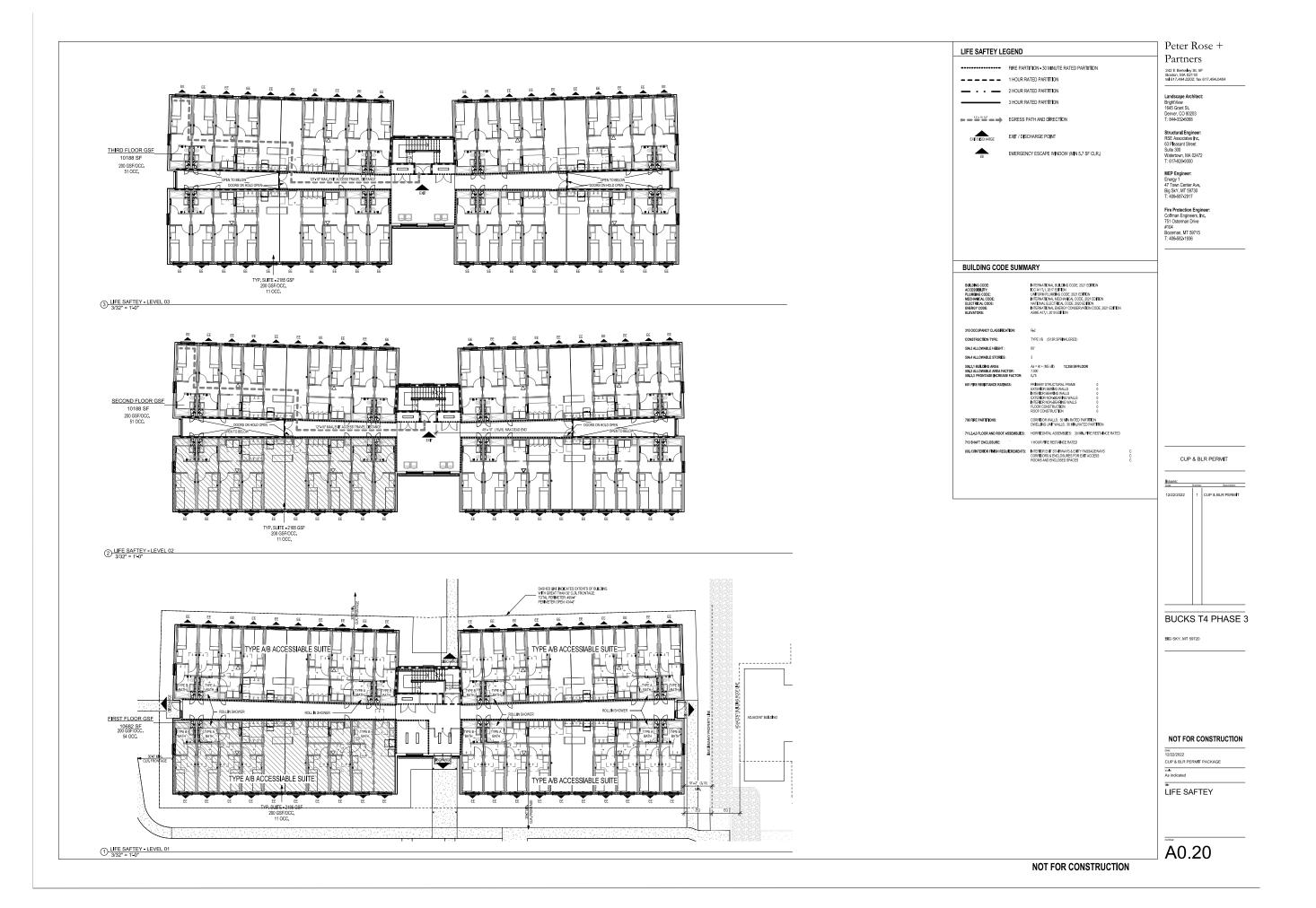
NOT FOR CONSTRUCTION

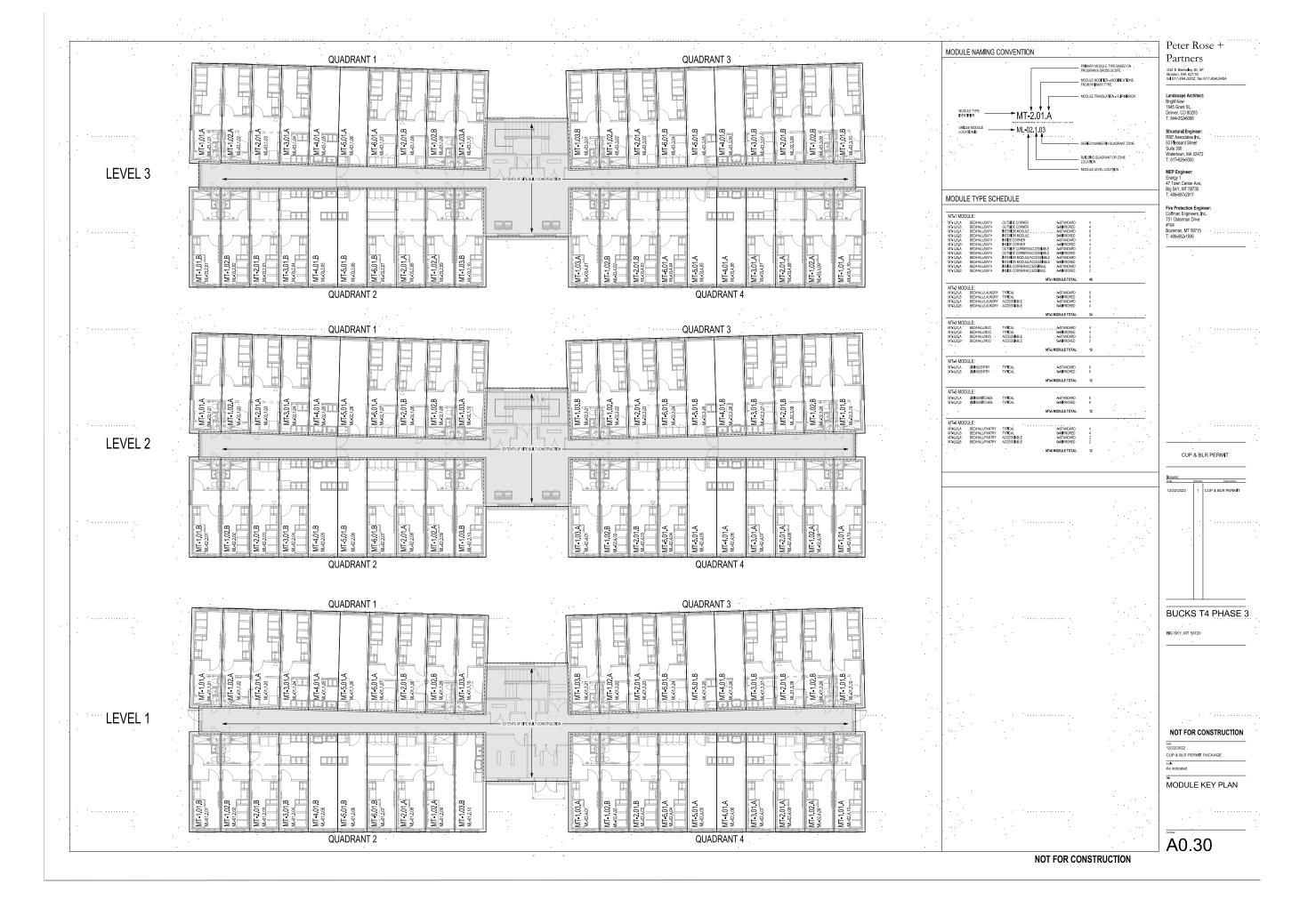
AREA PLANS

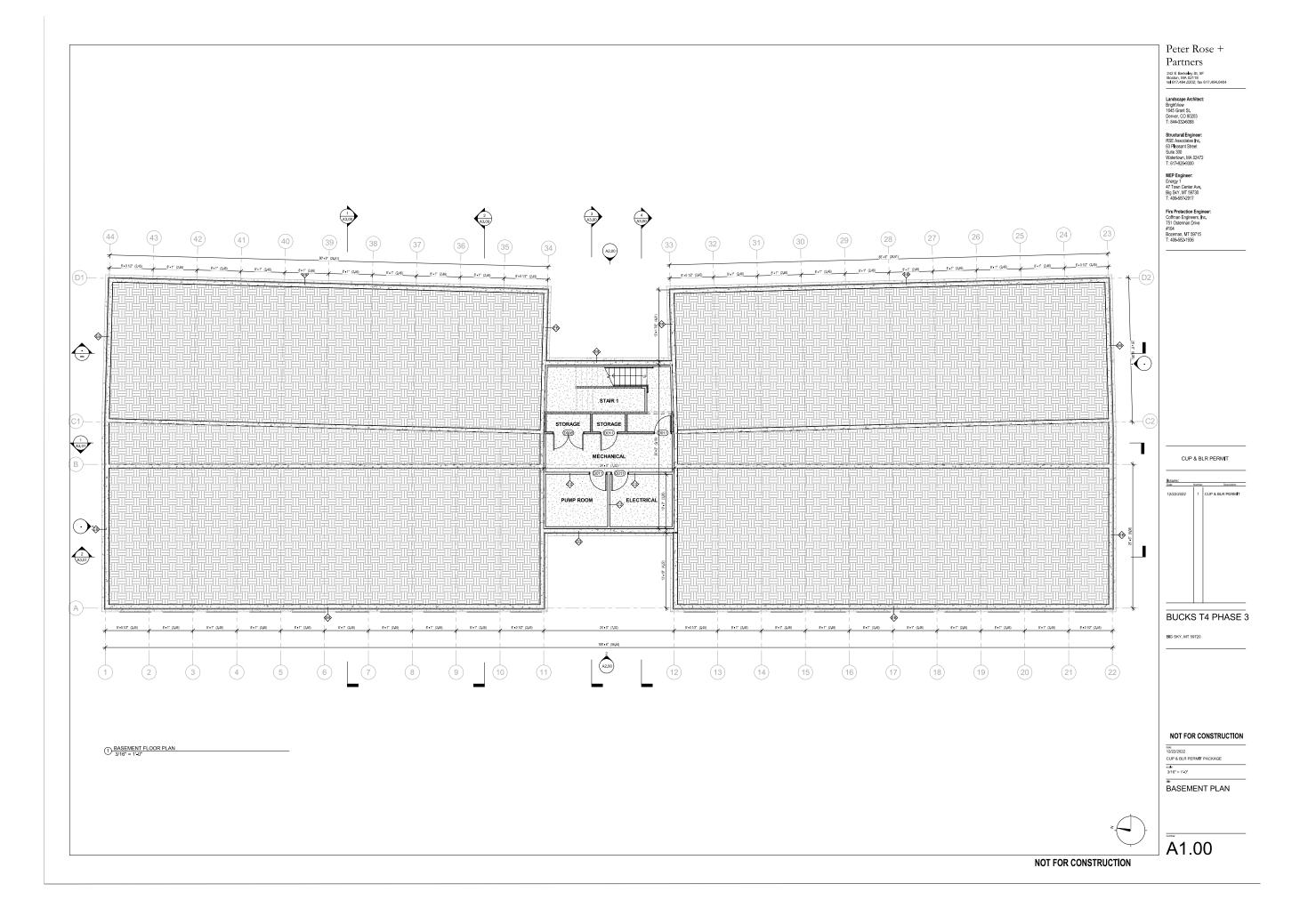
A0.02

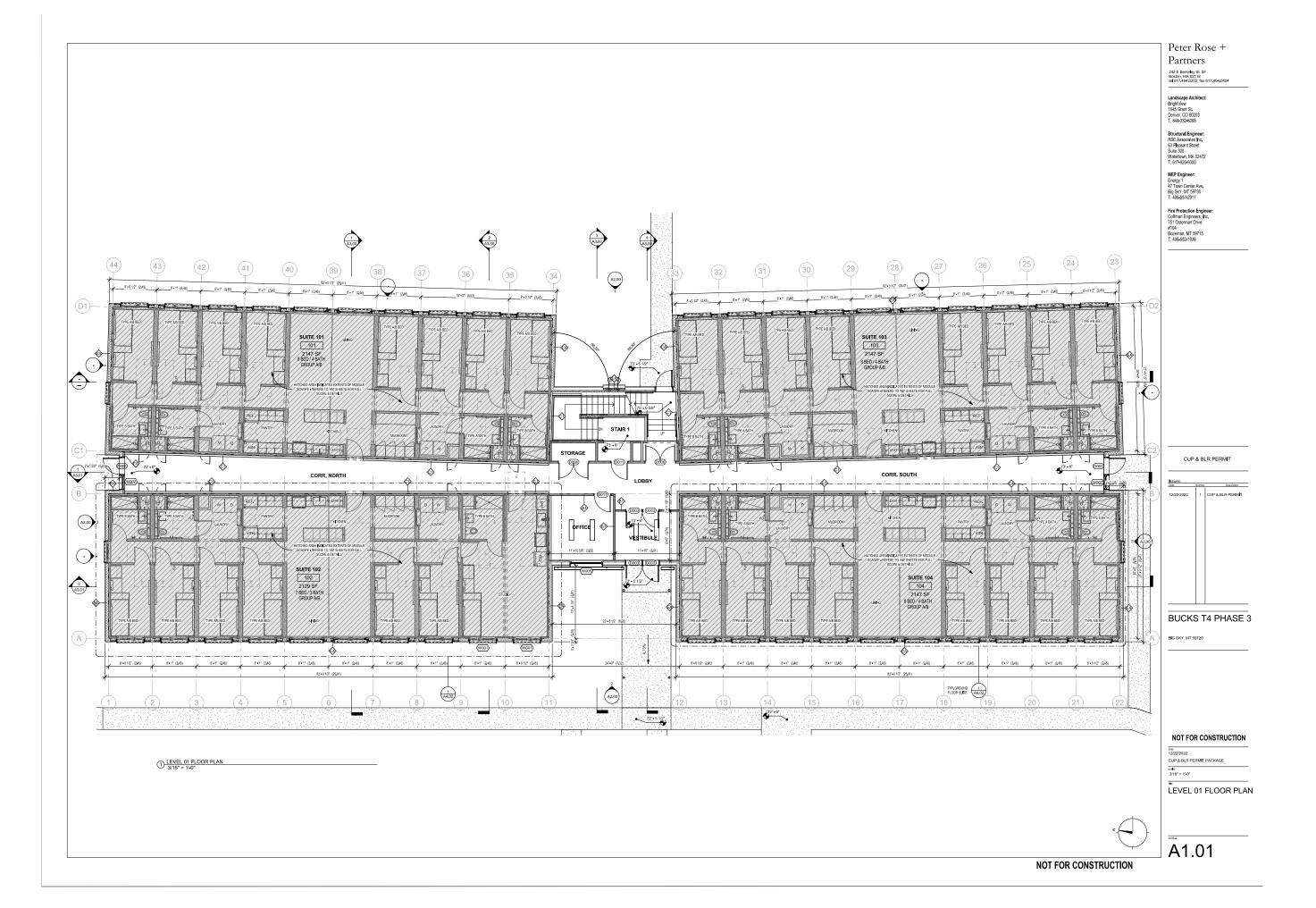


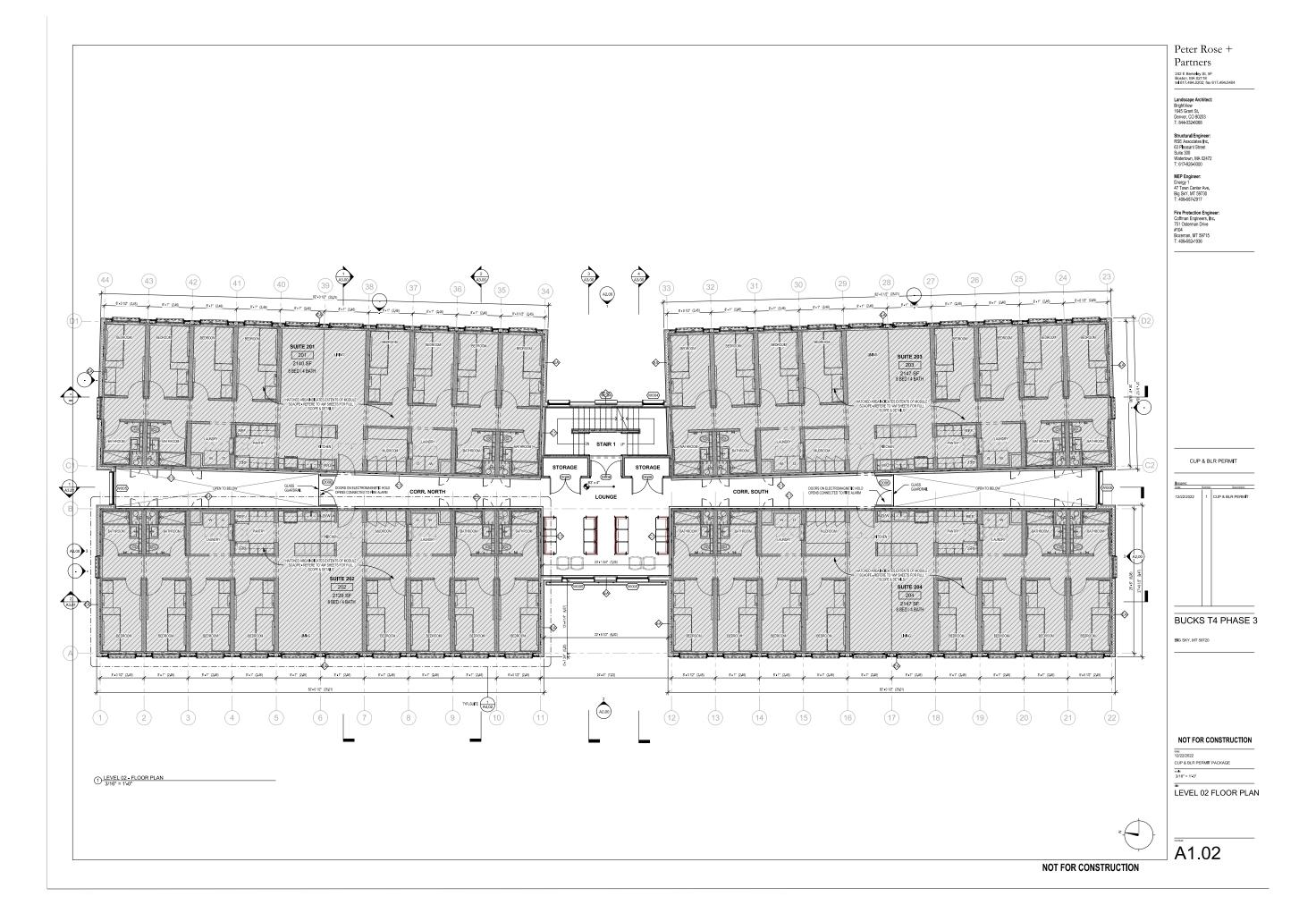




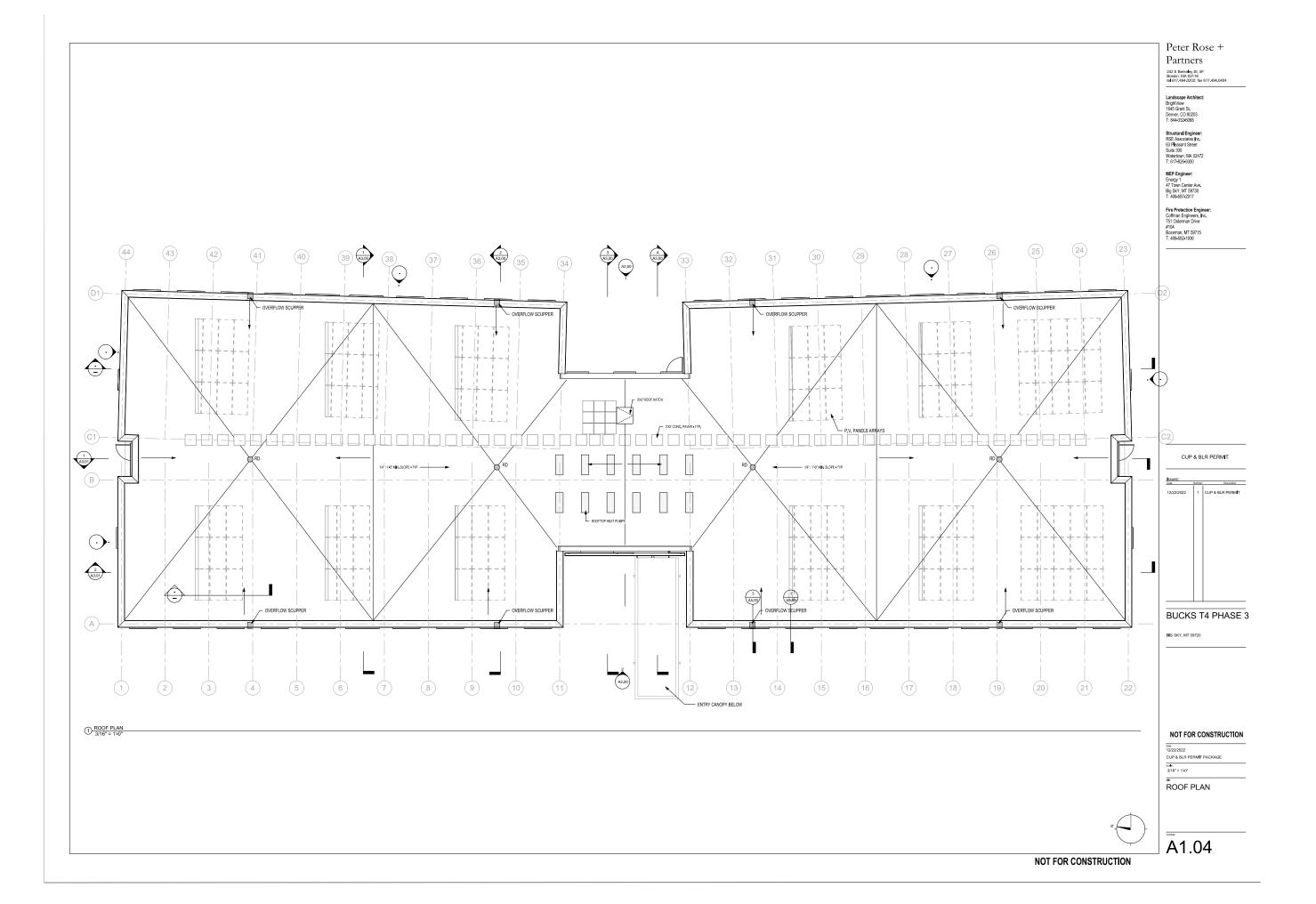


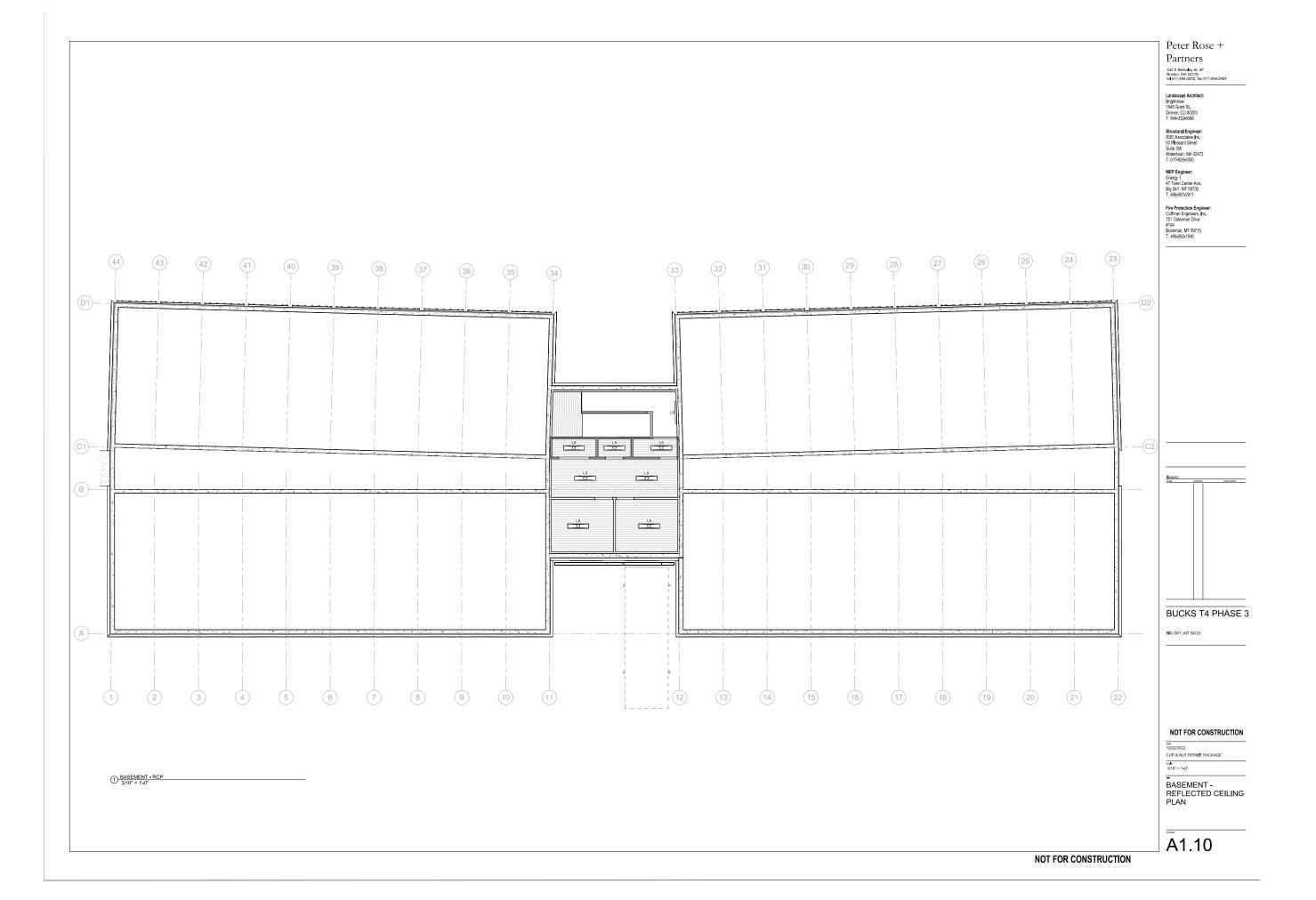


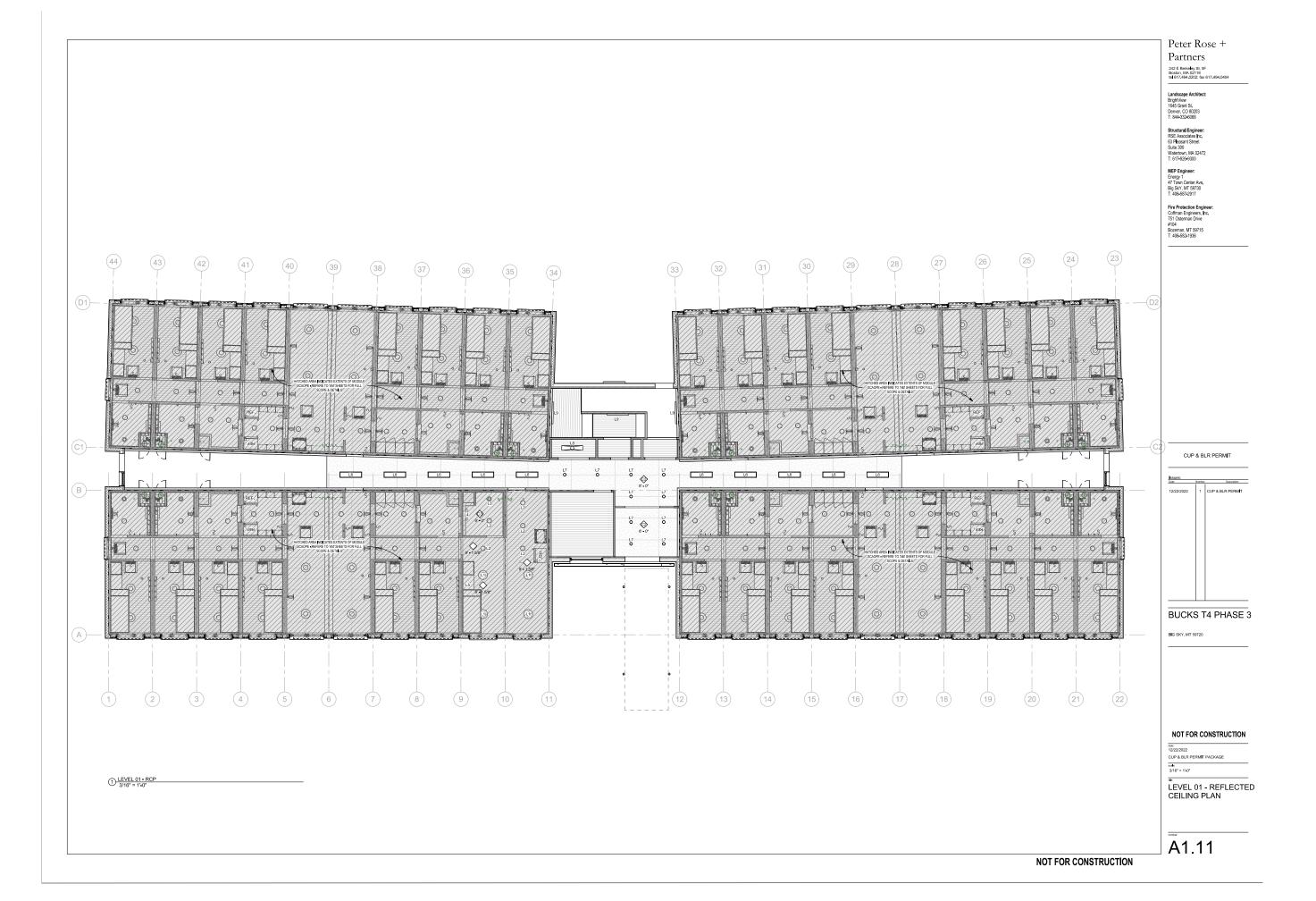


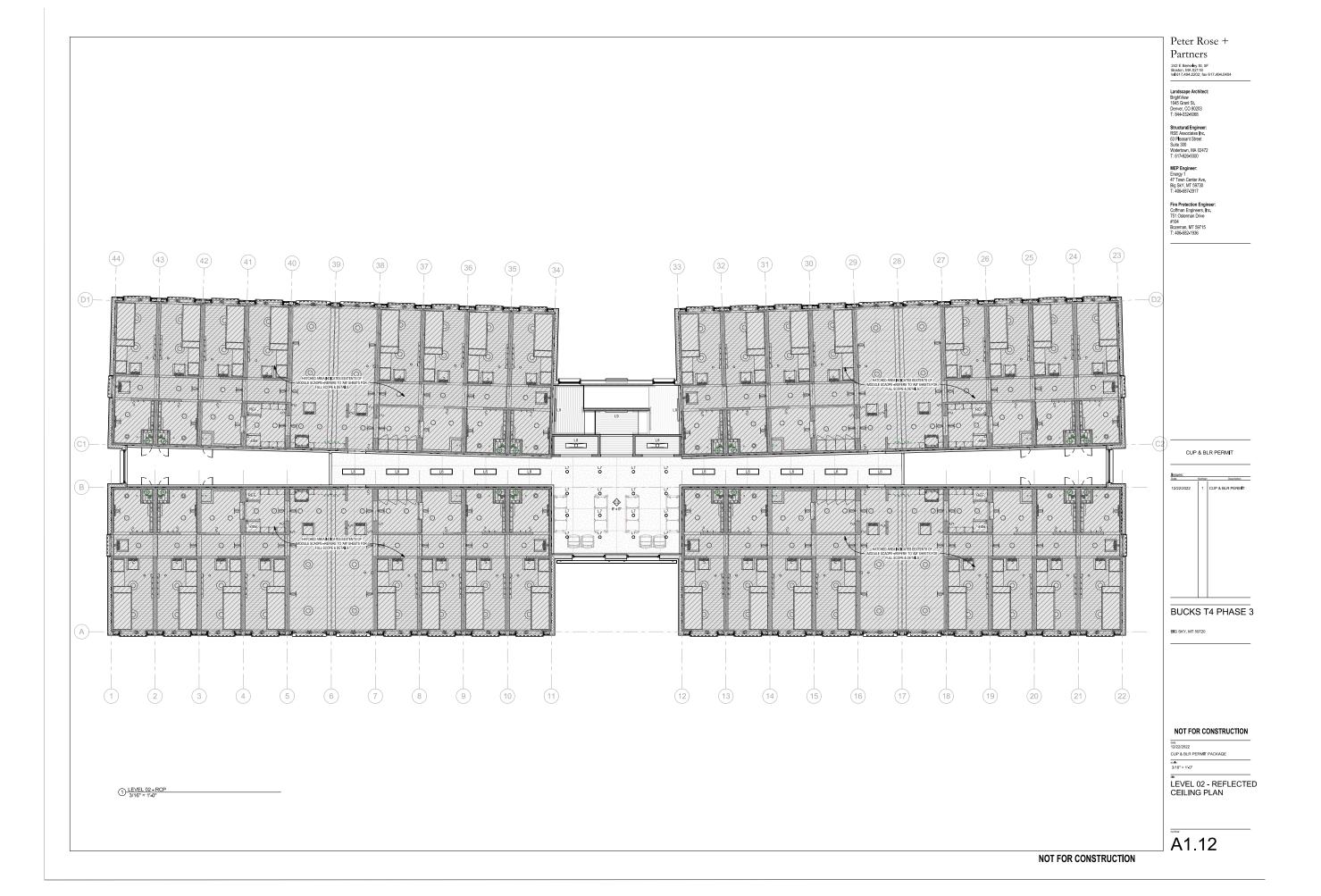


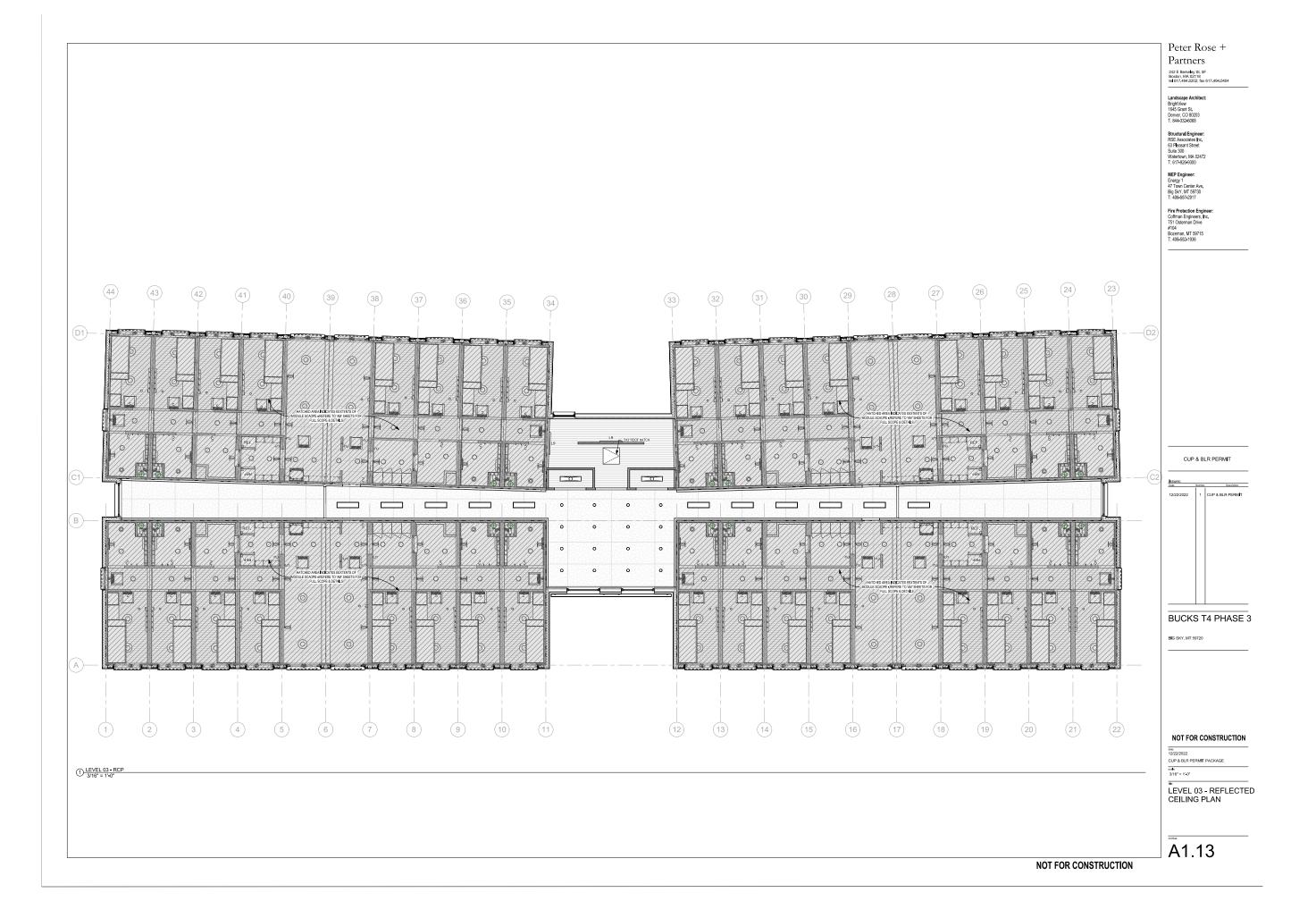


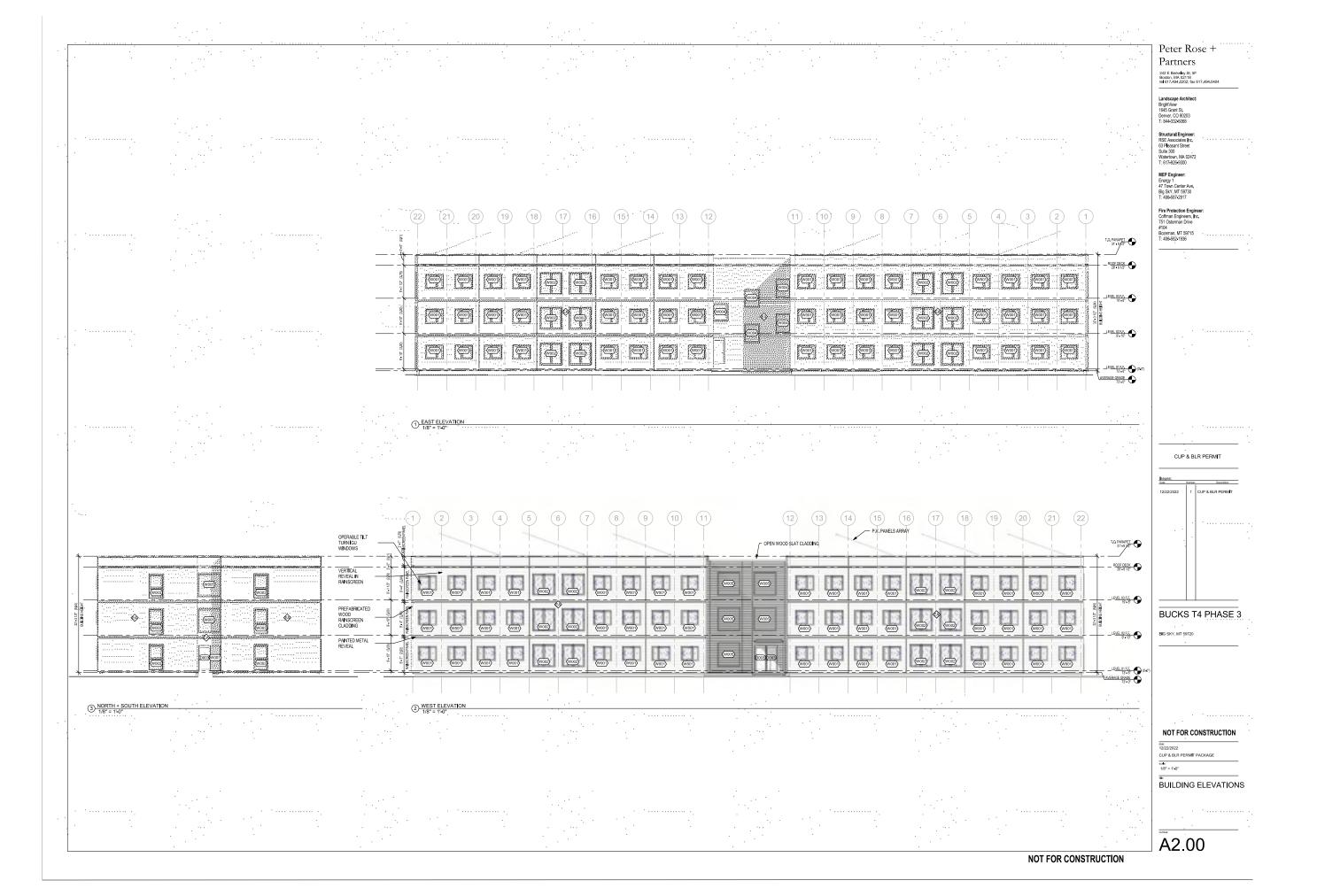


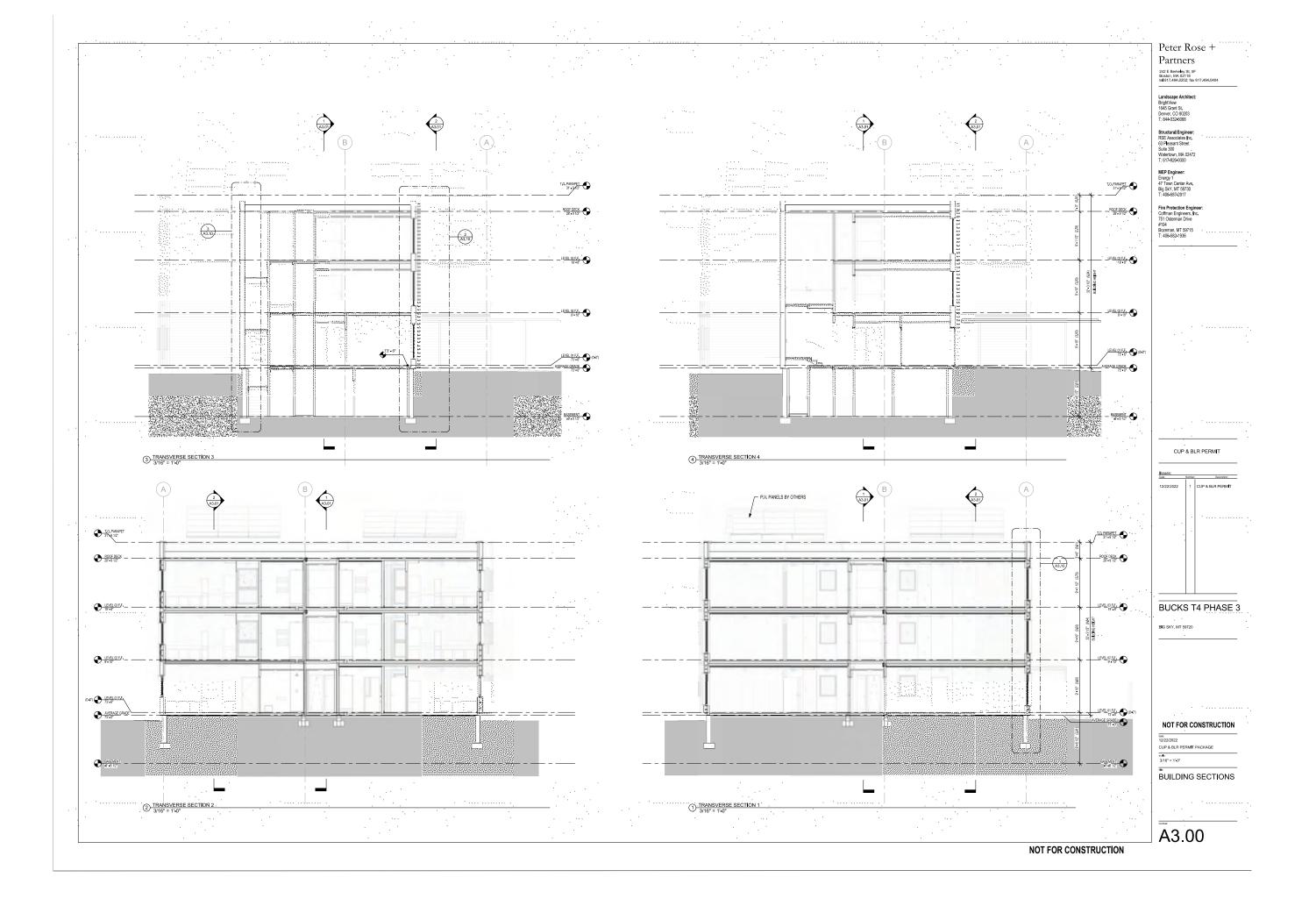


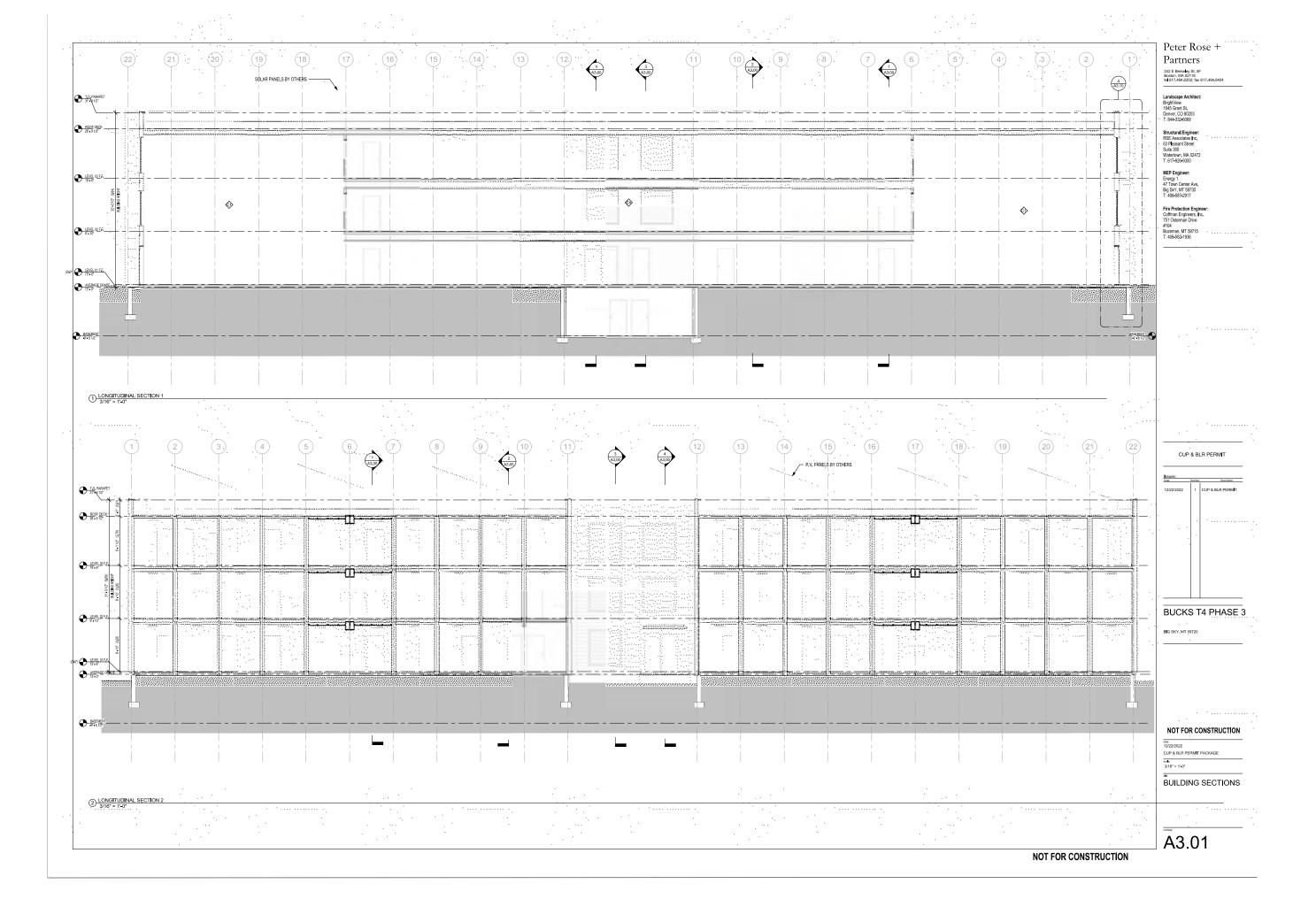


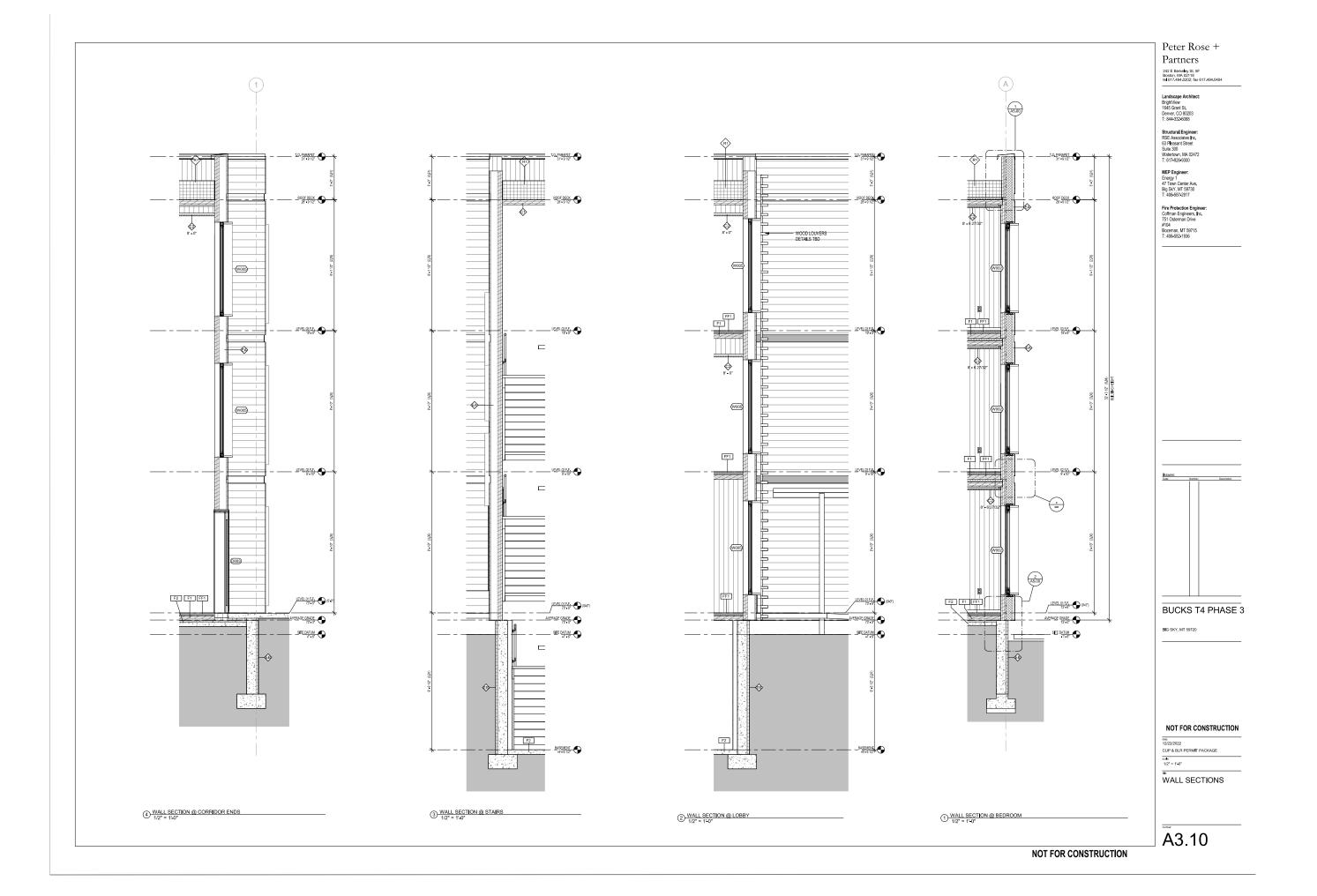


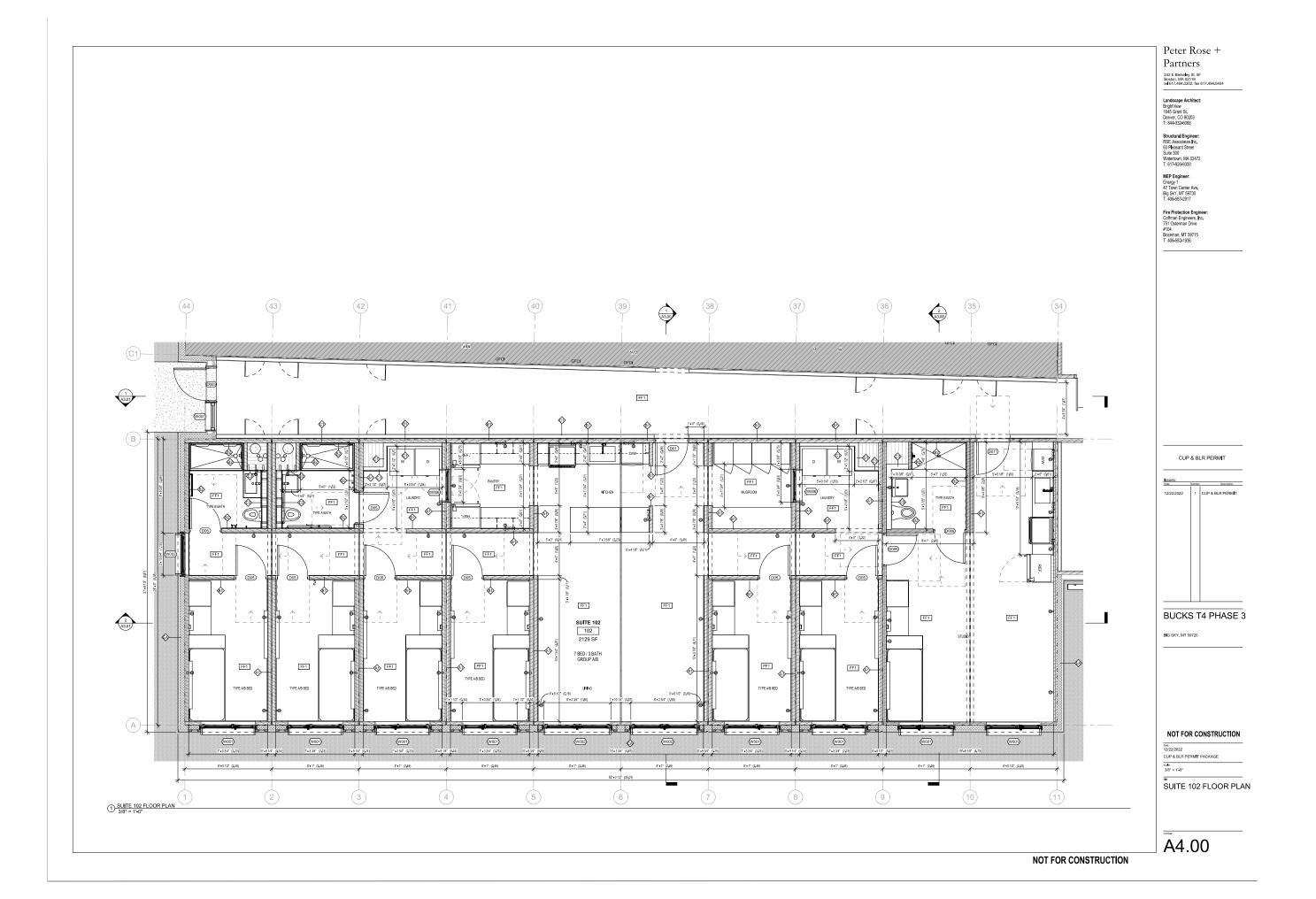


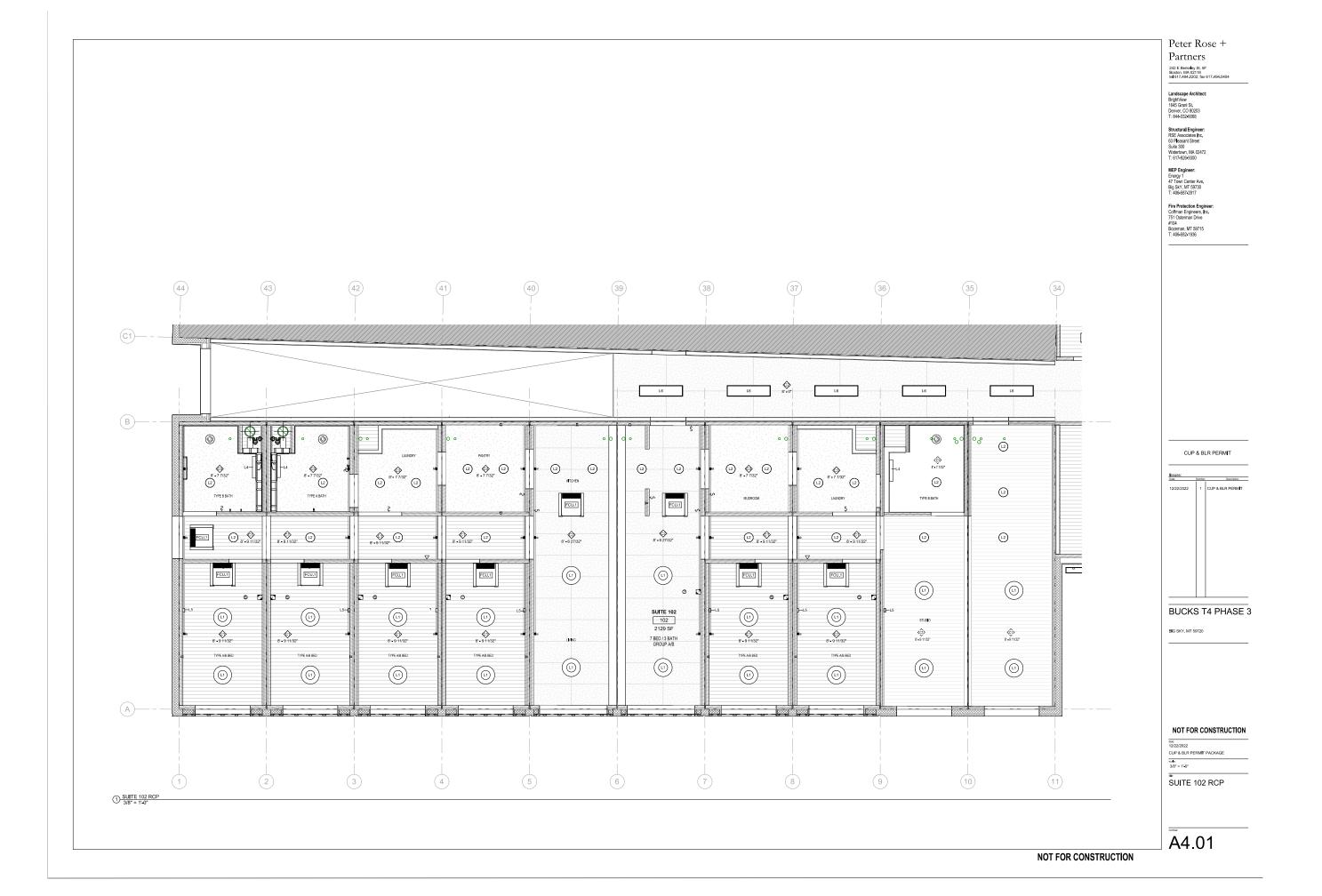


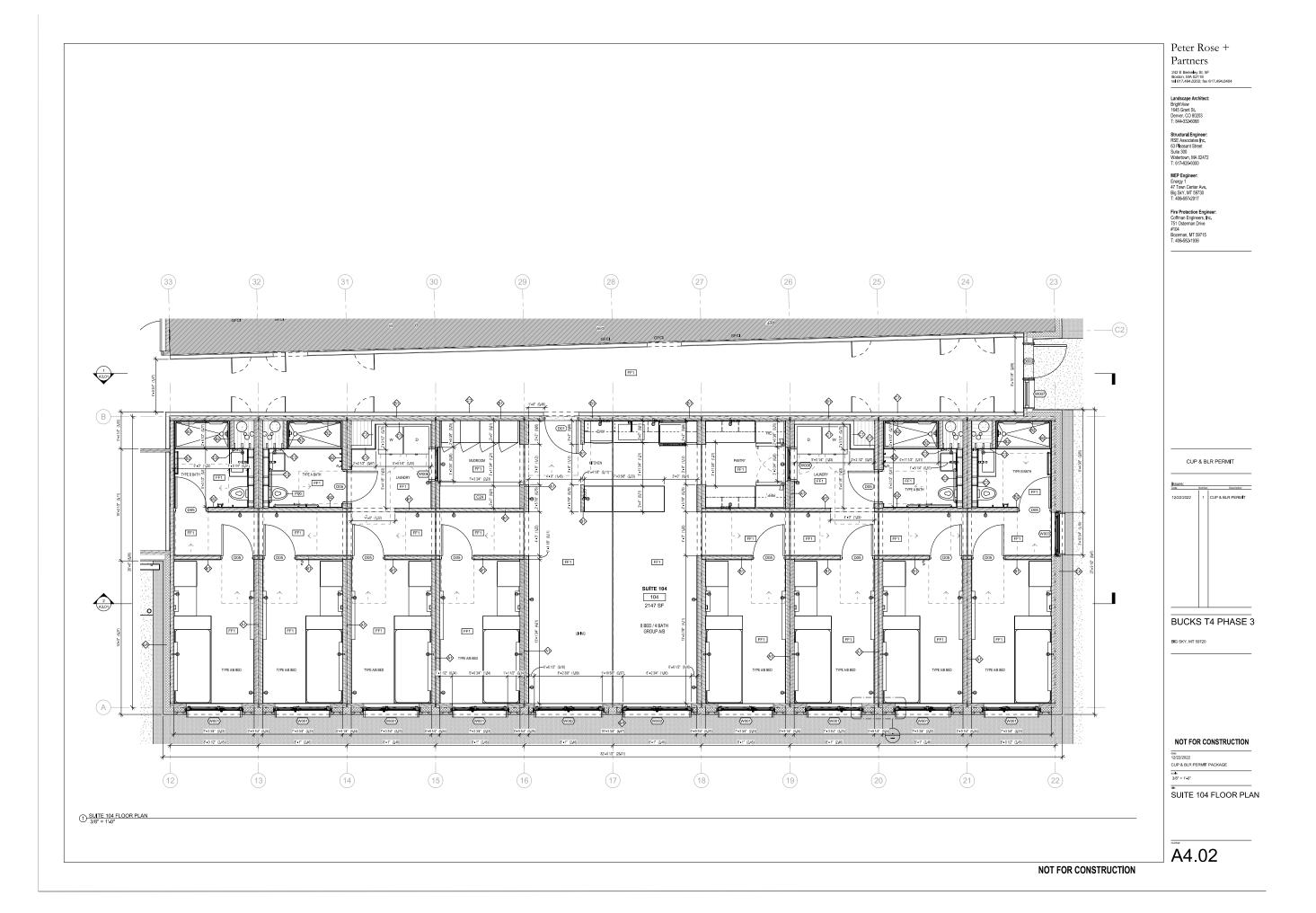


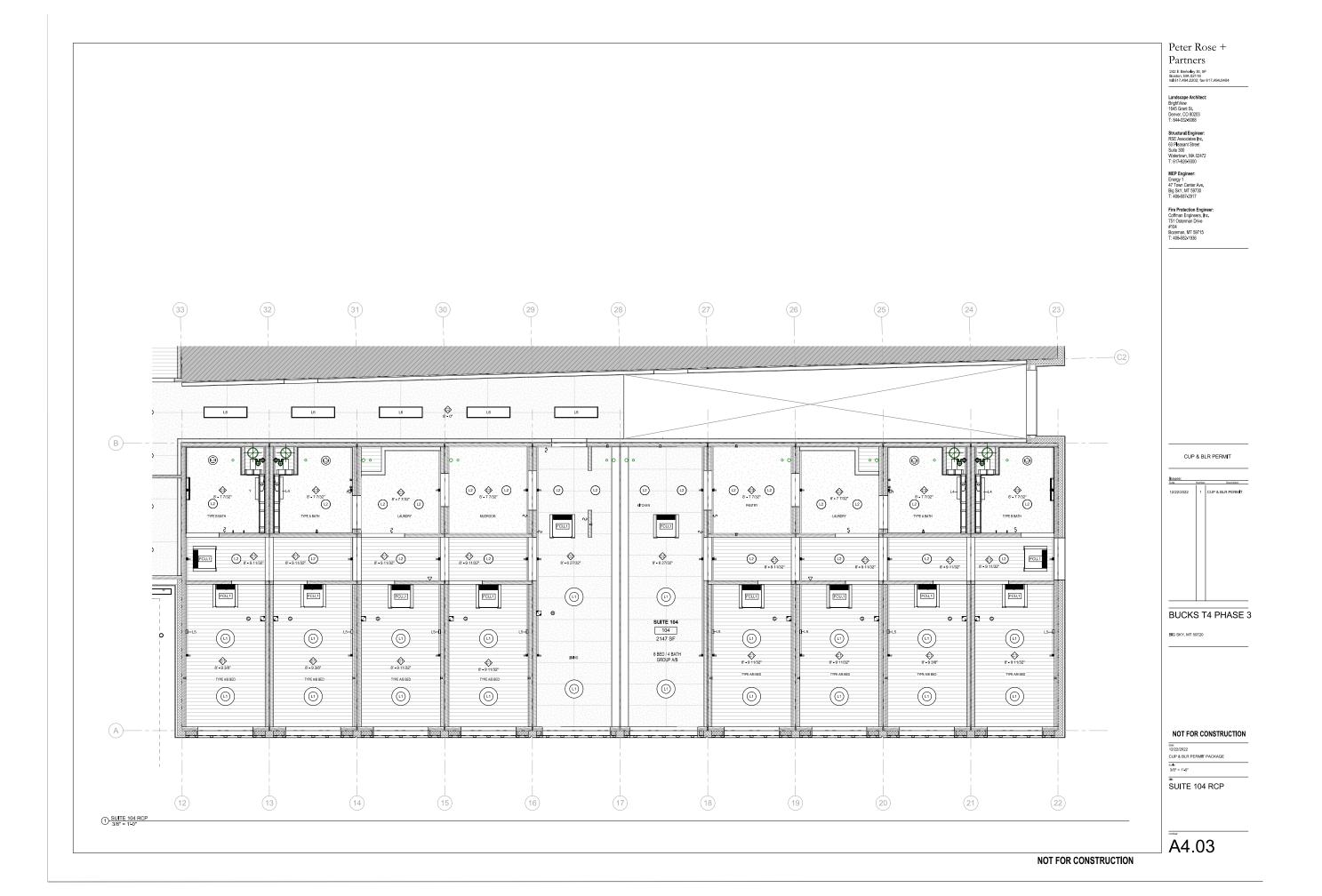


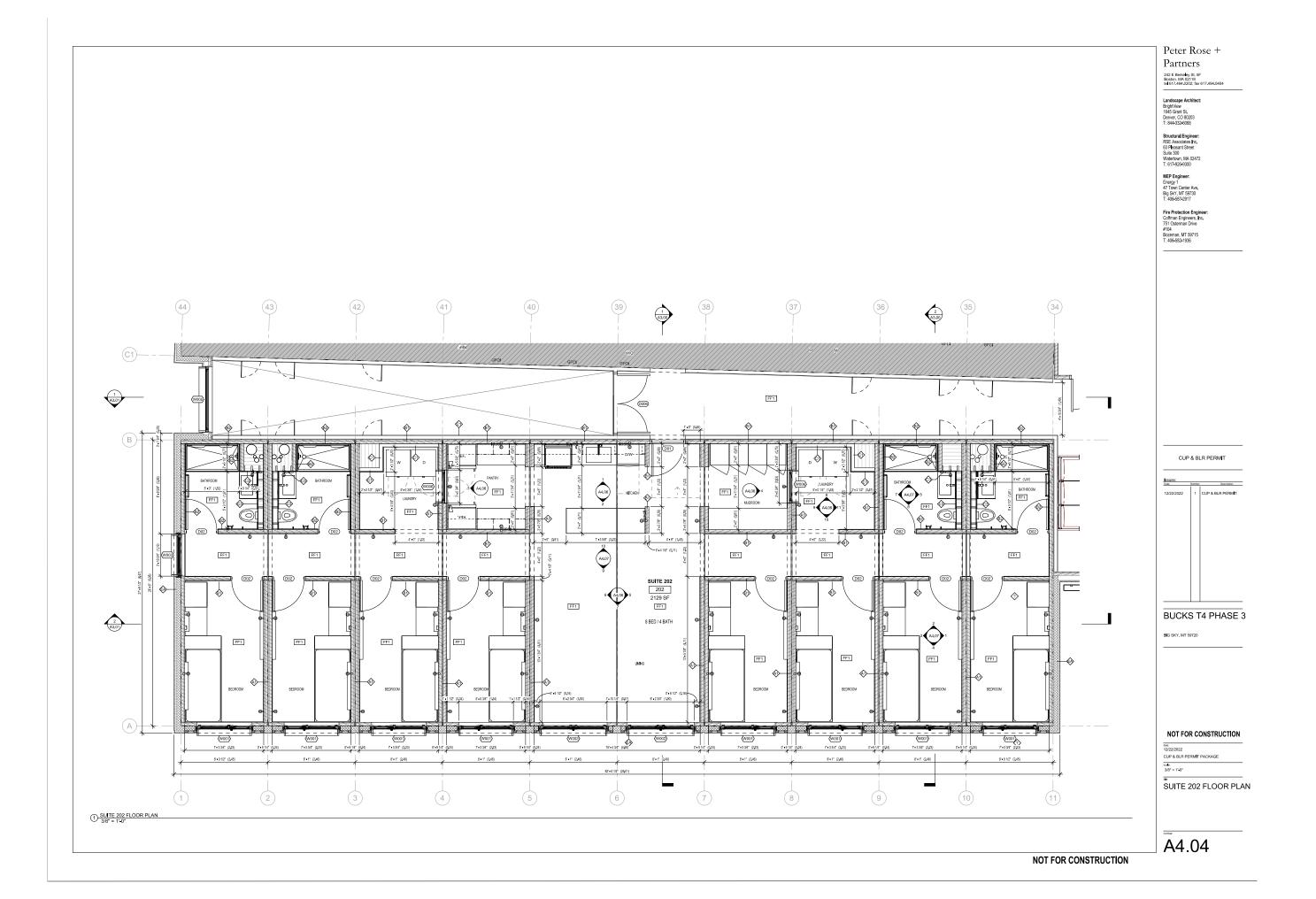


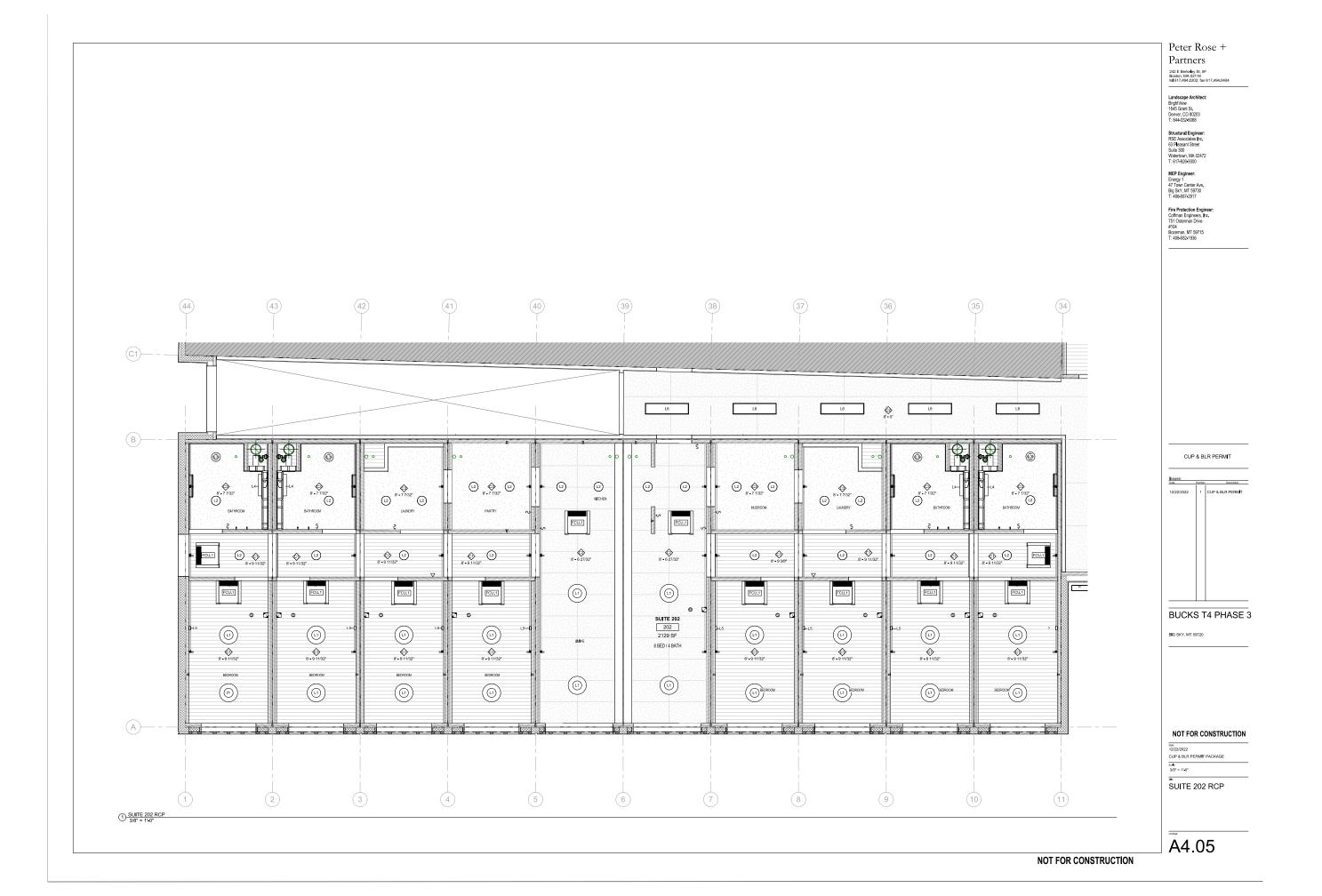


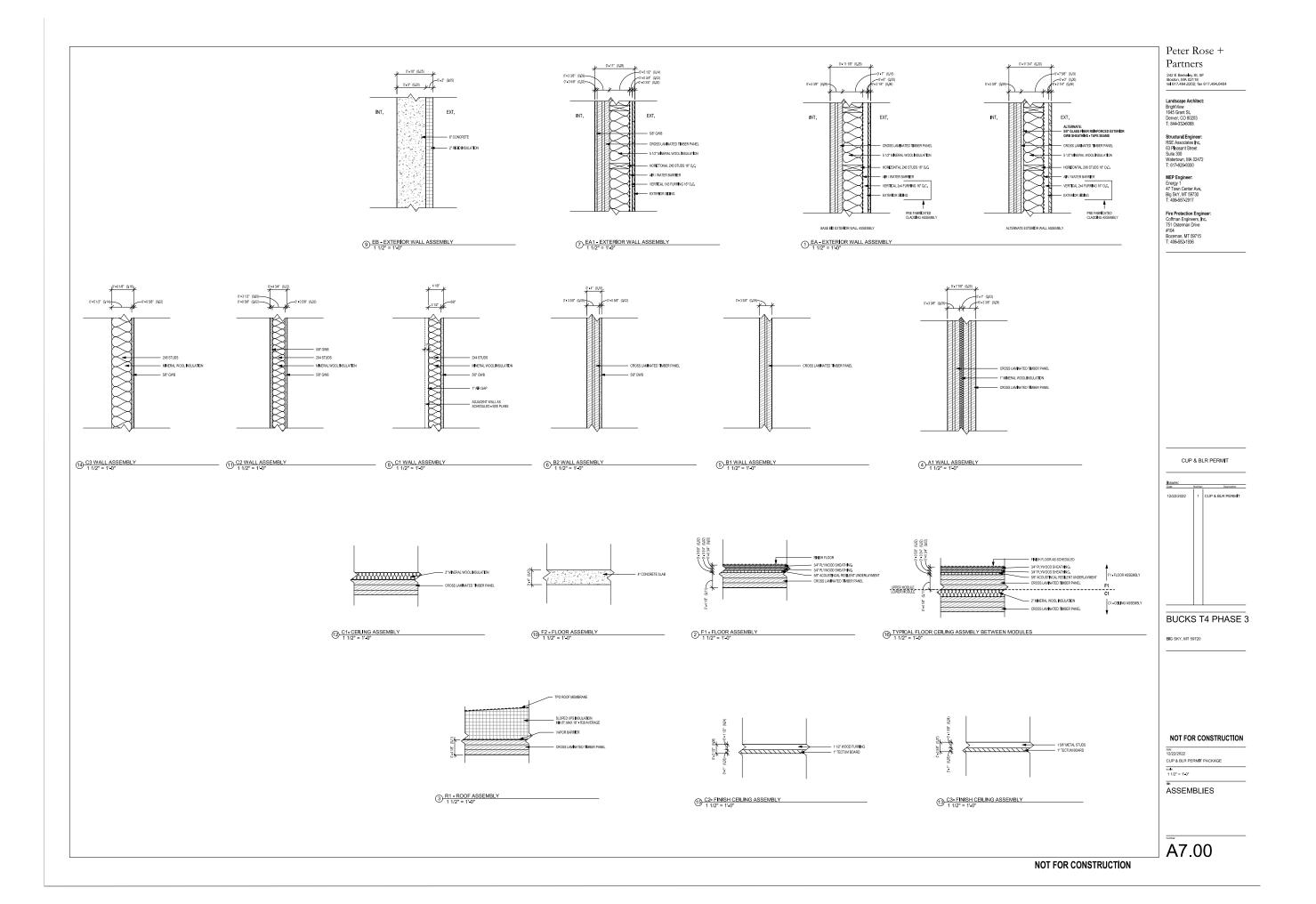












2683649

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

After Recording	g, 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:

2683649 Page 2 of 2 06/01/2020 03:35:57 PM

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

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.

Shelley Vance-Gallatin Co MT MISC

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.



2201245 Page: 4 of 10 09/09/2005 11:34A

Section 7. Snow Plowing.

Shelley Vance-Gallatin Co MT MISC

90.00

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.





09/09

ZZU1Z45Page: 5 of 10
09/09/2005 11:34A

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.

Shelley Vance-Gallatin Co MT MISC

90.00

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 1000 mon	MT
My Commission expires 11/03	13005



2201245 Page: 8 of 10 09/09/2005 11:348

Shelley Vance-Gallatin Co MT MISC

90.00

EXHIBIT "A"

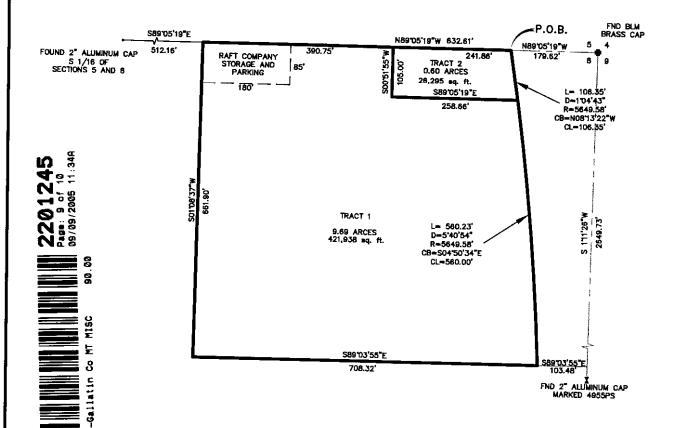
TO

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR MINOR SUBDIVISION # 373

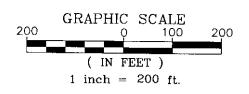
Legal description

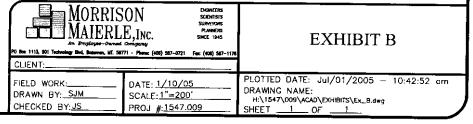
Minor Subdivision No. 373, as filed in the records of Gallatin County, located in the NE1/4 of the NE1/4 of Section 8, Township 7 South, Range 4 East, P.M.M., Gallatin County, Montana.

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:
STATE OF MONTANA)
: ss. COUNTY OF GALLATIN)
On this 27th day of FEBRUARY, 2020, before me personally appeared Michael
Scholz, whose identity was proven to me on the basis of satisfactory evidence to be the person
whose name is subscribed to this instrument, and acknowledged that he executed the same
EWA ZIRKLE Notary Public Notary Public For the State of Montana Residing at: Big Sky, Montana My Commission Expires: March 10, 2021 Property Public For the State of Montana My Commission Expires: My Commis

STATE OF MONTANA)

: ss.

COUNTY OF GALLATIN)

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

EWA ZIRKLE Notary Public for the State of Montana Residing at: Big Sky, Montana My Commission Expires: March 10, 2021

(Print Name: EWA ZIRKLE Notary Public for the State of MONTA WA Residing at: 7316 SKY My Commission Expires: 03/10

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
Not rublic
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

narter	LO:000	
		NOT FOR CONSTRUCTION

C
Ž
S
\supset
<u>Q</u>
<u> </u>
Ж
7
Ö
Ŭ
X
A F
\geq
/
7
ഗ
¥
$\overline{0}$
$\frac{3}{2}$
ш.

Peter Rose +
Partners
242 Elevels, 81 57
Basen, Marchaldor Live 17.484.044

Landscape Architect
(B45 Cearls)
(B45 Cearls)
(B45 Cearls)
(B45 Cearls)
(B445 Cearls)
(B445 Cearls)
(B445 Cearls)
(B445 Cearls)
(B445 Cearls)
(B455 Cearls)

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
12222022
12222022
1127=127
1127=127
108

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 TREATMENS, ALL DIMENSIONS CALLED OUT OF TREES OTHERWISO. SALLED ON TAXININGS, ALL DIMENSIONS CALLED OUT AS FECULAL. ARE EQUIPING, FACE OF BUILDING, FACE OF WALL, CENTERLINE, OR BACK OF CHRB, ALL ANGIES ARE TO BOY ANGIES ARE TO BO DEGREES 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 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

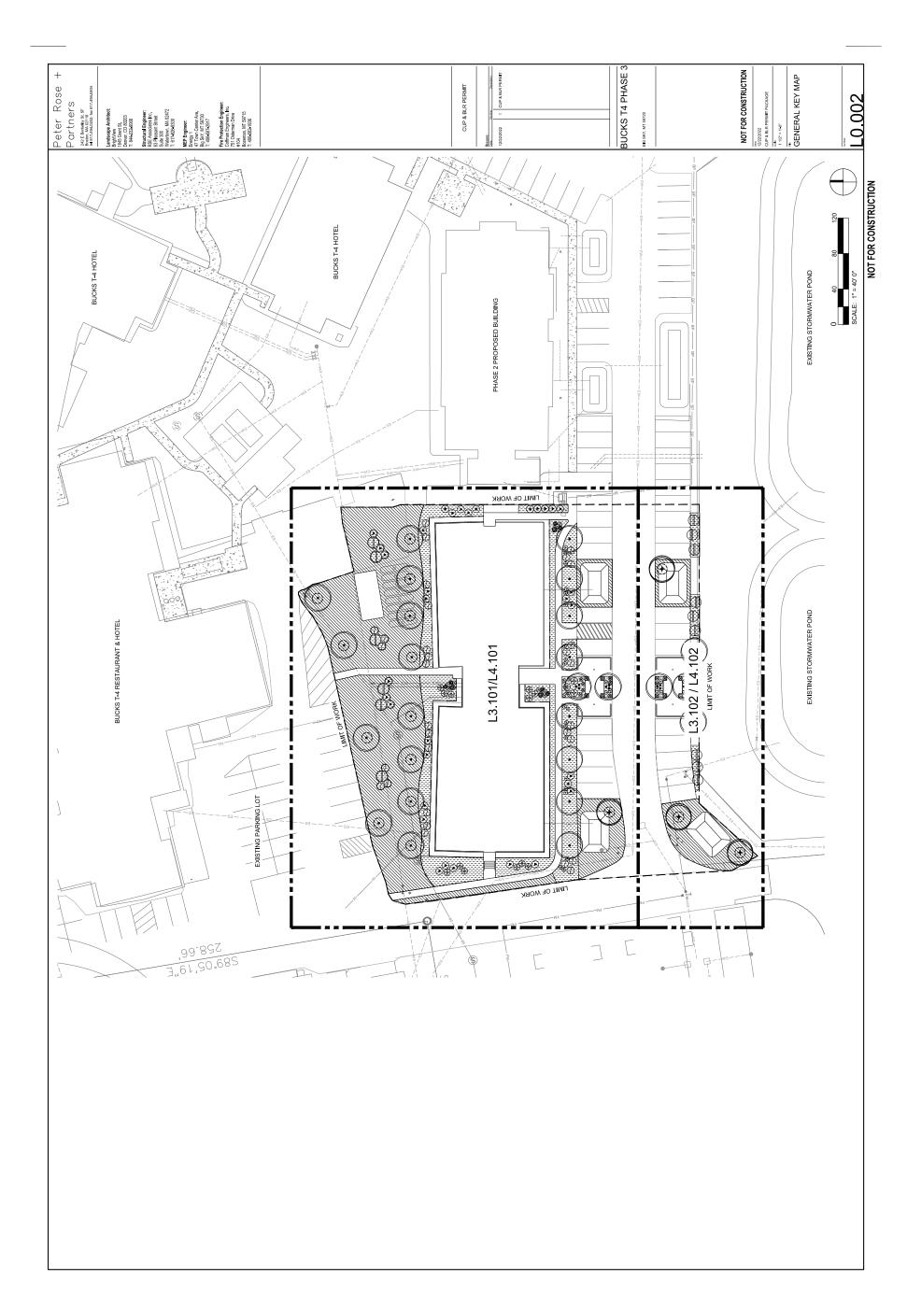
N (

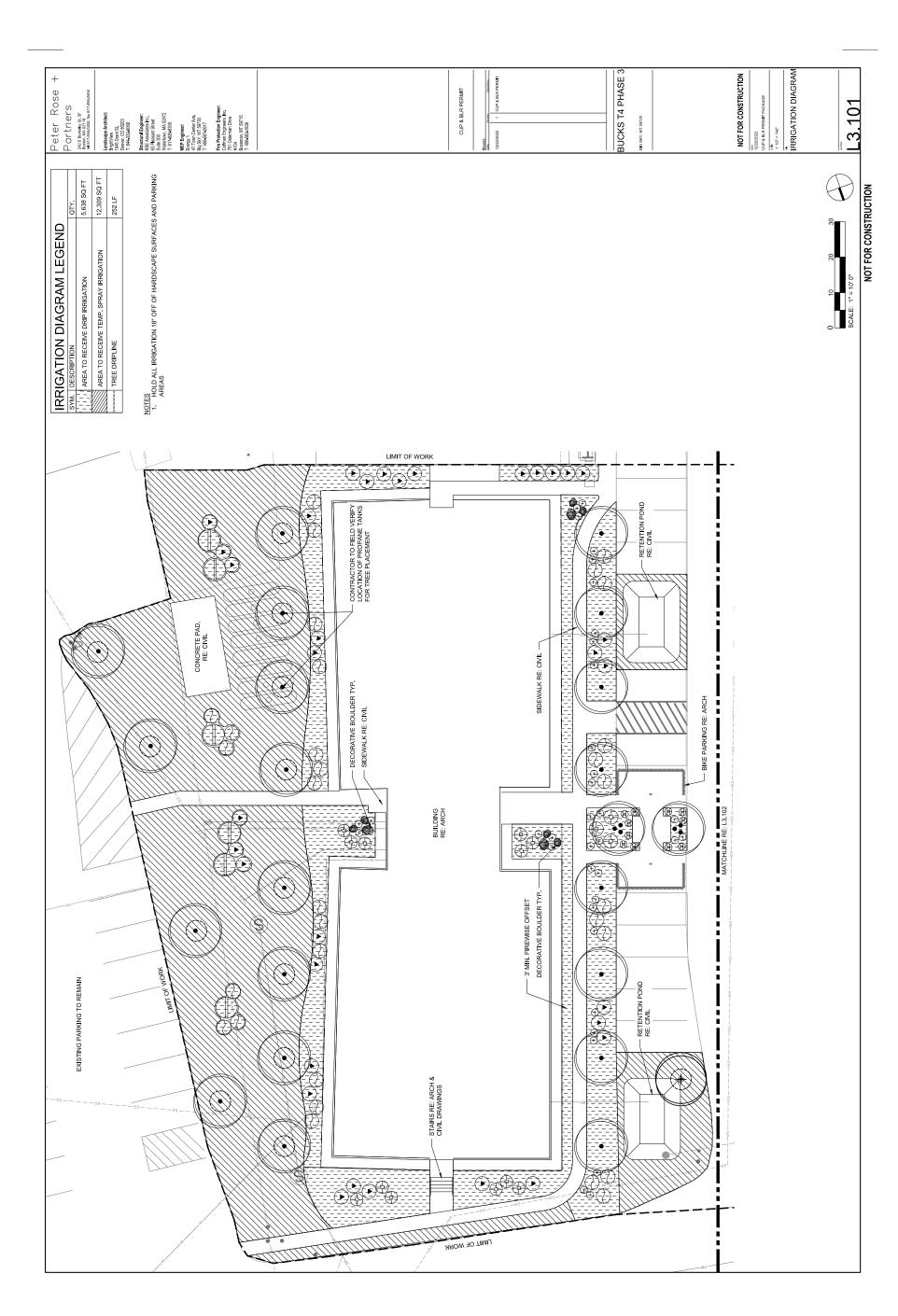
ENLARGEMENT KEY

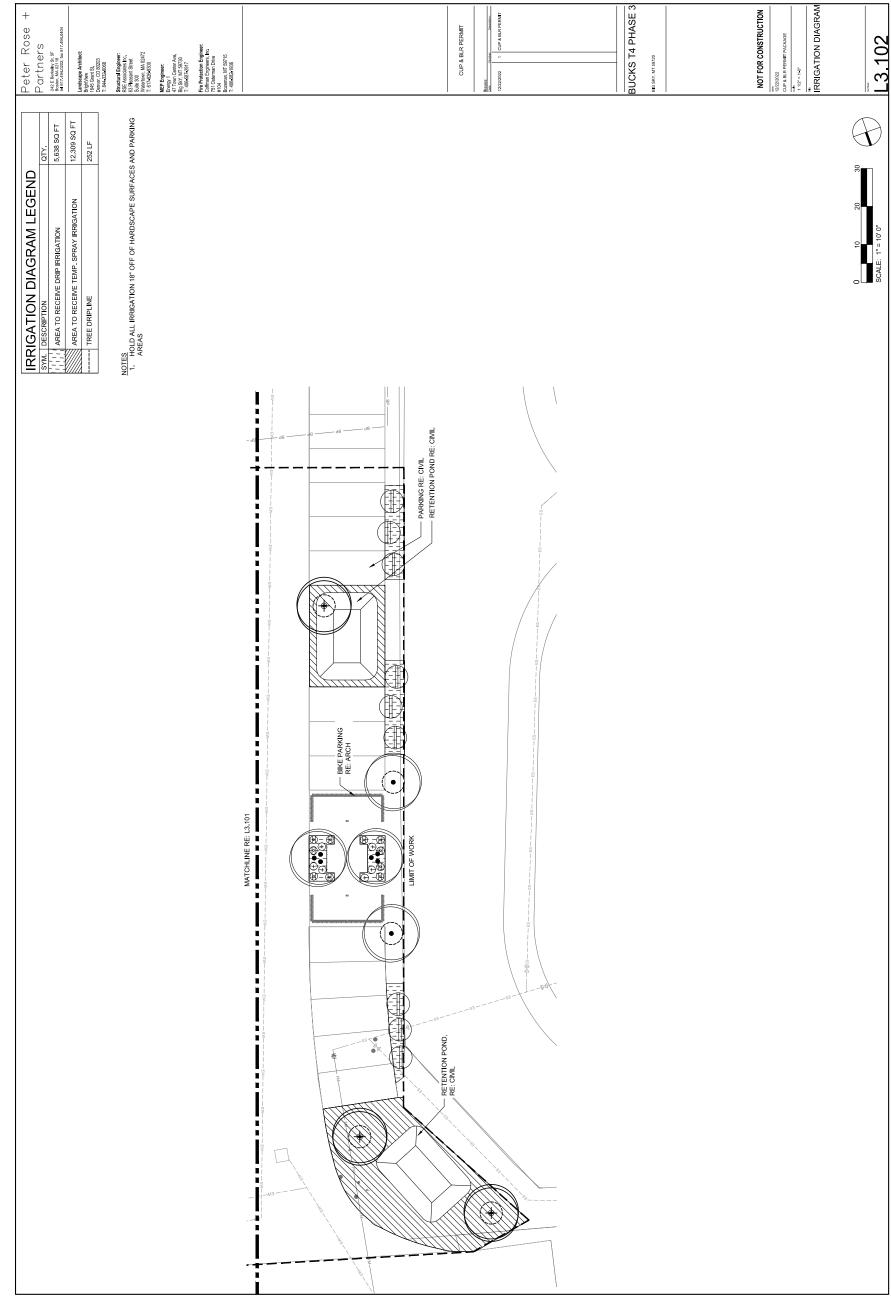
GENERAL NOTES & LEGEND

0.001

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 ADDITIFY THE CONTRACTOR SHALL NOTIFY THE CONNERS 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.

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 REGUDIREMENTS 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 Plast Grant Plast Grant Telescope State Telescope Stat	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 PSEDORGGENERIA SPICATA LINUM EWISII 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	
	CODE	₹		CODE	×		
	.			밁			

1 CUP & BLR PERMIT				BUCKS T4 PHASE 3	
12/22/2022 1				SUCKS T	
12/22/				BUC .	
ļ		SIZE	lena.com	SIZE 2-3 VARIES RE: PLAN	
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		
NATIVE SEED	KOELERIA MACRANTHA PSEDORGGENERIA SPICATA LINUM EWISII ACHILLEA MILLEFOLIUM HELIOMERIS MULTIFLORA PENSTEMON STRGTUS	BOTANICAL NAME	ROCK MULCH	DECORATIVE BOULDER WEBS TIE: 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	<u>∆TX</u>	3,281 SF	9	
ΑĀ		CODE	ž		
		Ψl			

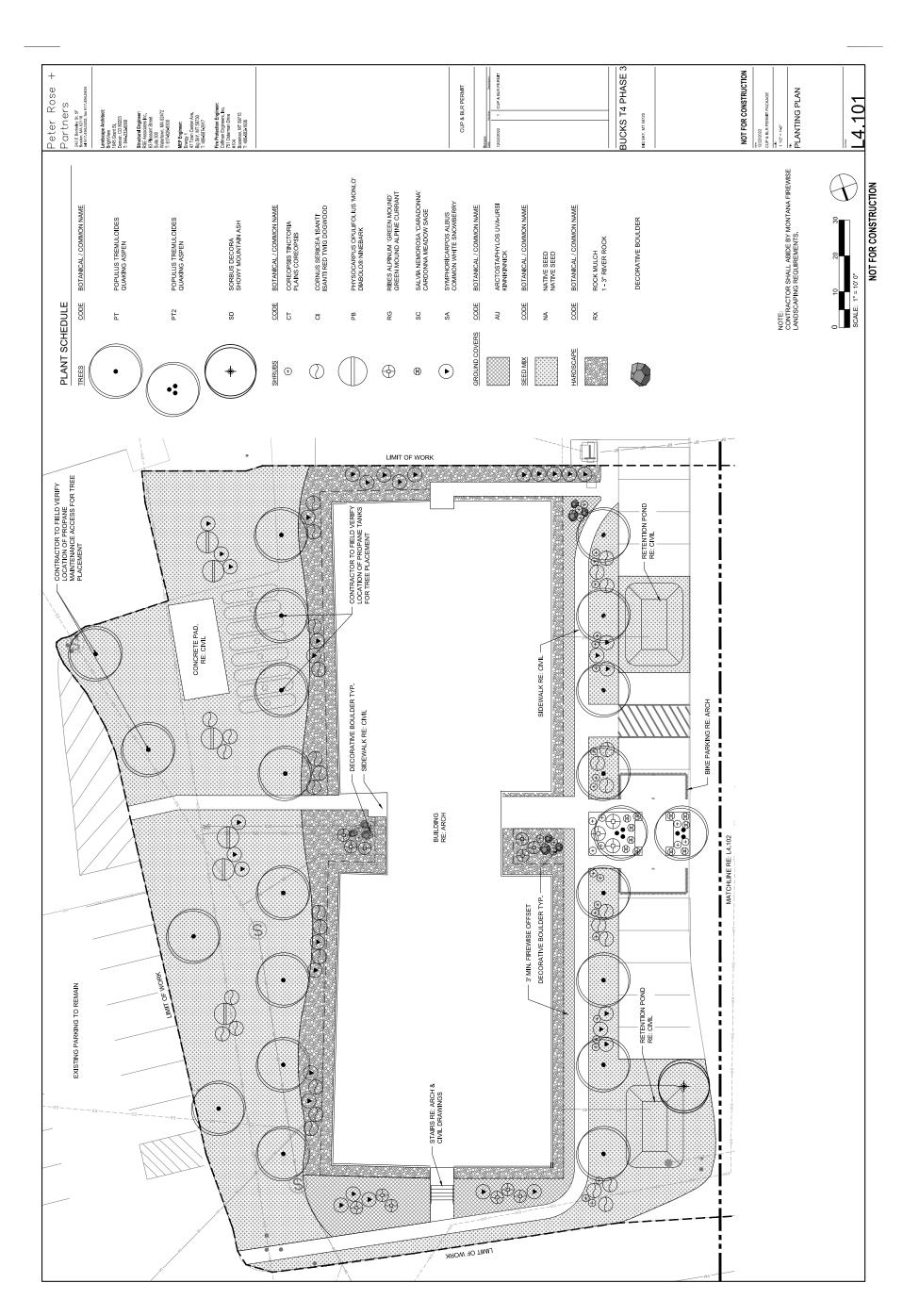
L4.001

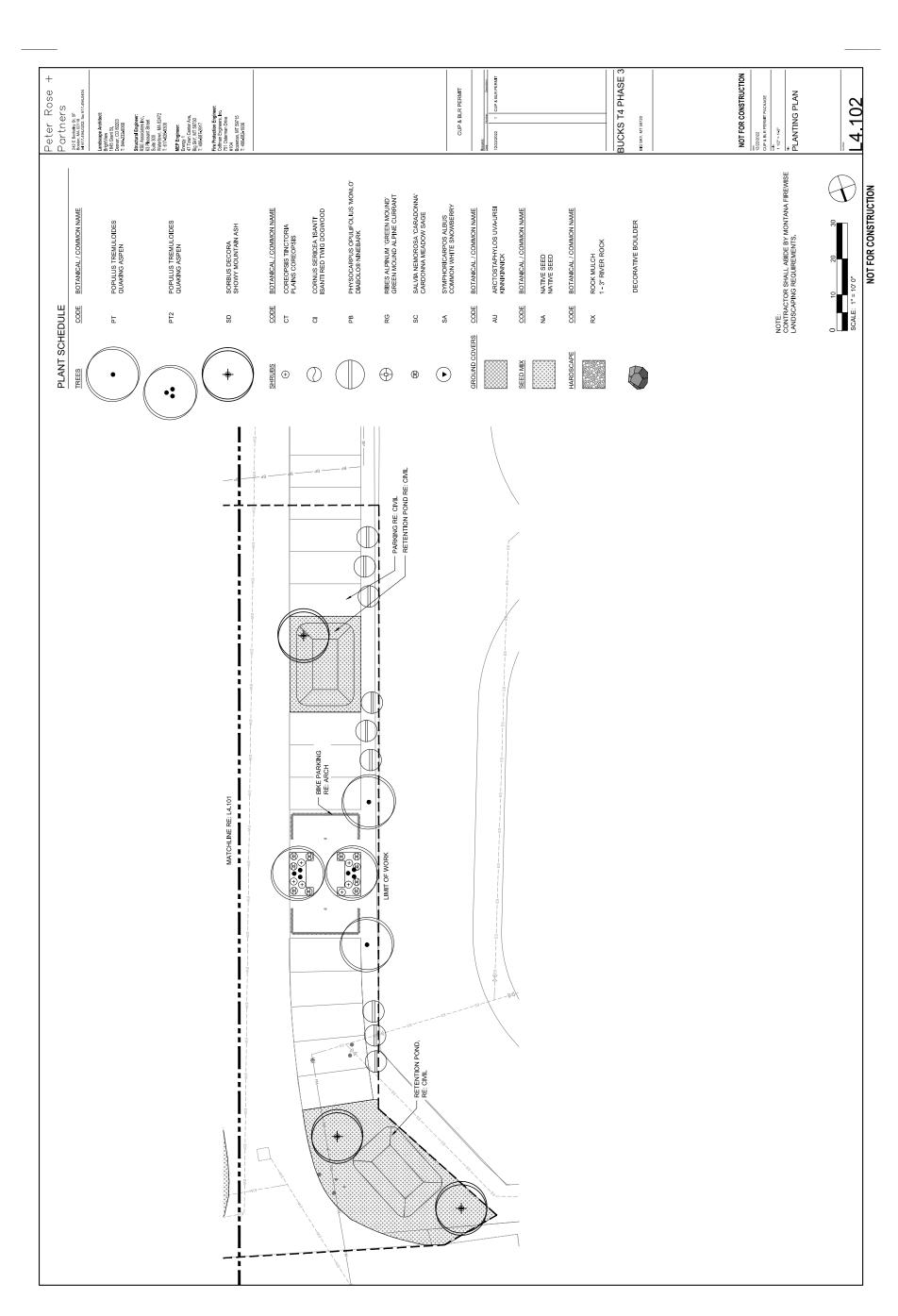
NOT FOR CONSTRUCTION

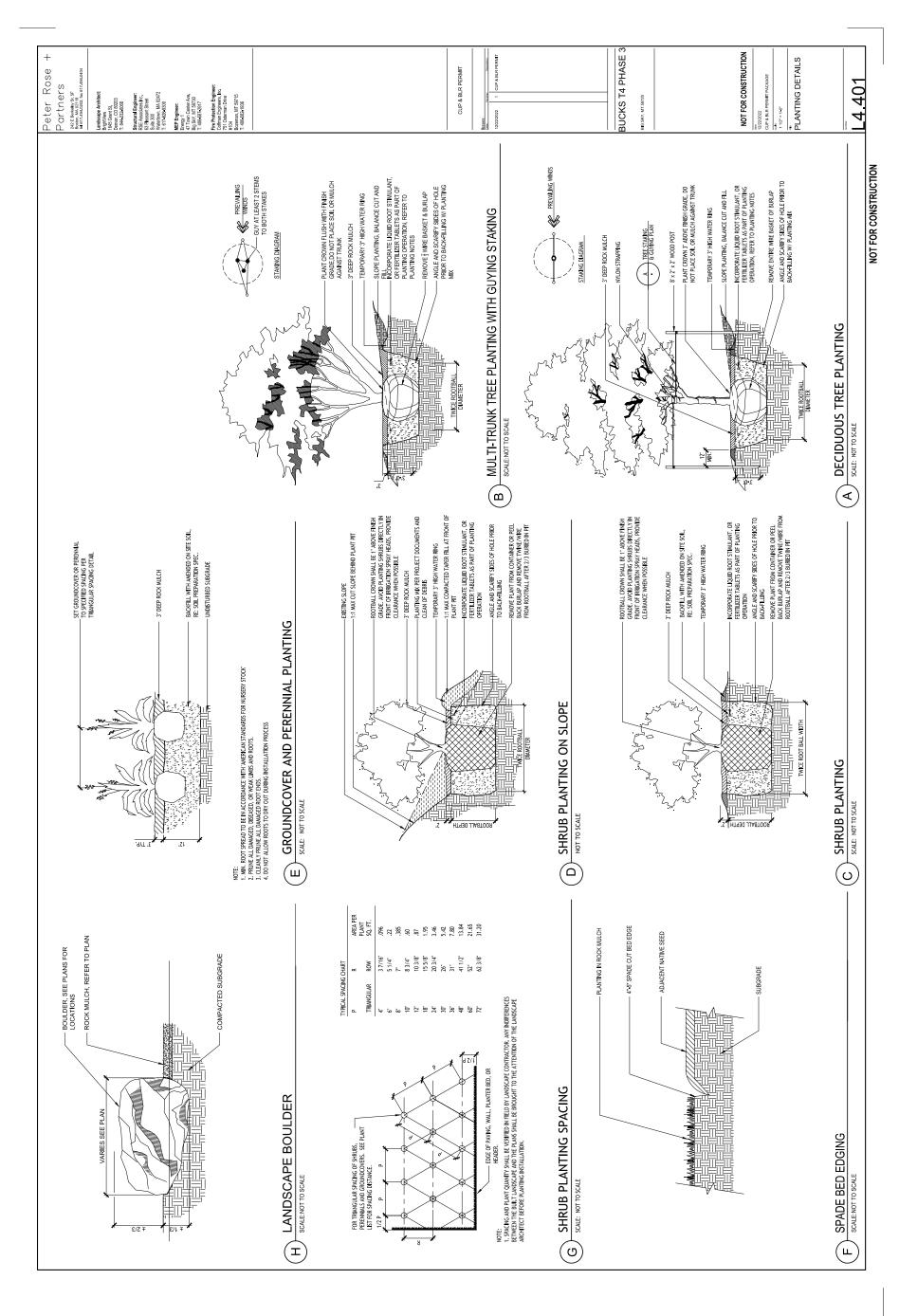
12/22/2022 CUP & BLR PERMIT PACKAGE

ocos: 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 exceed a 10% grade, in addition to other standards found <u>HERE</u> , per Big Sky Fire District policy.								
	Structure over 3,600 sq ft or over 1,000 ft from a firefighting water supply must have a sprinkler system per Big Sky Fire District policy								
	Sprinkler plans must be submitted and approved by Big Sky Fire prior to installation. Sprinkler Plans Submittal Link								
Owner 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							

#, Email Address:					
perty igal ription	Address, County	46625 Gallatin Rd. Big Sky, MT	59716 - Gallatin		
	Lat / Long:	-111.25256230647298 / 45.24561409055392			
Prop Leg Descri	Subdivision:	Minor Sub 373	Block:	Lot:	

Length & Width of Driveway:	335 / 25		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:

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

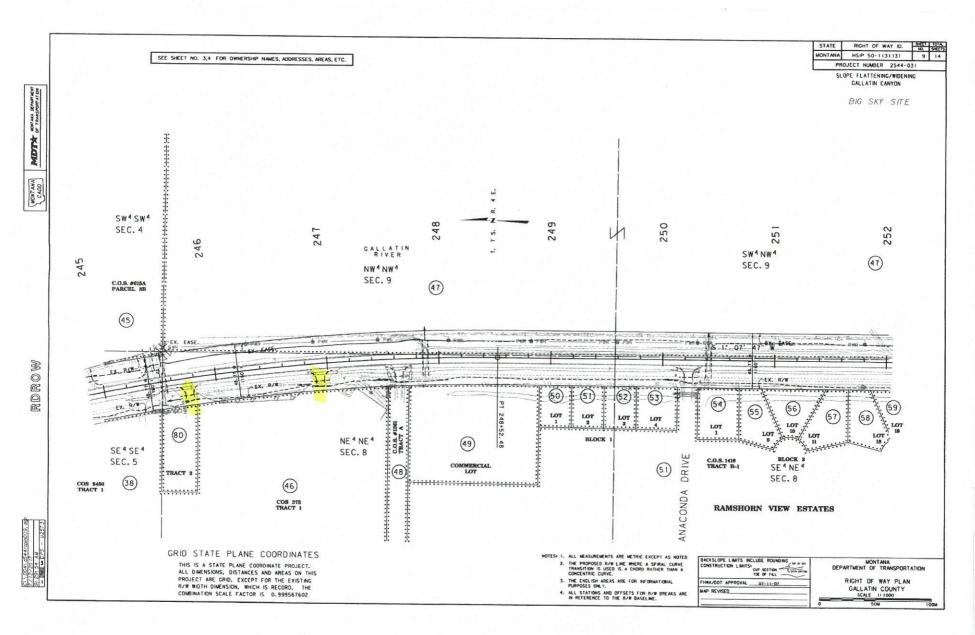
Thank you for keeping your home and property safe and for helping us stay safe and assist you in the event of an
emergency. If you have questions or need further assistance, please do not hesitate to call 406-995-2100 to speak to
Deputy Fire Marshal, Crystal Beckman.

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

1/3/23

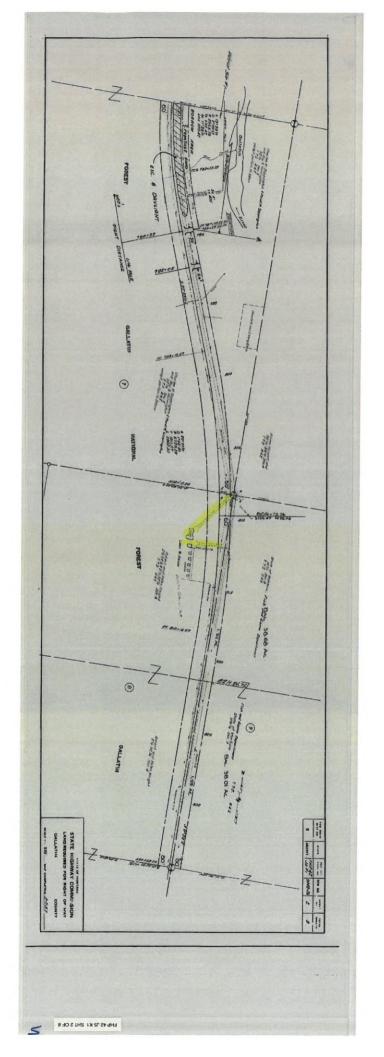
Dustin Tetrault, Deputy Chief / Fire Marshal Date

Notes:



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

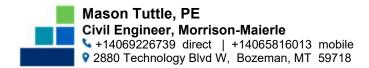
ROW Maps.pdf; Trip Gen Memo.pdf

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.



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	1 Estimated Trip Gen	eration Su		. 147 . 1 . 1	— .
Land Use Description	Independent Variable	Units	Enter	e Weekda Exit	Total
Apartment ¹	Dwelling Units	12	98	98	196

Table 2 Estimated Trip Generation Calculations						
¹ Apartment - ITE Land Use Code 220 Independent Variable: Dwelling Units						
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