MOONLIGHT BASIN

February 7, 2020

Madison County Planning Office
Attention: Alex Hogle
PO Box 278
Virginia City, MT 59755

RE: Lee's Pool Subdivision, PUD

Dear Mr. Hogle,

Please find attached follow-up information we compiled after reviewing the staff report dated January 19, 2020.

Regarding Summary of Findings #18, attached is an example of a site specific Geotech report on Condo Lot 4. We completed this last fall as this is the area we plan to start construction, but will continue the work for the rest of the site next summer. As discussed in our application and verbally with you, the originally submitted Terracon Geotechnical Reconnaissance Report was a "broad-brush" report, lacking the fine scale mapping of the site. In addition, as explained previously, the site plan submitted was a sketch plan and will be fine-tuned as we progress. The original submitted report does exhibit yellow and green Geotech on Condo Lot 5, which is suitable for building. We respectfully request that you recommend a condition of approval that a similar site-specific report must be submitted for Condo Lot 5 at the time of Final Plat.

Lastly, as noted in your staff report, we had deficient information in Section 8 (Planned Unit Development Criteria) and therefore are resubmitting the entire section. We are confident the additional information will allow to you to reconsider Finding #24 and Summary of Findings #12.

As noted in my email to you on 1/24/20, we are requesting the public hearing be on your February planning board agenda. Thank you, your staff and planning board for your time and attention on the Lee's Pool Subdivision, PUD. Please feel free to contact me if you have any questions.

All the best,

Kevin P. Germain
VP Moonlight Basin
kgermain@lonemountainland.com
(406)580-6986

MOONLIGHT BASIN

November 27, 2019

Madison County Planning Office
Attention: Alex Hogle
PO Box 278
Virginia City, MT 59755

RE: Lee's Pool Subdivision, PUD

Dear Mr. Hogle,

We are pleased to submit the Lee's Pool Subdivision, PUD. The project will be a 5-star luxury hospitality operation consisting of 94 hotel keys as well as 66 residential units. This will be a great addition to Moonlight and Big Sky, as well as Madison County.

The attached subdivision, PUD application includes five condo lots, two open space tracts, two road tracts as well as one remainder tract (lot R). On the above condo lots there will be 94 hotel keys and 36 residential units. The current preliminary plat is for 132 units. We will submit a subsequent subdivision application for Lot R and the plan at this time is to locate 28 units on Lot R for a project total of 160 units.

We are requesting this project be reviewed as Planned Unit Develop primarily for a modification of a construction setback of 40-ft from the bank of an applicable water body in lieu of the 100-foot standard detailed in chapter V.B.1.c. By allowing this modification, we will be able to have a clustered development pattern, minimizing sprawl hence minimizing impacts to wildlife and other sensitive areas.

We sincerely appreciate your planning staff and boards time reviewing this submittal. If you have any questions, please feel free to contact me.

All the best,

Kevin P. Germain
VP Moonlight Basin
kgermain@lonemountainland.com
(406)580-6986

MOONLIGHT BASIN

LEE'S POOL SUBDIVISION, PUD

PRELIMINARY PLAT APPLICATION SUBMITTAL

September 3, 2019

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

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MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Part 1-I

- Subdivision Assessment Form (Appendix 6)
- Preliminary Plat Check List (Appendix 9)
- Subdivision Application Cover Sheet & Form (Appendix 11)

APPENDIX 6 SUBDIVISION ASSESSMENT FORM

Each subdivision application will be reviewed for substantial compliance with the Guiding Principles, Goals and Objectives of the Madison County Growth Policy. Each project will also be reviewed for its potential effects on the Public Interest Review Criteria. These items are listed below and discussed further in Appendices 10 and 16.

GUIDING PRINCIPLES, Madison County Growth Policy:

- Locate new development close to existing services and communities.
- Protect our river corridors.
- Preserve our most productive agricultural lands.
- New development should pay its own way.
- Respect private property rights.

GOALS and OBJECTIVES, Madison County Growth Policy:

- *Land Use.* Use our land base to support a mix of activities... in ways that accommodate growth, minimize conflict among adjacent land uses, promote efficient use of land, protect public health and safety, and reflect the five Guiding Principles.
- *The Economy.* Strengthen the major sectors of our local economy, and diversify the economic base.
- *The Environment.* Protect the quality of our air, groundwater, surface waters, soils, vegetation, fish and wildlife habitat, scenic views, cultural and historic resources.
- *Recreation.* Support a variety of recreational opportunities for both local residents and visitors.
- *Public Services.* Provide high-quality public services to local residents and visitors in safe, fair, and cost-effective ways.
- *Communication, Coordination, and Citizen Participation.* Promote an open, inclusive, and coordinated approach to planning for the future in Madison County.

TEN PUBLIC INTEREST REVIEW CRITERIA: Agriculture, agricultural water user facilities, natural environment, wildlife, wildlife habitat, local services, public health and safety, County resources, local economy, and public services provided by other entities in the County.

A proposed subdivision may have positive, neutral, and/or negative effects. Where potential negative effects are identified, the project may be required to include mitigation measures that will reduce or eliminate the negative impacts. In some cases, negative impacts cannot be mitigated and may be grounds for denial of the subdivision application.

I've read and understand that the above criteria will be used in evaluating my subdivision application.

MB MT Acquisition LLC
[Print Landowner Name Here]

[Sign and Date Here]

ALEX ISKENDERIAN
AUTHORIZED REP.

APPENDIX 9 PRELIMINARY PLAT CHECKLIST

Section A: Completed by Subdivider

Name of Proposed Subdivision:	Lee's Pool Subdivision, PUD
Location:	Moonlight Basin - Big Sky, MT
Property Owner:	MB MT Acquisition LLC
Legal Description:	Tract A1 of Certificate of Survey No. 2508
Property Geocode/Parcel ID:	25-0425-12-1-01-01-0000

Subdivider Explanatory Comments:

20 copies submitted to Planning Office *(AFTER sufficiency is met)*:

☐ Preliminary Plat or Plan
24" x 36" in size
(For one-or-two lot proposed subdivisions, 18 of the 20 copies may be 11" x 17" in size.)

☐ Preliminary Plat Supplements

Additional public review copies

☐ (Required) Placed in local library: Date_____
Library_____

☐(Big Sky only) Placed at Big Sky Fire Department and/or Yellowstone Club: Date_____

Section B: Completed by Planner			
PLANNER REVIEW	**Date:**	**By:**	**Comment:**
Received:			
Element Review			
Element Complete:			
Sufficiency Review:			
Meets sufficiency:			

Section C: Completed by Subdivider and Planner

Items and Information, Filled Out by: (Note if Not Applicable)	Subdivider	Planner			
		Element Review		Sufficiency Review	
		Missing	OK/NA	Missing	OK/NA
Documentation of Status as First Minor Subdivision	N/A				
Subdivision Application Form (Appendix 11)	Included				
Subdivision Review Fee.	Included				
Preliminary Plat or Plan 24" x 36" in size Preliminary Plat Contents ***(Surveyor should be made aware of these requirements.)***	Included (as well as 11x17 copy				
a. Title Block.					
1. Name and location of subdivision (Name does not duplicate another subdivision).					
2. Scale					
3. North arrow.					
4. Date of preparation.					
b. Vicinity map.					
c. Approximate exterior boundaries of the platted tract and location of all section corners or legal subdivision corners of sections pertinent to the subdivision boundary.					
d. All lots and blocks, designated by numbers, and the approximate dimensions and area of each lot.					
e. All roadways and right-of-way width/grades/curvature of each, with existing and proposed roadway names (New road names have been approved by Madison County).					
f. Proposed intersection locations or other access points for any subdivision requiring access to highways, arterials, and collectors.					
g. Approximate location, boundaries, dimensions, and areas of all parks, common grounds, or other grounds dedicated for public use.					

Items and Information, Filled Out by: (Note if Not Applicable)	Subdivider	Planner			
		Element Review		Sufficiency Review	
		Missing	OK/NA	Missing	OK/NA
h. Existing and proposed utilities located on or adjacent to the tract, including:					
1. Approximate location, size, and depth of sanitary and storm sewers, water mains, fire hydrants, dry hydrants, cisterns, and any other water					
2. Approximate location of gas, electric, and telephone lines, and street lights.					
3. Approximate location of the nearest water mains and sewer lines where none are located on or adjacent to the tract.					
4. Existing irrigation ditches and canals.					
i. Ground Elevations on the Tract. Contour intervals are provided at suggested vertical intervals of: two (2) feet where the average slope is 0-2%, five (5) feet where the average slope is 3-7%, and ten (10) feet where the average slope is over 7%. *Notes: (1) A cross section may be required to define drainage patterns. (2) United States Geological Survey data or other information may be used, if it presents an accurate and usable representation of ground features.*					
j. Approximate location of existing buildings, structures, and improvements.					
k. Approximate location and identity of existing and proposed public and private easements and rights-of-way, including description of their width and purpose. This includes conservation easements.					
l. Approximate location of any water bodies.					
m. Floodway survey data, when required.					
n. Construction setback from any river running through or immediately adjacent to the proposed subdivision.					

Items and Information, Filled Out by: (Note if Not Applicable)	Subdivider	Planner			
		Element Review		Sufficiency Review	
		Missing	OK/NA	Missing	OK/NA
o. Proposed building envelopes.					
p. Names of adjoining platted subdivisions and numbers of adjoining COSs previously recorded.					
q. Ownership of all lands adjacent to the subdivision and to the access road leading from a present public right-of-way to the boundary of the proposed subdivision.					
Preliminary Plat Supplements:					
a. A vicinity sketch or sketches showing conditions on subject land and adjacent land, including:	Appendix A				
1. Clear indication of the proposed subdivision on an U.S. Geological Survey topographic map, aerial photograph, or location map.					
2. Approximate direction and gradient of ground slope, including any embankments or retaining walls.					
3. Current land uses.					
4. Location of buildings, railroads, power lines, towers, and roads.					
5. Location of any known potential man-made or natural hazards.					
b. Any existing or proposed zoning (or other land use regulation) on the proposed subdivision tract and in the vicinity.	N/A				
c. Overall development plan or notice of plan approval by governing body.	Appendix B				

Items and Information, Filled Out by: (Note if Not Applicable)	Subdivider	Planner			
		Element Review		Sufficiency Review	
		Missing	OK/NA	Missing	OK/NA
d. Where land will be dedicated to public use, either: 1. A dedication certificate of a licensed title abstractor showing the written consent of the dedication by the owners of the land and any lien holders or claimants of record against the land; or, 2. Title insurance guaranteeing the dedication, in a reasonable amount (to be determined by the governing body).	Appendix C				
e. Drafts of any covenants and restrictions to be included in deeds or contracts for sale.	N/A				
f. Draft of any owners' association covenants.	Appendix D				
g. Draft of any plat approval covenants.					
h. Names and addresses of adjoining landowners, and documentation that they have received at least 30 days' advanced notification of the proposed subdivision. Include any comments received.	Appendix E				
i. Names and addresses of all lien holders, easement holders, potentially affected water users (if any, and if known), and any property owners association potentially affected by the project as determined by the planner. Documentation that they have received at least 30 days' advanced notification of the proposed subdivision. Include any comments received.	Appendix E & F				

Items and Information, Filled Out by: (Note if Not Applicable)	Subdivider	Planner			
		Element Review		Sufficiency Review	
		Missing	OK/NA	Missing	OK/NA
j. Names and addresses of public agencies and municipalities located within two (2) miles of the proposed subdivision (including any agencies who manage a road that would provide access to the development), and documentation that they have received at least 30 days' advanced notification of the proposed subdivision. Include any comments received.	Appendix G				
k. Verification that other review agencies, as required (See Appendix 1), have received at least 30 days' advanced notification of the proposed subdivision. Include any comments received.	Appendix G				
l. Verification that local library has received a copy of the subdivision application package.	Appendix H				
m. Copies of easements, proposed easements, or other documents verifying legal access to the subdivision.	Appendix I				
n. Calculations, documentation pertaining to parkland dedication or cash-in-lieu.	N/A				
o. Water and sanitation information, as outlined in Appendix 13 or 14. Approval from DEQ or County Sanitarian, if available.	Appendix J				
p. Environmental assessment (Appendix 10) 1. Select one ☐ Full. ☒ Partial. ☐ Exemption statement from Planning Board.	Appendix K *Includes ODP Condition Updates				

Items and Information, Filled Out by: (Note if Not Applicable)	Subdivider	Planner			
		Element Review		Sufficiency Review	
		Missing	OK/NA	Missing	OK/NA
2. Required special studies, such as: ☐ Geological assessment ☐ Hydrology study ☐ Wetlands delineation ☐ Floodplain survey ☐ Traffic impact analysis ☐ Fire protection plan ☐ Cultural resources survey ☐ Other (list)	Appendix K				
q. Floodplain development permit, if required (Appendix 31).	N/A				
r. Receipt for noxious weed management plan and review fee (Appendix 18).	Appendix L				
s. Explanation of water rights/mineral rights.	Appendix M				
t. Land stewardship plan (Appendix 15).	See Appendix K				
u. Statement of how the proposed subdivision meets the ten (10) public interest review criteria and the goals and objectives of the Madison County Growth Policy (Guidelines are included in Appendices 10 and 16).	See Appendix K				
v. Other public comments received.	None				
Special information for:					
a. Mobile home parks. b. Recreational vehicle parks. c. Condominiums or townhouses. d. Planned unit developments.	See Appendix K				
Preliminary Plat Checklist (one copy only).					

APPENDIX 11 SUBDIVISION APPLICATION COVER SHEET & FORM

Name of Proposed Subdivision. Lee's Pool Subdivision, PUD

Date of Pre-Application Meeting(s).
January 28, 2019

Date of Overall Development Plan Approval by the Board of Madison County Commissioners *(If applicable)***.** September 18, 2018

Contents of Subdivision Application Package.

X	*[If applicable]* Overall Development Plan Information.
X	Preliminary Plat (or Plan).
X	PART I of the Subdivision Joint Application Form (See Appendix 12).
X	PART II materials of the Subdivision Joint Application Form (See Appendix 12).
X	*[If applicable]* Environmental Assessment Materials (See PART III of Appendix 12 and Appendix 10).
X	Additional Supplementary Materials.
X	Additional Supplementary Materials if proposed subdivision is a planned unit development (PUD).
X	Preliminary Plat Checklist (See Appendix 9).
X	Subdivision review fee (See Appendix 4).
N/A	Any request for variance, along with variance review fee (See Appendix 30).

Note:

Pursuant to the Madison County Subdivision Regulations, the Board of Madison County Commissioners may revoke a subdivision approval if it determines that information provided by the subdivider, and upon which such decision was based, is inaccurate. Therefore, please complete the application package accurately and provide all information requested.

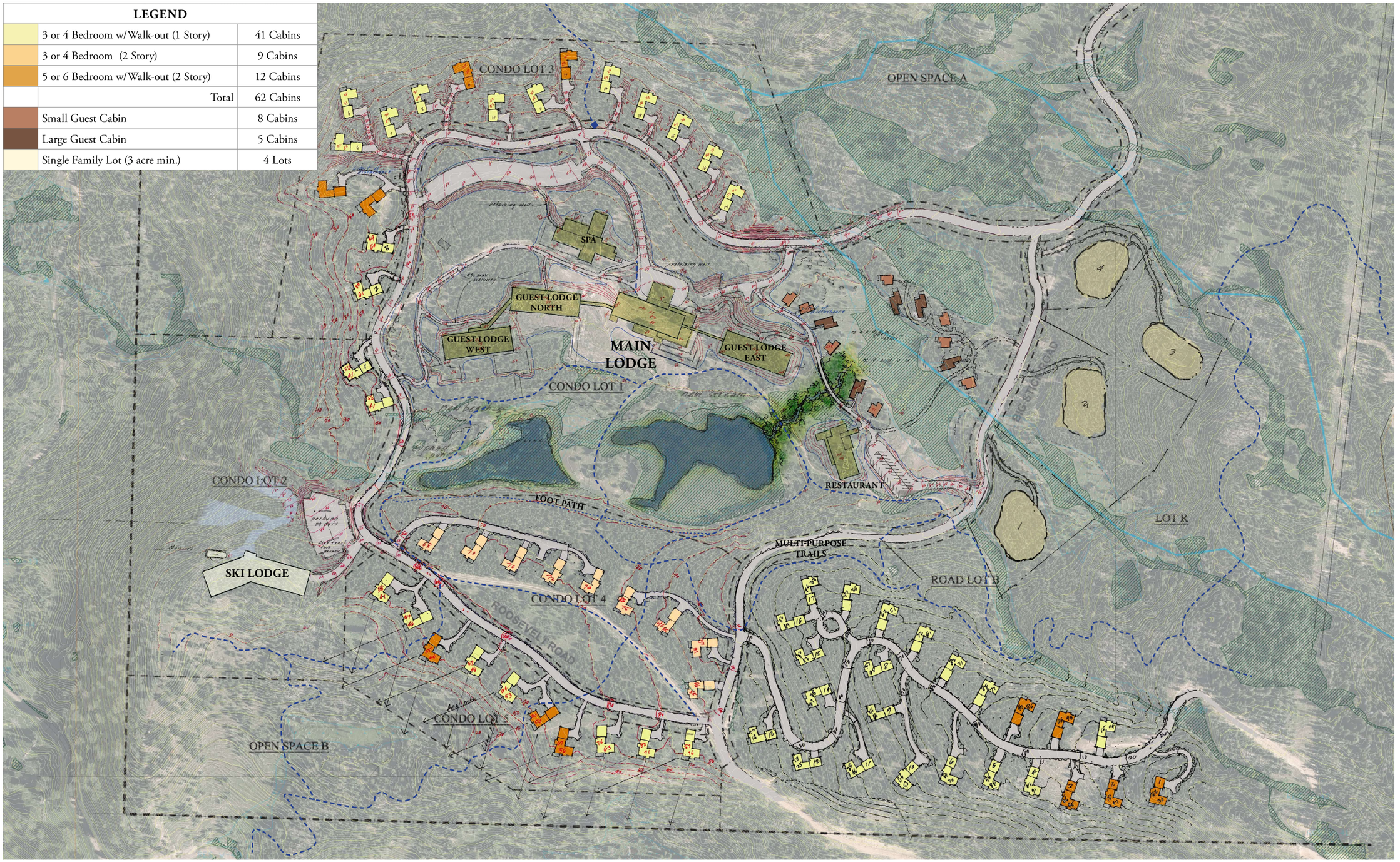
MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Part 1-II

Community Services and Facilities (MDEQ Joint Application Part II)

- Executive Summary
- Figure 1: Vicinity Map (Big Sky)
- Figure 2: Vicinity Map (Moonlight Basin)
- Figure 3: Preliminary Site Plan
- Figure 4: Water System
- Figure 5: Wastewater System
- Figure 6: Grading and Drainage Plan

LEGEND		
	3 or 4 Bedroom w/Walk-out (1 Story)	41 Cabins
	3 or 4 Bedroom (2 Story)	9 Cabins
	5 or 6 Bedroom w/Walk-out (2 Story)	12 Cabins
	Total	62 Cabins
	Small Guest Cabin	8 Cabins
	Large Guest Cabin	5 Cabins
	Single Family Lot (3 acre min.)	4 Lots



2 min. Walk

0 100 200 300 500 700'

1" = 100' *at 30" x 42"*

1/2 ac

1/8 ac

HART HOWERTON
NEW YORK · SAN FRANCISCO

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MOONLIGHT BASIN
BIG SKY, MONTANA

Current Site Plan

December 2, 2019

Part 1-II COMMUNITY SERVICES AND FACILITIES

Note: The following text and figures provide information regarding the proposed subdivision, the subject property and the details associated with the application requirements for **Part II** of the Montana Department of Environmental Quality (MDEQ) *Joint Application Form*. Maps and figures that are referenced within the text will be located at the back of the section in which they are referenced throughout this document.

1-II.A Executive Summary

The Lee's Pool Subdivision (Lee's Pool) is a 10-lot subdivision proposed within the Moonlight Basin master planned area. As proposed, this subdivision will create these lots to allow for the development of 38 residential condominium units, 94 guest accommodation units and the future development of an additional 28 residential units on a remainder tract. This subdivision will also include the creation of 2 platted open space tracts and dedicated public accesses. These lots will be organized according to the following table:

LOT	RESIDENTIAL UNITS	GUEST ACCOMODATION UNITS	ACRES
Condo Lots 1-5	38	94	81.42
Open Space A & B			50.32
Road Lots A & B			12.32
Remainder Tract (Lot R)	28		89.72
Land Use Totals	66	94	233.78
Subdivision Totals		**160 Units**	**233.78 Acres**

This subdivision is being submitted as a Planned Unit Development (PUD) to address a modification to the construction setback from water bodies standard specified in Chapter IV-B.1.c of the Madison County Subdivision Regulations. Details of the modification requested with this application are provided in Part 1-III.A.3 and the requisite PUD criteria is addressed in Part 8.B.

The subject property is legally described as Tract A1 of Certificate of Survey 2508 located in the northwest, southeast and southwest quarters of Section 12, Township 6

South, Range 2 East and is 233.78 acres in size. This subdivision will utilize the water rights detailed in Part 1.II.E below and there are no mineral rights on the subject property.

The Moonlight Basin area has been the subject of a master planning effort that was reviewed and approved as an Overall Development Plan (ODP). The land uses proposed with this subdivision, and the development pattern that can be expected at the site development stage, are generally consistent with those anticipated in the ODP. This subdivision's compliance with the ODP approval is detailed in Part 7 of this document.

1-II.B General Site Description

This subdivision is to be part of the approximately 8,000-acre Moonlight Basin ODP area. Moonlight Basin is located on the northern flank of Lone Mountain adjacent to Big Sky Resort.

Figure 1 is a Vicinity Map illustrating the relationship of Lee's Pool to the greater Big Sky area. Figure 2 illustrates the location of the Lee's Pool in relation to the Moonlight Basin ODP area.

1-II.C General Project Description

Figure 3 is a Preliminary Site Plan for the lots which illustrates the configuration of the lots, the general development pattern and the associated accesses and utilities. This document includes details regarding the provision of utilities to service each of the lots and any additional impacts created as a result of the development. Compliance with the specific criteria for condominiums outlined in Chapter IV-B.6.b of the Madison County Subdivision Regulations is included in Part 6 of this document.

Internal access for the individual lots within this subdivision will be provided as shown on Figure 3. As proposed, the access will consist of two 24-foot wide asphalt roads with 2-foot gravel shoulders within 60-foot public access and utility easements (Roosevelt Road & Big Stick Road). The accesses are designed to accommodate the site development and the physical constraints of the property. These accesses will be reviewed by the Big Sky Fire Department (BSFD) as part of a Fire Protection Plan for the subdivision.

Water for domestic consumption and fire protection will be provided by an extension of the MT Moonlight Basin Water and Sewer LLC mains currently located in and around the property. Individual service extensions are proposed for each of the lots. Likewise, wastewater treatment will be addressed through connection to the MT Moonlight Basin

Water and Sewer LLC mains and each of the subdivided lots will be provided with individual service extensions.

There is no parkland dedication proposed with the Lee's Pool Subdivision nor may a dedication be required. However, the Lee's Pool Subdivision does include the creation of 50.32-acres of platted open space far exceeding the potential dedication. This subdivision provides access to an indoor/outdoor recreational amenity and downhill skiing, Nordic skiing, snowshoeing, biking and lake amenities are all immediately adjacent to the site as illustrated on Figure 16.

1-II.D Physical Conditions

There are no anticipated flooding threats within the Lee's Pool Subdivision. No 100-year flood plain studies or delineations are available for any streams in the proximity of the site. Wetlands impacted by the site development within this subdivision have been included as part of an amendment to the overall 404 permit approved by the Army Corps of Engineers for the Moonlight Basin ODP area.

Water utilities have been installed south of the proposed subdivision boundary (8-inch mains). Extensions to this network are proposed as part of this project and will include the installation of 2 new 8-inch water main extensions, 8-inch main stubs for each of the condominium lots and 1 ½ -inch services for each of the individual units. Similarly, wastewater utilities are currently located south of the site. Extensions proposed as part of this project include the installation of a new 8-inch main, 8-inch main stubs for each lot and corresponding 4-inch services for each of the proposed units. Existing and proposed facilities are illustrated on Figures 5 and 6.

Dry utilities such as underground electrical power, fiber-optic cable, and telephone are provided through connection to the existing services located within the site and along Jack Creek Road. Utility providers will be notified of this project and the necessary utility easements will be provided as part of the subdivision.

1-II.E Central Water Supply

Water rights for this subdivision include those associated with 41H 99524-00, 41H 30005212 and 41F 30013630. This water right can meet the domestic use and fire protection needs for the development.

Water for domestic supply along with landscape irrigation and fire protection for this subdivision will be provided through extensions to the Moonlight Basin Water and Sewer (MBW&S) public water system, which is operated by MT Moonlight Basin Water and

Sewer LLC. The proposed water system improvements are shown on the Preliminary Site Plan (Figure 3) and Figure 4 provides a schematic view of the major components of the water system.

1-II.E.1 Water Supply and Storage

The MBW&S public water system is supplied by 5 wells located roughly 5,000-feet southwest of the site all capable of pumping a total of 426 gallons per minute. These wells supply a 318,000-gallon storage tank located above the distribution system. Prior to storage, water from the wells is disinfected through the injection of sodium hypochlorite. All of the water cycles through the tank for storage and disinfection prior to distribution.

Water supply demands for this subdivision will require review and approval by the MBW&S.

1-II.E.2 Water Distribution

The system consists of approximately 8 miles of water main and associated appurtenances located within four pressure zones. Pressure reducing valves are used to control static pressures generally between 50 psi and 150 psi within each zone. The distribution system includes 66 hydrants located throughout the service area for fire protection. Fire flows of 1,500 gpm for residential units and 2,250 gpm for multi-family and commercial units are stored entirely in the water storage tank.

1-II.F Wastewater Collection, Treatment and Disposal

Wastewater from the proposed subdivision will be collected and treated by the MBW&S public wastewater system, which is operated by MT Moonlight Basin Water and Sewer LLC. The collection system currently transports wastewater through approximately 9 miles of gravity piping. The piping network includes associated manholes and cleanouts to facilitate extension and maintenance of the system. Wastewater is also collected from septic tank effluent gravity (STEG) systems, septic tank effluent pump (STEP) systems and a central, large-scale lift station located at the Madison Village Base Area.

1-II.F.1 Primary Wastewater Treatment and Collection

All improvements to the wastewater collection system will be in accordance with MDEQ regulations. Wastewater for this subdivision will be treated in Facility #2 which utilizes membrane bio-reactor technology. The capacity of the recently completed facility is 240,000 gpd. Treated effluent that meets Class A-1 reuse standards as defined by the

Montana Department of Environmental Quality will be stored in a reservoir during the winter months and used to supplement golf course irrigation during the summer.

Wastewater treatment demands for this subdivision will require review and approval by MT Moonlight Basin Water and Sewer LLC. Figure 5 illustrates the major components of the proposed wastewater collection system.

1-II.G Solid Waste

Solid waste will be disposed at the Gallatin County landfill near Logan or other approved public landfills. Bear-proof containers will be used at a central collection facility, and open burning of refuse will not be allowed. Enforcement of these requirements will be through protective covenants. No on-site disposal is proposed.

1-II.H Storm Water

The Lee's Pool Subdivision will not impact downstream property owners; the post-development drainage will not exceed pre-development drainage and will closely mimic existing drainage patterns.

A drainage system comprised of storm drainage ditches, culverts, and 7 detention ponds with individual discharge structures is proposed for the site. The detention ponds have been sized accordingly and are shown on the Grading & Drainage Plan provided as Figure 6. The detention pond locations indicate where storm water runoff will flow with the proposed finished grades. Grade breaks and low points of proposed roadway finished grades are also indicated on the plan along with drainage direction. Runoff (Q) has been determined by the rational method, consistent with the MDEQ design standards.

There are no agricultural water user facilities on the site.

1-II.H.1 Runoff Conveyance

Surface water conveyance after project completion will mimic pre-development patterns to the greatest extent practicable. This will be accomplished by routing runoff such that the basic drainage patterns remain unchanged. The post-development drainage basin will approximate the pre-development drainage basin in terms of area. No stream bank alterations, buildings or other construction activities encroach within the Jack Creek basin or in any other perennial stream corridors.

Primary access to Lee's Pool is provided by Jack Creek Road which meets the Madison County standard for both paved and gravel subdivision access roads. Engineering

analysis will confirm that the existing road drainage systems are sufficient to accommodate runoff from this subdivision.

Storm water controls will route post-development runoff using existing drainage courses, where possible, to take advantage of existing erosion protection. Detention ponds are proposed to ensure that peak post-development flow rates do not exceed peak pre-development flow rates. Design for the detention ponds will use the two-year, one-hour storm as recommended in MDEQ *Circular DEQ-8*.

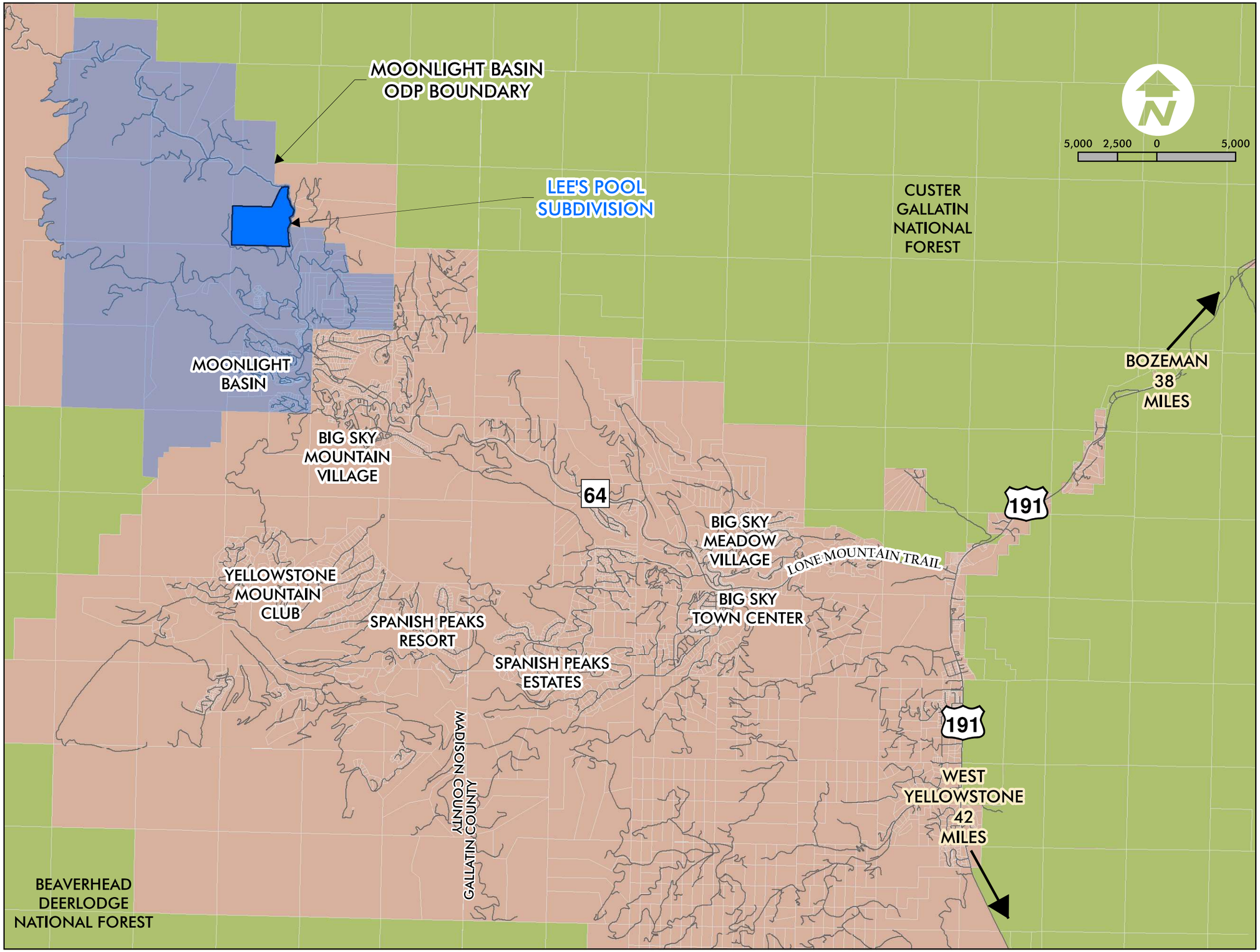
1-II.H.2 Storm Water Treatment

Construction will comply with all state and local storm water treatment requirements. These include temporary treatment requirements, which apply during and immediately following construction, until vegetation is established in all disturbed areas. The most appropriate temporary storm water controls for this site may include seeding, silt fence, straw bales, temporary sediment ponds or traps, and erosion control blankets or mulches. Appropriate seed mixes will be used for vegetating disturbed slopes to provide sediment retention and weed control. All temporary and permanent siltation control and re-vegetation measures should be in accordance with an approved Weed Management Plan.

Storm drainage controls, combined with Best Management Practices, will minimize the potential for degradation of receiving state waters. Furthermore, prior to reaching Jack Creek, much of the runoff from impervious areas will flow through forested or grassy open space areas, thus promoting infiltration and sediment capture.

1-II.H.3 Stream Corridors

As proposed, there are no major stream corridors that will be impacted by the development of the Lee's Pool Subdivision. As discussed in further detail in Part 1-III.A.3 below, there is a series of small water bodies that occur within the boundaries of this subdivision. Each of these water bodies is a part of a small cluster of first-order tributaries that comprises the headwaters of the Jack Creek watershed. A 40-foot construction setback in areas of future site development and a lack of any proposed stream bank modifications will limit impact to these water bodies.



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entitlements | planning | development

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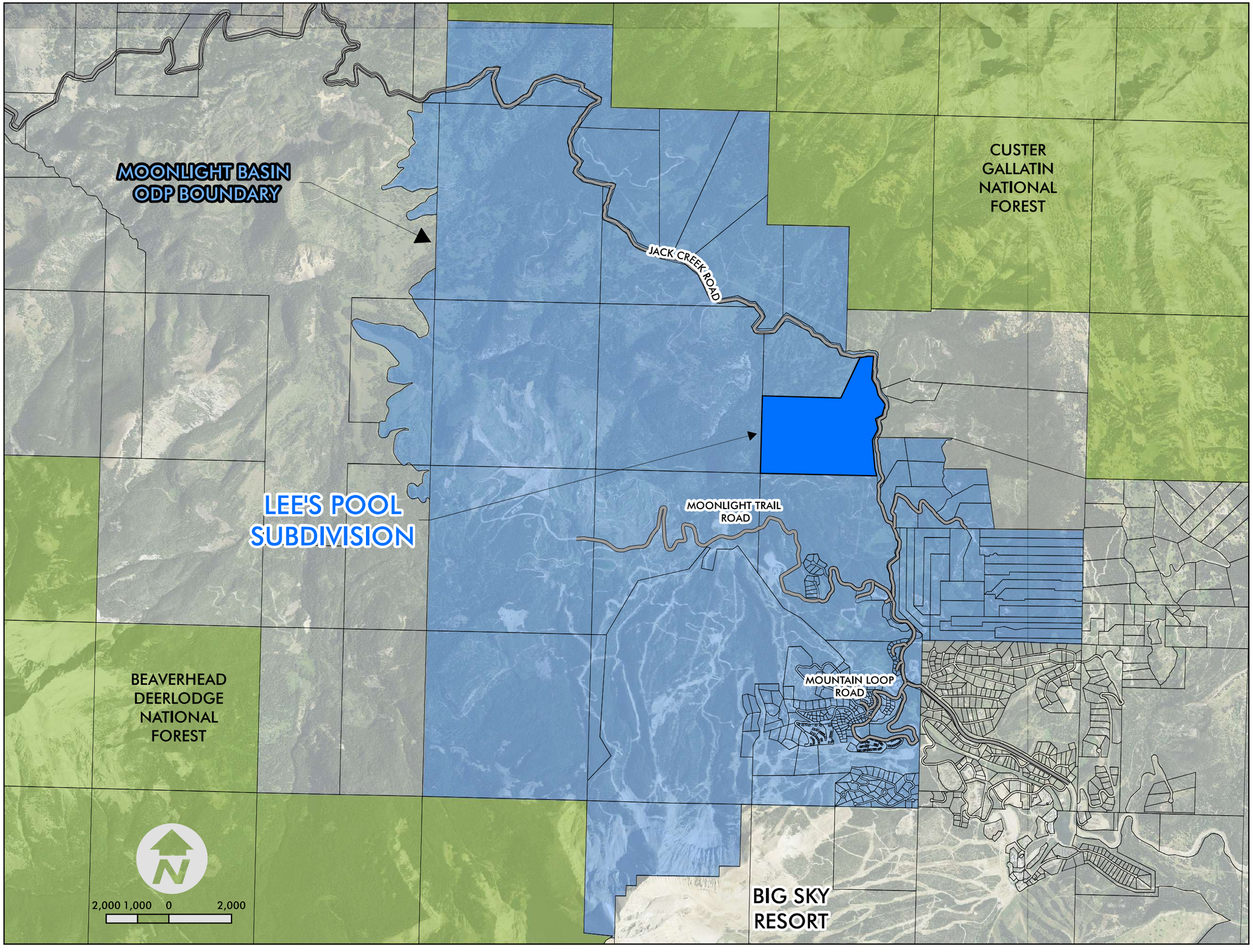
MOONLIGHT
BASIN

VICINITY MAP

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION

BIG SKY
MONTANA

FIGURE NO.
1



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MOONLIGHT
BASIN

VICINITY MAP

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION

BIG SKY
MONTANA

FIGURE NO.
2

N

0 400

(IN FEET)

SCALE
11"x17" : 1"=400'
24"x36" : 1"=200'

NOTES:

1. ANY LANDSCAPING FEATURES SHOWN MAY INCLUDE EXISTING VEGETATION AND DO NOT REPRESENT A FORMAL PLAN.
2. IMPACTS TO WETLANDS ASSOCIATED WITH SITE DEVELOPMENT TO BE REVIEWED AND PERMITTED BY USACOE.
3. FUTURE UTILITY AND ACCESS EXTENSIONS SHOWN ON THIS EXHIBIT ARE CONCEPTUAL AND SUBJECT TO CHANGE AT THE SITE DEVELOPMENT STAGE ON EACH CONDO LOT.

JACK CREEK ROAD

TRACT R-1
COS 7/1822-BA

TRACT B1
COS 7/2508

ROOSEVELT ROAD

EXISTING 80'-WIDE
POWER LINE EASEMENT

CONDO LOT 3

OPEN SPACE A

ROOSEVELT ROAD

CONDO LOT 1

POND

POND

CONDO LOT 2

CONDO LOT 4

CONDO LOT 5

OPEN SPACE B

BIG STICK ROAD

PROPOSED
40-FOOT WATER
BODY SETBACK
(TYP.)

LOT R
(FUTURE DEVELOPMENT)

28' EMERGENCY
ACCESS EASEMENT

PARCEL A
COS 7/2474

TRACT C
COS 7/2508

PARCEL A-2
COS 7/348-A

TRACT R-1
COS 7/1822-BA

LOT 4

LOT 3

STRAWBERRY RIDGE SUB.

CONTOUR INTERVAL = 10'

LEGEND

EXISTING FEATURES

- CONTOUR w/ INDEX ELEVATION (7880)
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC LINE
- DELINEATED WETLAND
- NHD FLOWLINE
- GRAVEL ROAD

PROPOSED FEATURES

- SEWER MAIN
- SEWER MANHOLE
- SEWER SERVICE
- WATER MAIN
- WATER SERVICE
- OPEN SPACE
- CONDO LOT
- FUTURE DEVELPOMENT LOT
- ASPHALT ROAD

FUTURE FEATURES

- ASPHALT ROAD
- SEWER MAIN
- SEWER MANHOLE
- SEWER SERVICE
- WATER MAIN
- WATER SERVICE
- TRAIL

OWNER/APPLICANT:
MOONLIGHT BASIN
BIG SKY, MONTANA

REPRESENTATIVE:
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DRAWN BY: JCH
CHK'D. BY: TWM
APPR. BY: TWM
DATE: 10/2019

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
BIG SKY MONTANA

PRELIMINARY SITE PLAN

PROJECT NO.
112.09

FIGURE NO.
3

F:\CIVIL 3D PROJECTS\19008\ACAD\EXHIBITS\LP-SITE PLAN.dwg Plotted on Oct/28/2019

N

0 400

(IN FEET)

SCALE
11"x17" : 1"=400'
24"x36" : 1"=200'

NOTES:

1. IMPACTS TO WETLANDS ASSOCIATED WITH SITE DEVELOPMENT TO BE REVIEWED AND PERMITTED BY USACOE.
2. FUTURE UTILITY AND ACCESS EXTENSIONS SHOWN ON THIS EXHIBIT ARE CONCEPTUAL AND SUBJECT TO CHANGE AT THE SITE DEVELOPMENT STAGE ON EACH CONDO LOT.

LEGEND

EXISTING FEATURES
- WATER MAIN
- WATER SERVICE
- FIRE HYDRANT

PROPOSED FEATURES
- WATER MAIN
- FIRE HYDRANT
- WATER VALVE
- WATER SERVICE

FUTURE FEATURES
- WATER MAIN
- FIRE HYDRANT
- WATER VALVE
- WATER SERVICE

JACK CREEK ROAD

TRACT R-1
COS 7/1822-BA

TRACT B1
COS 7/2508

ROOSEVELT ROAD

EXISTING WETLAND
(TYP.)

EXISTING 80'-WIDE
POWER LINE EASEMENT

CONDO LOT 3

OPEN SPACE A

ROOSEVELT ROAD

PARCEL A-2
COS 7/348-A

CONDO LOT 1

POND

POND

PROPOSED
40-FOOT WATER
BODY SETBACK
(TYP.)

STICK BIG ROAD

LOT R
(FUTURE DEVELOPMENT)

CONDO LOT 2

TRACT R-1
COS 7/1822-BA

LOT 4

TRACT C
COS 7/2508

CONDO LOT 4

CONDO LOT 5

OPEN SPACE B

28' EMERGENCY
ACCESS EASEMENT

PROPOSED CONNECTION
TO EXISTING WATER MAIN

STRAWBERRY RIDGE SUB.

LOT 3

PARCEL A
COS 7/2474

CONTOUR INTERVAL = 10'

OWNER/APPLICANT:
MOONLIGHT BASIN
BIG SKY, MONTANA

REPRESENTATIVE:
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DRAWN BY: JCH
CHK'D. BY: TWM
APPR. BY: TWM
DATE: 10/2019

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
BIG SKY MONTANA

WATER SYSTEM PLAN

PROJECT NO.
112.09

FIGURE NO.
4

F:\CIVIL 3D PROJECTS\119008\ACAD\EXHIBITS\LP-SITE PLAN.dwg Plotted on Oct/29/2019

NOTES:

1. IMPACTS TO WETLANDS ASSOCIATED WITH SITE DEVELOPMENT TO BE REVIEWED AND PERMITTED BY USACOE.
2. FUTURE UTILITY AND ACCESS EXTENSIONS SHOWN ON THIS EXHIBIT ARE CONCEPTUAL AND SUBJECT TO CHANGE AT THE SITE DEVELOPMENT STAGE ON EACH CONDO LOT.

N

0 400

(IN FEET)

SCALE
11"x17" : 1"=400'
24"x36" : 1"=200'

JACK CREEK ROAD

TRACT R-1
COS 7/1822-BA

TRACT B1
COS 7/2508

EXISTING WETLAND
(TYP.)

ROOSEVELT ROAD

EXISTING 80'-WIDE
POWER LINE EASEMENT

CONDO LOT 3

OPEN SPACE A

ROOSEVELT ROAD

CONDO LOT 1

POND

POND

CONDO LOT 2

STICK BIG ROAD

PROPOSED
40-FOOT WATER
BODY SETBACK
(TYP.)

LOT R
(FUTURE DEVELOPMENT)

PARCEL A-2
COS 7/348-A

TRACT R-1
COS 7/1822-BA

LOT 4

TRACT C
COS 7/2508

CONDO LOT 4

CONDO LOT 5

OPEN SPACE B

STRAWBERRY RIDGE SUB.

LOT 3

28' EMERGENCY
ACCESS EASEMENT

PARCEL A
COS 7/2474

CONTOUR INTERVAL = 10'

LEGEND

EXISTING FEATURES
- SEWER MAIN
- SEWER SERVICE
- SEWER MANHOLE

PROPOSED FEATURES
- SEWER MAIN
- SEWER MANHOLE
- SEWER SERVICE

FUTURE FEATURES
- SEWER MAIN
- SEWER MANHOLE
- SEWER SERVICE

OWNER/APPLICANT:
MOONLIGHT BASIN
BIG SKY, MONTANA

REPRESENTATIVE:
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APPR. BY: TWM
DATE: 10/2019

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
MONTANA
BIG SKY

WASTEWATER SYSTEM PLAN

PROJECT NO.
112.09

FIGURE NO.
5

F:\CIVIL 3D PROJECTS\19008\ACAD\EXHIBITS\UP-SITE PLAN.dwg Plotted on Oct/28/2019

N

0 400

(IN FEET)

SCALE
11"x17" : 1"=400'
24"x36" : 1"=200'

LEGEND

PROPOSED FEATURES

- STORM DRAIN MANHOLE
- CULVERT
- DITCH FLOWLINE
- DETENTION POND

JACK CREEK ROAD

TRACT R-1
COS 7/1822-BA

DETENTION POND #1

ROOSEVELT ROAD

TRACT B1
COS 7/2508

EXISTING WETLAND
(TYP.)

DETENTION
POND #4

DETENTION
POND #5

DETENTION
POND #2

EXISTING 80'-WIDE
POWER LINE EASEMENT

CONDO LOT 3

OPEN SPACE A

DETENTION
POND #3

ROOSEVELT ROAD

PARCEL A-2
COS 7/348-A

CONDO LOT 1

DETENTION
POND #6

CONDO LOT 2

LOT R
(FUTURE DEVELOPMENT)

BIG STICK ROAD

TRACT R-1
COS 7/1822-BA

LOT 4

DETENTION
POND #7

CONDO LOT 4

TRACT C
COS 7/2508

CONDO LOT 5

OPEN SPACE B

STRAWBERRY RIDGE SUB.

28' EMERGENCY
ACCESS EASEMENT

PARCEL A
COS 7/2474

LOT 3

CONTOUR INTERVAL = 10'

OWNER/APPLICANT:
MOONLIGHT BASIN
BIG SKY, MONTANA

REPRESENTATIVE:
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DRAWN BY: JCH
CHK'D. BY: TWM
APPR. BY: TWM
DATE: 08/2019

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
BIG SKY MONTANA

GRADING & DRAINAGE PLAN

PROJECT NO.
112.09

FIGURE NO.
6

F:\CIVIL 3D PROJECTS\112009\ACAD\EXHIBITS\LP-SITE PLAN.dwg Plotted on Aug/30/2019

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Part 1-III

Environmental Assessment (MDEQ Joint Application Part III)

- Figure 7: Geologic Map
- Figure 8: Soils Map
- Figure 9-A: Surface Water Map
- Figure 9-B: Wetland Map
- Figure 10: USGS Topographic Map
- Figure 11: Slope Map
- Figure 12: Vegetation Map
- Figure 13-A: Access Map (Big Sky)
- Figure 13-B: Access Map (Moonlight Basin ODP)
- Figure 14: Current Land Use Map
- Figure 15: Potential Hazard Map
- Figure 16: Recreational Facilities Map

Part 1-III ENVIRONMENTAL ASSESSMENT

Note: The following text and figures provide information regarding the physical site conditions of the property to be subdivided and the potential impacts associated with the subdivision. This coincides with the application requirements for **Part III** of the MDEQ *Joint Application Form.*

1-III.A Geology

Figure 7 is a map illustrating the surficial geology of the site utilizing data provided by the Montana Bureau of Mines and Geology. As indicated on the exhibit, geologic conditions in the region surrounding the greater Big Sky area are relatively complex, with formations ranging in age from Precambrian to Pleistocene exposed. In the immediate project area, geologic mapping (MBMG 2013) indicates that the oldest exposure formation is the Upper-Cretaceous Frontier Formation (Kf) and the most recent geologic material consists of Quaternary glacial, landslide (Qls) and alluvial deposits, though some deposits may consist of Tertiary material (QTd) and areas of marshy paludal sediments (Qpa).

In general, the structural geology of the larger area consists of a series of northeast trending anticlines and synclines, the most prominent of which is the Middle Fork Anticline located roughly 9,000 feet southeast of the site. These features are generally truncated by the North Fork Fault. The trace of this fault lies in the valley now occupied by the North Fork of the West Fork of the Gallatin River. To the east of this fault, exposures of Mississippian through Cretaceous rocks are present. To the west of the fault trace, synclines and anticlines are exposed in the Cretaceous materials.

1-III.A.1 Geologic Hazards

The Lee's Pool property, in general, is surrounded by widespread unconsolidated landslide deposits (Qls) derived from the underlying Cretaceous shales during the retreat of the Pleistocene-aged alpine glaciers about 10-11,000 years ago. Evidence of this is found in the hummocky terrain and the deeply incised watercourses which have cut through former slide masses.

Moonlight Basin is located within the Intermountain seismic belt. This region is home to both the largest earthquake in the Northern Rocky Mountains and the largest resultant rockslide in North America in the Hebgen Lake Earthquake of 1959 (MBMG, et al,

2013). The area is also located approximately 25 miles north of the Yellowstone seismic region which is considered the most active portion of the Intermountain seismic belt.

History suggests however, that the location of Moonlight Basin within the Intermountain seismic belt and the proximity to the Yellowstone seismic region have not translated into seismic activity. Evidence indicates that the underlying structural geology may contribute to this outcome.

Care must be taken to maintain slope stability during design and construction of road cuts and other construction activity. Common engineering and construction practices, exercised in conjunction with site and building-specific geotechnical assessments for the construction of the site improvements, generally aid in the maintenance of land stability.

There are no known avalanche chute run-outs within the proposed boundary of Lee's Pool; areas that are prone to avalanches are illustrated on Figure 15. Rock-fall hazards are minimal due to moderate slopes and tree cover extending throughout the project area and upslope area.

The Lee's Pool area is classified as Seismic Design Category (SDC) D in the most current version of the International Building Code (IBC). SDC D is classified as high seismic vulnerability. The SDC classifications found in this area are generally consistent with the geographic extents of the intermountain seismic belt. As a result, the SDC of the areas within Moonlight Basin are consistent with not only the Big Sky area, they are the same as those generally found throughout both Madison and Gallatin Counties.

1-III.A.2 Soils

Figure 8 shows the distribution of the soil types within the subdivision boundaries and the surrounding area, as provided in the *NRCS Soil Survey of Madison County Area, Montana*. Soils information will be incorporated into a number of the engineering analyses for the project. It should be used to estimate storm water runoff rates and as a correlating information source on estimates of rock exposure, groundwater depths and slope stability.

1-III.A.3 Surface Water

There is a series of small water bodies that occur within the boundaries of this subdivision. Each of these water bodies is a part of a small cluster of first-order tributaries that comprises the headwaters of the Jack Creek watershed. The most notable of these water bodies includes a small section of Moonlight Creek. This section

is located in undevelopable portions of the proposed remainder tract (Lot R) or portions of the Open Space Tracts to be platted with the recording of the subdivision. There is also a small, unnamed tributary to Moonlight Creek flowing through the north-east portion of Condo Lot 1. In addition, two manmade water features that constitute the subdivisions namesake are located within the boundaries of Condo Lot 1.

Figures 9-A & 9-B are a Surface Water Map and a Wetland Map illustrating water bodies, watercourses and delineated wetlands throughout the site.

As noted in Part 1-II.A, the Lee's Pool Subdivision is being submitted as a PUD. This PUD request includes a modification to the Madison County Subdivision Regulations to reduce the river construction setback to allow for a 40-foot construction setback from water bodies within the boundaries of the Lee's Pool Subdivision. The modified construction setback would be 40-feet from the bank of any applicable water body in lieu of the 100-foot standard detailed in Chapter IV.B.1.c of the Madison County Subdivision Regulations.

As indicated above, the water bodies that would be subject to the reduction requested with the subdivision application are un-named, first order tributaries that include intermittent or minor perennial flows.

The three primary concerns that are addressed by a mandatory setback from water bodies are:

- Water Quality
- Flooding
- Wildlife

Water Quality: Impacts from development are due to wastewater generation, runoff from roads as well as landscaping. The units will be served by central sewer and water, therefore eliminating potential water quality impacts from septic tanks and drain fields. Stormwater will be directed away from the waterbodies. Landscaping will be native vegetation, minimizing the use of herbicides, pesticides and fertilizers. The above measures will ensure no impacts to water quality.

Flooding: The water bodies in question are first order streams with small drainage areas. The streams currently flow through 18" culverts through a logging road that has been in place for over 40 years. The culvert and road show no sign of over topping. The elevation separation from the water body to the proposed units eliminates any chance of flooding.

Wildlife: By allowing the setback relaxation, density can be achieved, therefore eliminating sprawl of development. In addition, native shrubs will be planted in front of the units minimizing the visual impact on wildlife.

Wetlands impacted by the site development within this subdivision are primarily limited to road crossings and have been included as part of an approved amendment to the overall 404 permit from the Army Corps of Engineers for the Moonlight Basin ODP area.

1-III.A.4 Groundwater

Impacts to groundwater are not anticipated as part of this subdivision. Proper foundation sub-drainage and site drainage away from residential buildings would ensure that groundwater will not present a problem for construction or long-term stability of buildings and other constructed facilities.

The availability and distribution of groundwater in the general area is controlled by the characteristics and structure of the geologic deposits. As a result, static groundwater depths are generally related to underlying grade and elevation. An evaluation of the Montana Bureau of Mines and Geology's GWIC database for wells located within the subdivision boundaries as well as several within a general area of approximately 5 square-miles surrounding the site, indicates depths ranging from 8 to 214-feet with an average depth of approximately 76-feet. Based on the depth to groundwater associated with site development, coupled with the use of central water supply and wastewater treatment systems in lieu of individual domestic wells and septic systems respectively, potential impacts to the groundwater supply and quality will be limited.

1-III.A.5 Slopes

Slopes within Lee's Pool range from 5 to 25+ percent. Most of the areas within the lots to be associated with future development feature slopes less than 15 percent. General topography is shown on a USGS quad map with an overlay of the Lee's Pool Subdivision boundary (Figure 10) and the Preliminary Site Plan (Figure 3) using 2-foot contour intervals. Figure 11 is a slope analysis map showing the slopes within the subdivision boundary and the larger Moonlight Basin ODP area.

1-III.B Vegetation

1-III.B.1 Existing Vegetation

The Lee's Pool site consists of a mix of shade-intolerant coniferous trees dominated by Englemann spruce trees and areas of abundant shade-tolerant coniferous species consisting primarily of lodgepole pine as the dominant tree type. Small areas of grass-forb communities and sparsely vegetated clearings occur intermittently throughout, and portions of the site include areas of transitional riparian woodlands. Figure 12 illustrates the distribution of the general vegetation types within the subdivision boundaries and portions of the surrounding Moonlight Basin ODP area.

1-III.B.2 Protection

Site management through the adherence to the Firewise Principles, such as removal of deadfall timber and reduction of flammable materials within specified distances from buildings, will drive modifications to existing vegetation.

Mature vegetation in undisturbed areas will be preserved for its wildlife habitat and visual screening benefits. All disturbed areas should be re-seeded and stabilized to minimize soil erosion. Replacement vegetation in the form of landscaped areas should also be provided in disturbed areas.

1-III.B.3 Weed Management Plan

The project area will be subject to the Master Declaration of Protective Covenants, Conditions and Restrictions for Moonlight Basin Community (MCC&R), which require control of noxious weeds in accordance with the Madison County Weed Program recommendations and an approved Weed Management and Re-Vegetation Plan. The protective covenants also require any condominium owner's or other sub-association to enforce the Weed Management Plan and maintain the commonly owned open spaces and landscaping.

As part of the re-vegetation strategy, grass seed types should be appropriately selected. In cases where unavoidable temporary impacts occur, the following seed mix should be considered for revegetation:

Durar Hard Fescue (Festuca trachyphylla): 35%
Turf-Type Tall Fescue (Festuca arundinacea): 15%
Canada Bluegrass (Poa compressa): 15%
Sheep Fescue (Festuca ovina): 35%

This seed mix is a vigorous, competitive, and low maintenance mix for areas around the

perimeters of developed areas. It should be drill-seeded at a rate of 10 to 15 pounds/acre or broadcast-seeded at 20 to 30 pounds/acre. Depending on the time of year that revegetation is implemented, mulch or straw may be utilized in addition to an annual cover crop to provide site stabilization.

1-III.C Wildlife

Wildlife preservation is a key component in the planning philosophy of the Moonlight Basin area. Wildlife is one of the area's major assets and adds to the long-term value of the development. In accordance with this emphasis, Moonlight Basin has been actively engaged in a wildlife monitoring program for several years and will continue this practice moving forward.

The Lee's Pool subdivision is within and will be part of a much larger developed area. As a result, impacts, beyond those which have been anticipated by the ODP and already exist, are not anticipated.

1-III.C.1 Existing Fish and Wildlife

While there are natural watercourses that flow through portions of the Lee's Pool site, development will occur outside of those areas. As a result, impacts to fisheries are not expected.

Threatened species listed in Madison County that have the potential to occur within the Lee's Pool Subdivision include grizzly bears, Canada lynx and the North American wolverine. While these species have been largely displaced from the immediate vicinity by existing disturbance, they may still occasionally and briefly occur in or near the area, such as during times of dispersal.

Disturbance from pets and human activity may be partially reduced by forest cover and sloping terrain but moderate disturbance impacts on wildlife are expected.

1-III.C.2 Mitigation of Wildlife Impacts

Wildlife protection measures have been included in the design of the subdivision as well as the MCC&R. The design is intended to cluster development in the areas best suited for human activity. The covenants include a requirement for the use of bear-proof refuse containers and restrictions on pets, wildlife attracting plant species and the feeding of large animals. Potential impacts associated with this subdivision should be localized and limited to the wetland and stream complexes located within the site, most of which is located outside of development areas and in the proposed platted open spaces.

Ongoing wildlife monitoring efforts are a critical mitigation strategy for Lee's Pool and any development within the Moonlight Basin ODP area. The objective of the monitoring program is to ensure that wildlife corridors identified throughout the Moonlight Basin ODP area remain functional and that the area continues to support healthy wildlife populations. Diligent monitoring will help detect any potential changes in wildlife occurrence, use patterns and/or habitat conditions and adjustments to the management practices can be made based on the information gathered accordingly.

As part of the ODP approval, a site-specific wildlife assessment will be prepared for the Lee's Pool Subdivision application and that document will provide further details regarding wildlife impacts and outline a mitigation strategy tailored to the site.

1-III.D Historical and Cultural Resources

A Cultural Resource File Search of the Lee's Pool Subdivision will be completed by the Montana State Historical Preservation Office. As a result of this query, any unexamined historic or cultural resources found within the subdivision boundaries will be identified.

1-III.E Roads and Traffic

Primary access to the site is from Jack Creek Road. Public access along this portion of Jack Creek Road will be granted through an easement extending the public access created with the Strawberry Ridge PUD plat. Jack Creek Road connects to MT Highway 64 (Lone Mountain Trail) at the Moonlight Basin Gatehouse approximately 2.5-miles south of the subject property boundary. Figures 13-A & 13-B illustrate both the primary access to the site including emergency access and facility locations as well as interior access routes within this portion of the Moonlight Basin ODP area.

Internal access for the individual lots will be provided by Roosevelt Road (Road Lot A) and Big Stick Road (Road Lot B) as shown on Figure 3 located in Part 1-II of this document. As proposed, these accesses will consist of a 24-foot wide asphalt road with 2-foot gravel shoulders within a 60-foot public access and utility easement. The accesses are designed to accommodate the site development while adhering to the existing site topography and impacts associated with excessive grading are not anticipated. This subdivision also includes the provision of an emergency/secondary access located within a proposed 28-foot emergency access easement. The roadway includes an extension off of Big Stick Road and provides a connection to Jack Creek Road roughly 4,000- feet from the road terminus.

1-III.E.1 Traffic Generation

Based on the *2017 Traffic Impact Study* prepared for the Moonlight Basin ODP, the land use classifications detailed in the *Institute of Transportation Engineer's Trip Generation Manual, 9th Edition* and a 50% adjustment factor applied by utilizing the *2011 CIP for Gallatin Canyon/Big Sky Planning and Zoning District (Gallatin Canyon/Big Sky CIP)* an average weekday trip generation rate, per dwelling unit, is estimated to be as follows:

Single-Family Detached Housing – Land Use **210** = 4.76 ADT

Residential Condominium/Townhouse – Land Use **230** = 2.91 ADT

Hotel – Land Use **310** = 4.09 ADT

According to the proposed densities and land use types, the traffic generation from the Lee's Pool Subdivision would be as outlined in the following table:

Land Use	Units	Weekday			AM Peak Hour			PM Peak Hour		
		total	enter	exit	total	enter	exit	total	enter	exit
210	66	314.16	157.08	157.08	25.08	6.27	18.81	33.00	20.79	12.21
230	13	37.83	18.92	18.92	2.86	0.49	2.37	3.38	2.26	1.12
310	81	331.29	165.65	165.65	21.87	12.90	8.97	24.30	12.39	11.91
Total	**160**	**683.28**	**341.64**	**341.64**	**49.81**	**19.66**	**30.15**	**60.68**	**35.45**	**25.23**

1-III.E.2 Traffic Impacts

Jack Creek Road and MT Highway 64 (Lone Mountain Trail), which provide the main access into Lee's Pool, are adequate to handle the traffic from the subdivision. 3,700-feet of Jack Creek Road is constructed to the Madison County standard for paved subdivision accesses while the remaining length of the access is built to the Madison County gravel standard all of which will be within a public access easement. MT Highway 64 (Lone Mountain Trail) has a functional classification of "Minor Collector" from its intersection with US Highway 191 to the intersection with Sitting Bull Road east of the project area. As such, Lone Mountain Trail is a state numbered highway (MT 64) maintained by the Montana Department of Transportation. Minor Collectors are intended to provide access to land uses in a manner commensurate with the population density and land use needs. Impacts associated with this subdivision are consistent with those anticipated as part of the overall development of Moonlight Basin.

According to the *2017 Traffic Impact Study* for the Moonlight Basin ODP, current intersection capacity throughout the Moonlight Basin area is operating at acceptable levels (LOS A) and will continue to operate at a LOS C or better at full build-out of the Moonlight Basin project.

The portion of Lone Mountain Trail between the Sitting Bull Road intersection and the Moonlight Basin Gatehouse is owned and maintained by Madison County as a dedicated public right-of-way. As illustrated on Figure 13-B, the remaining portions of the access to Lee's Pool will be maintained by the owner's association.

The Big Sky Transportation District provides the Skyline bussing system for anyone, regardless of employer or purpose of travel. The Skyline service provides direct connection to the Streamline transit system which includes linkage with the Jefferson Lines (Greyhound) and Karst Stage operations. Information regarding the Skyline operation, including routes and seasonal scheduling, is easily accessible throughout the area.

1-III.F Utilities

All utilities will be underground and, where appropriate, within the public rights-of-way. Dry utilities such as underground electrical power, cable, and phone will be provided through connection to the existing services located in Jack Creek Road and within portions of the site. Utility providers should be notified of this project and the necessary utility easements will be provided as part of this subdivision.

1-III.G Emergency Services

Emergency services for this subdivision will be provided by the Big Sky Fire Department (BSFD) and the Gallatin County Sheriff's Department. Each of these agencies should be notified of the proposal.

1-III.G.1 Fire Protection Services

The Lee's Pool Subdivision is located approximately 3.4 miles from Station #2 off of Lone Mountain Trail. A Fire Protection Plan should be submitted to the BSFD for review and comment and feedback provided should be incorporated into the project design if necessary.

In the event of a large wildfire occurring under extreme weather and fuel bed conditions, additional resources from Gallatin County, and southwest Montana in general, can be called upon. Response times of over 2 hours should be anticipated for these types of fires. Under normal fire conditions, the BSFD, the Beaverhead Deerlodge National

Forest (BDNF) and other participating agencies can, through mutual aid, adequately protect this development. The BDNF helicopter may be the first resource on the scene.

In addition to BSFD services, the BDNF provides wild land fire protection in the area. The BDNF keeps a varying number of wild land fire engines in the Big Sky area from mid-May through mid-October.

1-III.G.2 Wildfire Risk Assessment and Mitigation Measures

Wildfire mitigation will be achieved through adherence to the findings of the *2015 Moonlight Basin Community Area Forest Management Plan*. The plan outlines the development and maintenance of defensible spaces and fuel breaks as well as the installation and care of fire resistant plants and landscaping techniques. Enforcement of the goals and objectives of the plan are included in Article 7 of the MCC&R.

1-III.G.3 Law Enforcement

The Gallatin County Sheriff's Department, by way of an inter-local agreement with Madison County, will provide police protection for this subdivision. Both departments should be notified of the project and any feedback provided should be incorporated into the project design if necessary. As part of a larger resort development, the likelihood of frequent demand for law enforcement services is relatively low.

1-III.G.4 Ambulance and Medical Services

The BSFD will provide emergency services for this subdivision. Hospital facilities are available at the Big Sky Medical Center which is located approximately 9.8 miles from the site and will likely provide emergency medical services to the residents and guests of this subdivision. The Medical Clinic of Big Sky is located near the site and provides some urgent care and emergency services for walk-in patients and on-mountain (Big Sky Resort) needs which have been responded to by the Big Sky Resort Ski Patrol.

1-III.H Schools

The property tax revenues generated by Lee's Pool will support local schools. Although any students living within the subdivision will reside in Madison County, they will attend Gallatin County schools (Big Sky School District #72). The schools serving this development are Ophir Elementary and Middle School and Lone Peak High School. Both are approximately 13.9 miles from the site. State legislation authorizes the district of residence (Madison) to pay tuition to another school district (Big Sky) for schooling costs.

The Lee's Pool Subdivision will consist primarily of recreational and seasonally occupied homes. As a consequence, estimating school age children is difficult. Due to the relatively small number of residences within the subdivision and the seasonal occupancy, it is possible that the development will not generate any school age children. However, as a base of reference, the *Gallatin Canyon/Big Sky CIP* estimates that 29% of dwellings in the Big Sky area are permanently occupied. This percentage will be used as a basis for calculating the number of permanently occupied dwellings in the subdivision. Due to the nature of this development, these estimates will be very conservative.

Using the *Gallatin Canyon/Big Sky CIP*, and an estimated permanent occupancy of 29.6%, roughly 19.54 of the 66 residential dwellings will be permanently occupied. Permanent residences generate 0.20 children per household (total of Elementary, Middle and High School Students per *Gallatin Canyon/Big Sky CIP* as of December 31, 2010). 19.54 permanent residences would therefore generate roughly 3.91 school age residents. The ratio of students is approximately two-thirds elementary and one-third middle and high school.

Both districts should be notified of the proposal and any feedback provided should be incorporated into the project if necessary.

1-III.I Land Use

Land uses in the Moonlight Basin area consist of various residential and commercial developments which are primarily tied to the recreational nature of the area. Also included are undeveloped and recreational lands which include those utilized for the ski terrain and other recreational endeavors. The uses that are proposed as part of this request are consistent with those anticipated as part of the Moonlight Basin development.

1-III.I.1 Adjacent Land Uses

The land uses immediately adjacent to the Lee's Pool site consist of similar residential developments and the general land use pattern is like that which is proposed as part of this application. Adjacent land uses and those throughout Moonlight Basin are illustrated on Figure 14 included as part of this document.

1-III.I.2 Permitted Land Uses

There is no underlying zoning on the Lee's Pool site. The *Madison County Growth Policy* provides general, county-wide land use policies and goals. These policies and

goals generally strive to protect natural resources, avoid burdening county and local services, promote the development of the tourism and recreation industry, and enhance the county's economy.

As noted throughout this document, this subdivision is within a master planned area reviewed and approved as an ODP. Impacts associated with master planned areas are analyzed in a more comprehensive manner for compliance with the goals and objectives of the Growth Policy. Therefore, development proposals for sites within the overall area that are consistent with the uses and densities anticipated as part of the master plan are permitted accordingly. Any future updates to the ODP along with the individual development proposals that would be associated with it, will be subject to review for compliance with the Growth Policy. Lee's Pool compliance with the ODP approval is detailed in Part 7 of this document.

1-III.I.3 Access to Public Lands

Development of the Lee's Pool Subdivision will not result in the closure of public access to hunting or fishing areas, or to any public lands. There are no public lands directly adjacent to the site. As a result, there will be no impact on access to public lands.

1-III.I.4 Hazards

Hazards on the site are typical of the greater Big Sky Area. Natural hazards such as landslides, earthquakes, lightning strikes and wildfires are the most common area-wide hazards. Geologic hazards (landslides and seismic activity) are discussed in Part 1-III.A.1.

The most pronounced hazard on the site is the risk of wildfires. Fire management assessments for the project were discussed in Part 1-III.G.2. The fire risk assessments indicate the threat from wildfires originating outside the project boundaries, while the risk from on-site wildfires is relatively minor at present. Mitigation measures for on-site and off-site wildfire risks are summarized in Part 1-III.G.2 and detailed in the *2015 Moonlight Basin Community Area Forest Management Plan*.

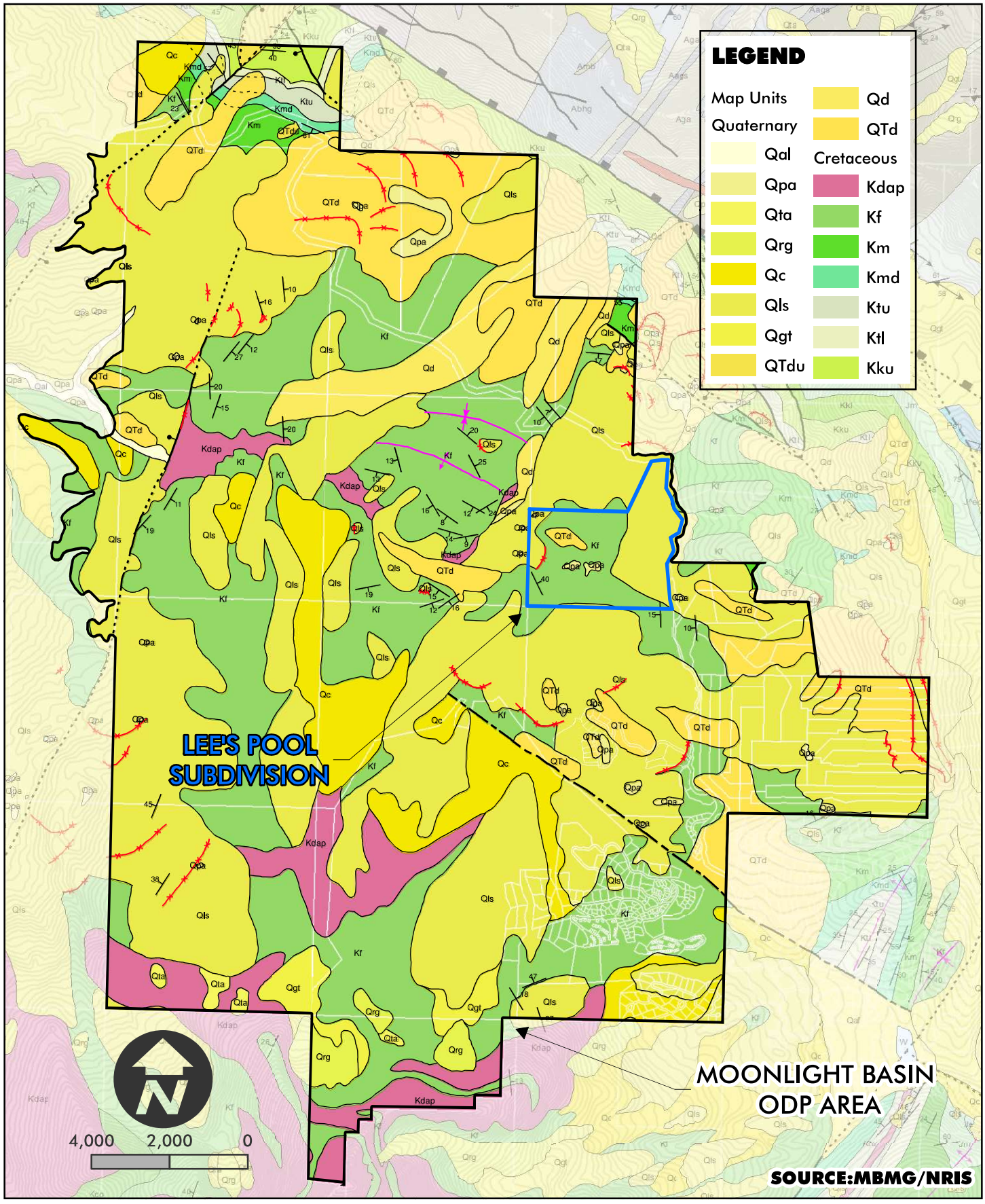
No other man-made hazards are known to exist on the site. There are no mining activities, high-pressure gas lines, dilapidated structures, or irrigation ditches within the boundaries of the proposed subdivision.

1-III.J Parks and Recreation Facilities

There is no parkland dedication proposed with the Lee's Pool Subdivision nor may a dedication be required. The total area of each of the condominium lots to be created

exceeds 5-acres. As outlined in Chapter IV.17.c(2) of the Madison County Subdivision Regulations, land proposed for subdivision into parcels larger than 5-acres may not require a parkland dedication.

However, the Lee's Pool Subdivision does include the creation of 50.32-acres of platted open space far exceeding the potential dedication. This subdivision provides access to an indoor/outdoor recreational amenity and downhill skiing, Nordic skiing, snowshoeing, biking and lake amenities are all immediately adjacent to the site as illustrated on Figure 16.



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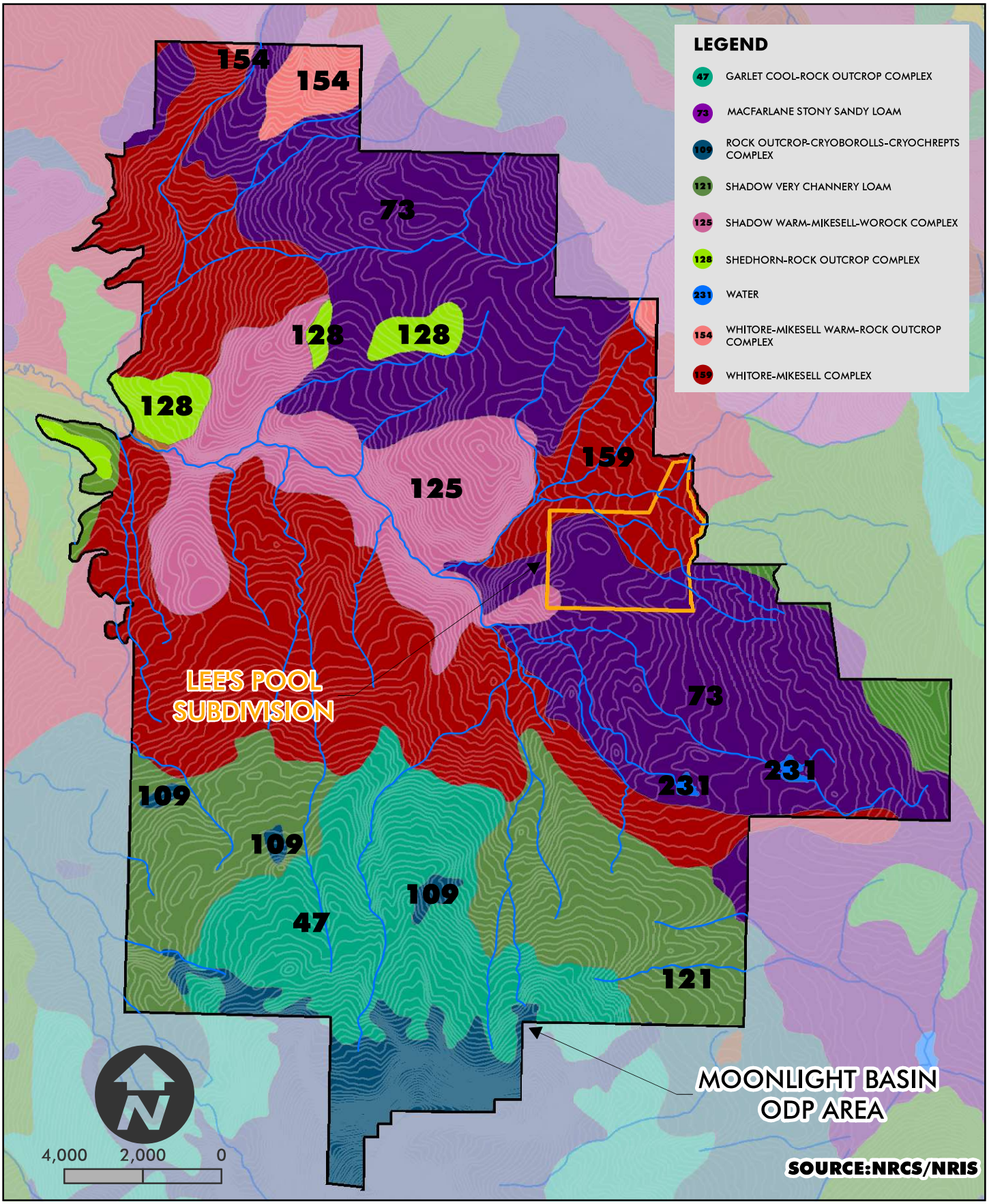
HAYSTACK entitlements | planning | development 104 E. MAIN ST. SUITE 215 PO BOX 1793 BOZEMAN, MT 59771 406.570.3830 www.haystackdevelopment.com	MOONLIGHT BASIN	**GEOLOGIC MAP** MOONLIGHT BASIN LEE'S POOL SUBDIVISION PROJECT NO. 112.09 JULY 2019	BIG SKY MONTANA **FIGURE NO. 7**



REPRESENTATIVE:	OWNER/APPLICANT:	SOILS MAP	BIG SKY MONTANA
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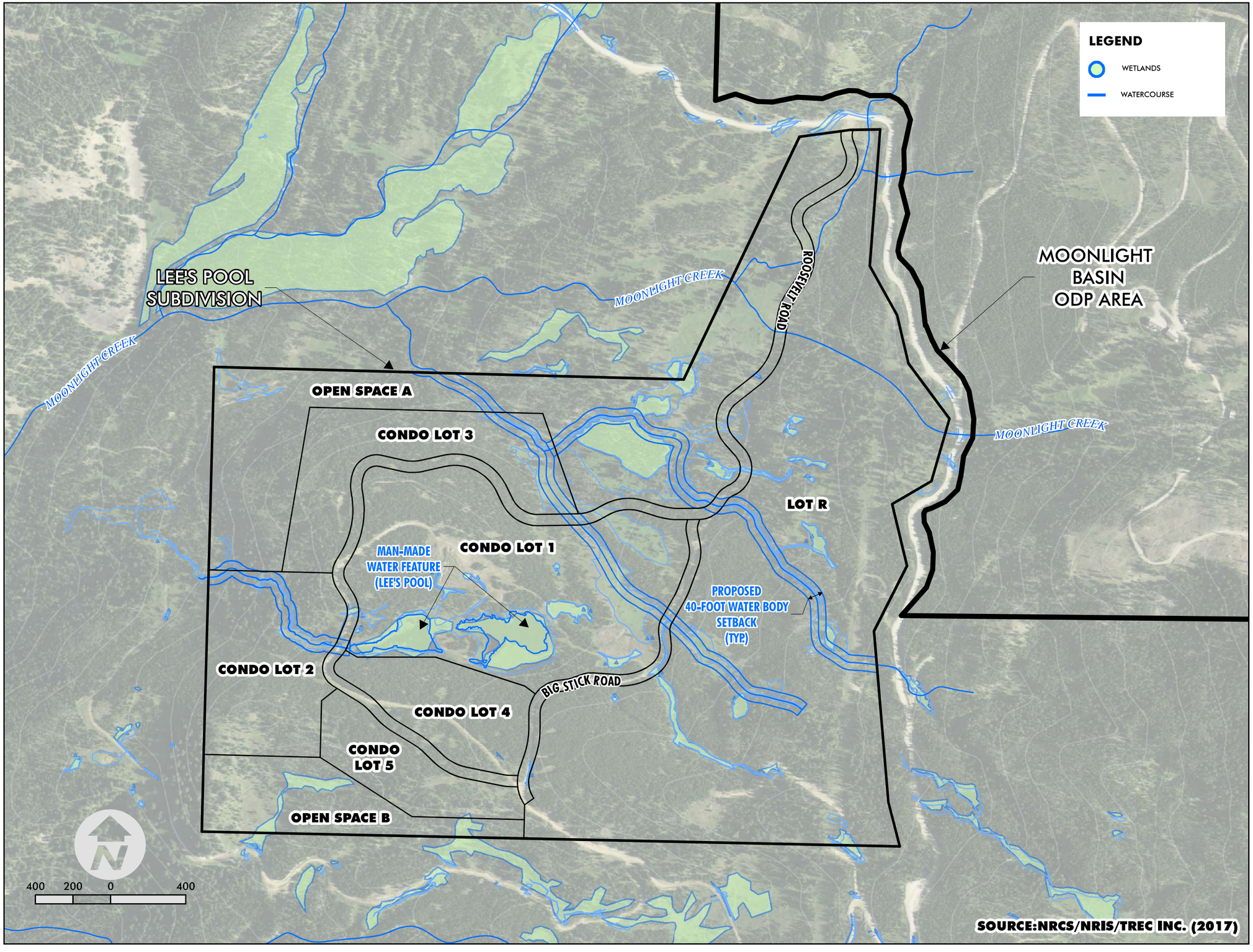
		PROJECT NO. 112.09 JULY 2019	



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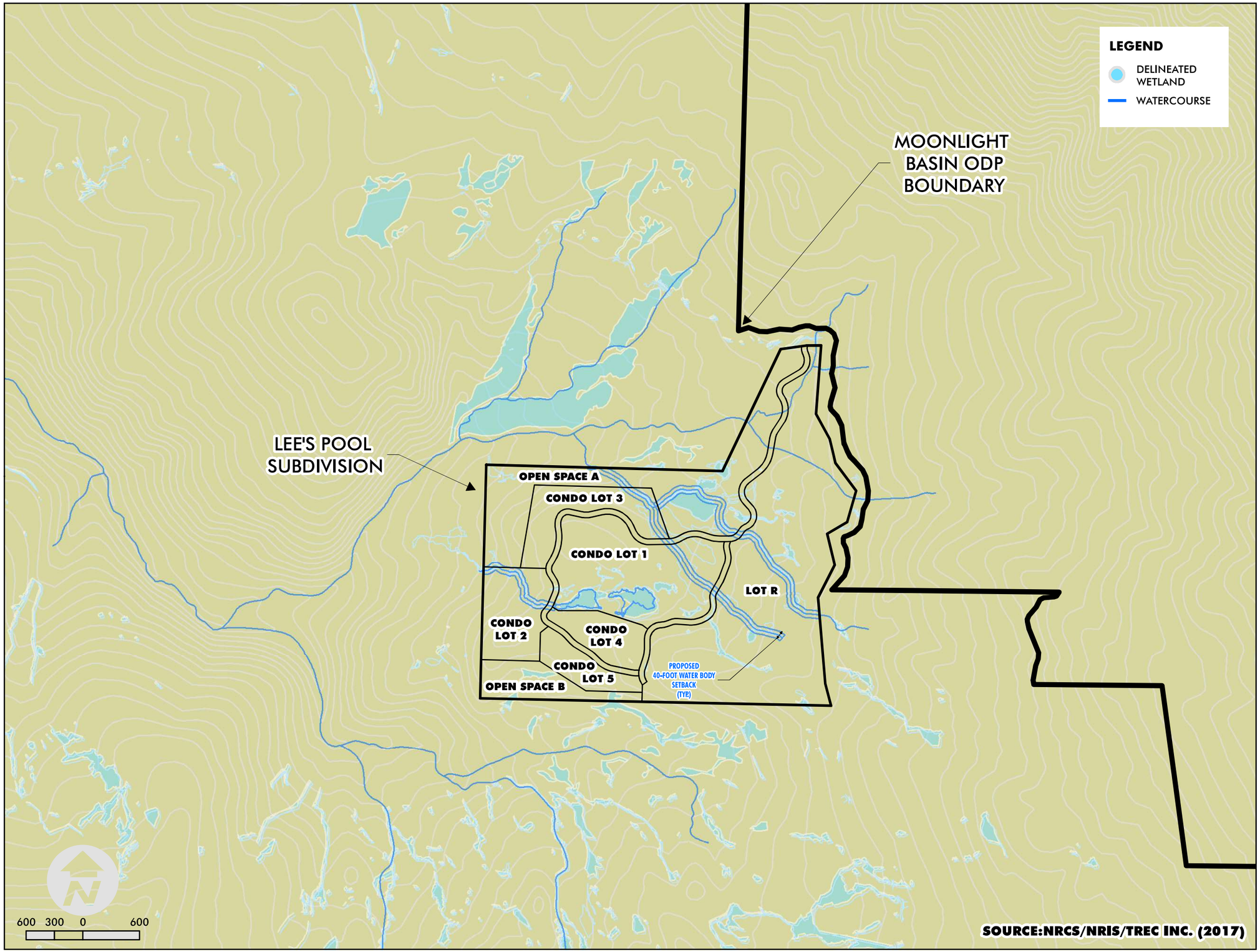
MOONLIGHT
BASIN

SURFACE WATER MAP

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION

BIG SKY
MONTANA

FIGURE NO.
9-A



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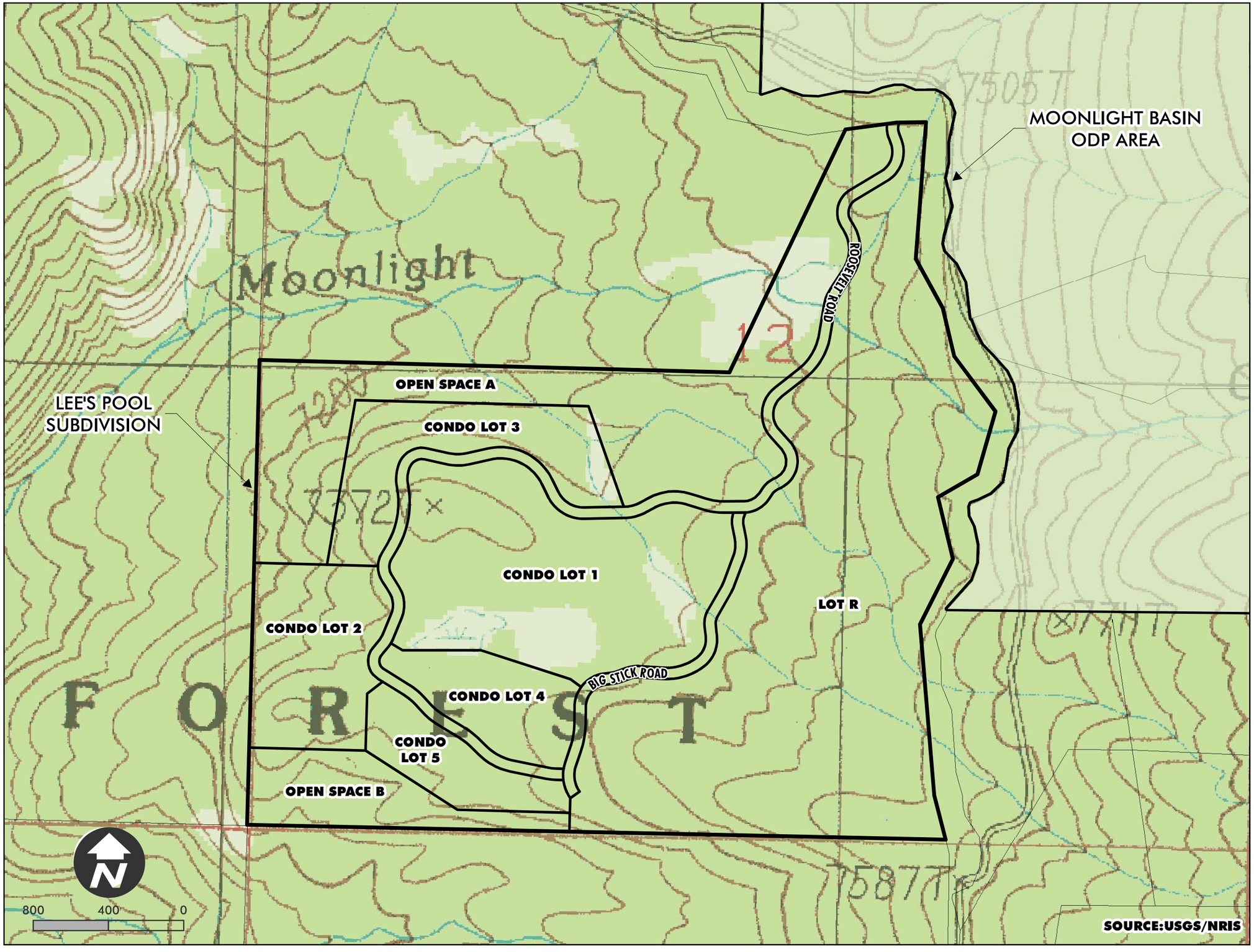
MOONLIGHT BASIN

WETLAND MAP

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION

BIG SKY
MONTANA

FIGURE NO.
9-B



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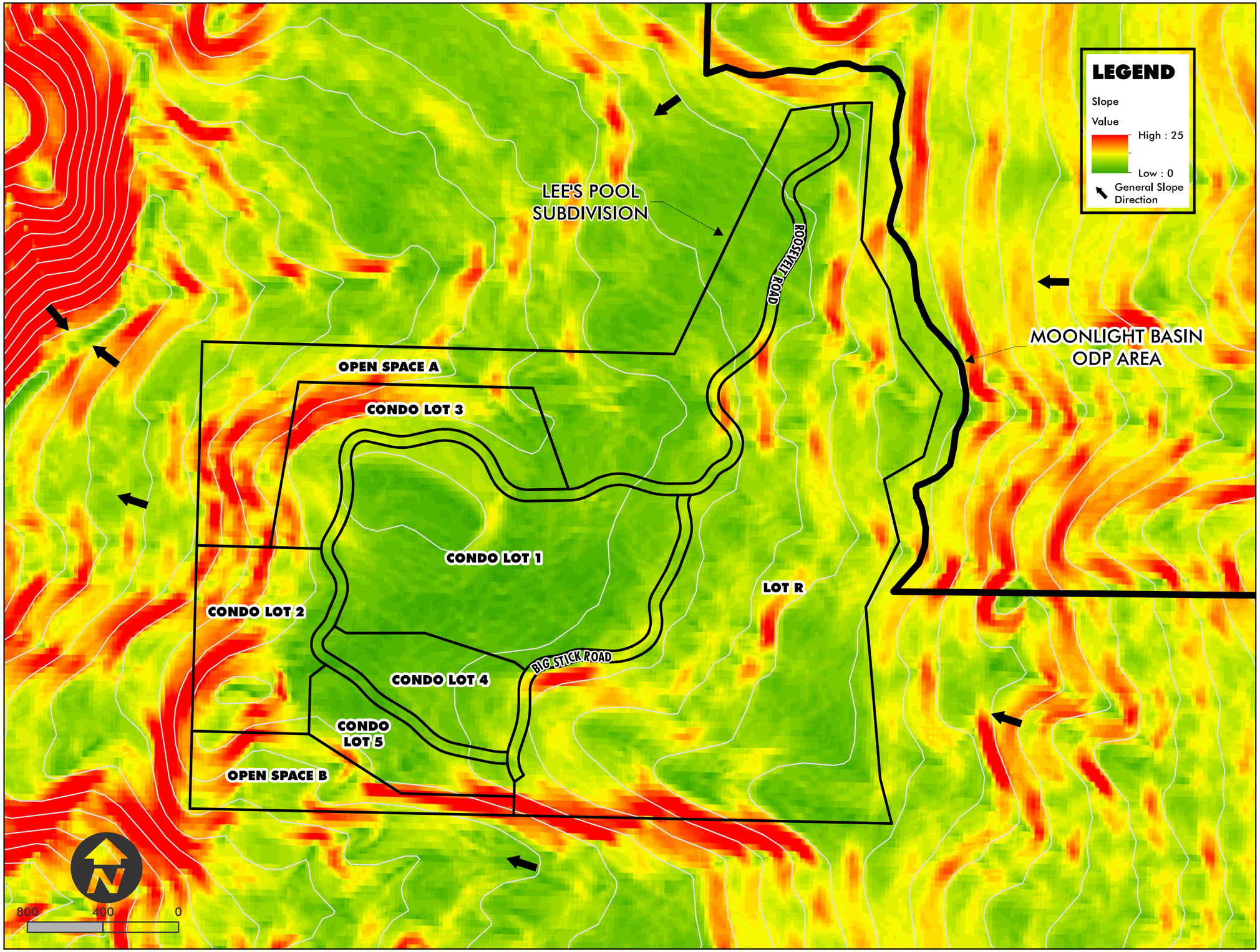
MOONLIGHT
BASIN

TOPOGRAPHIC MAP

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION

BIG SKY
MONTANA

FIGURE NO.
10



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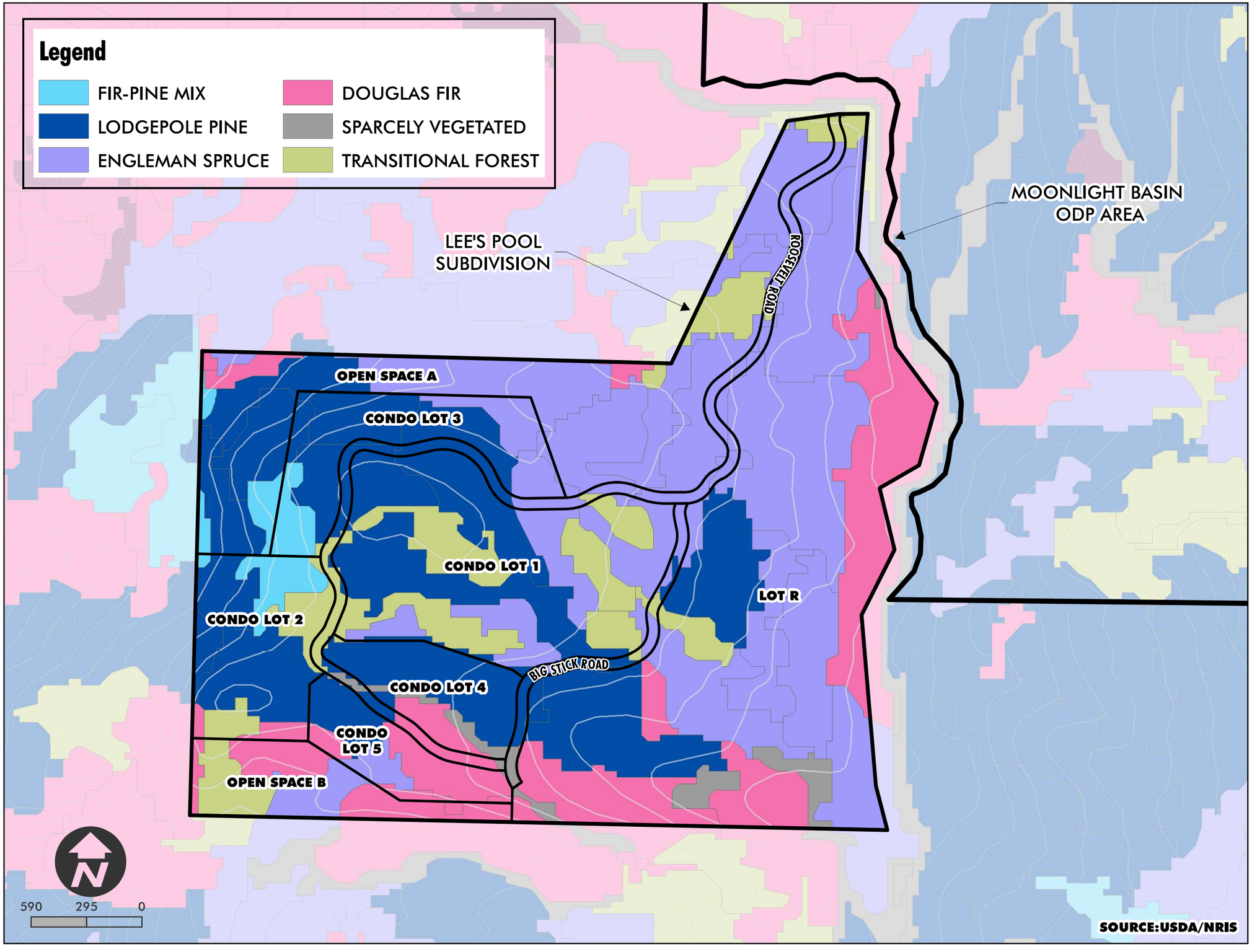
MOONLIGHT BASIN

SLOPE MAP

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION

BIG SKY
MONTANA

FIGURE NO. 11



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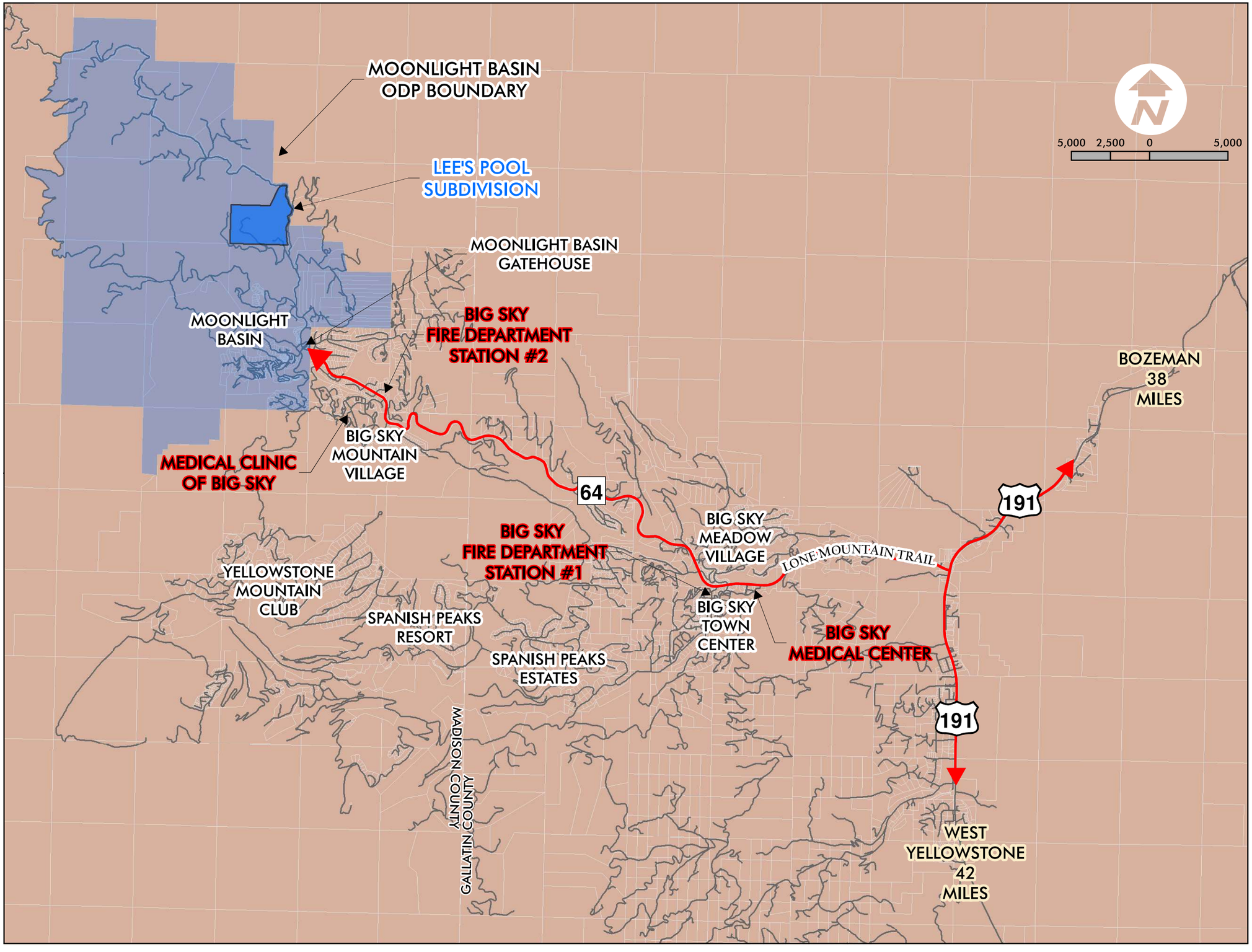
MOONLIGHT BASIN

VEGETATION MAP

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION

BIG SKY
MONTANA

FIGURE NO.
12



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MOONLIGHT
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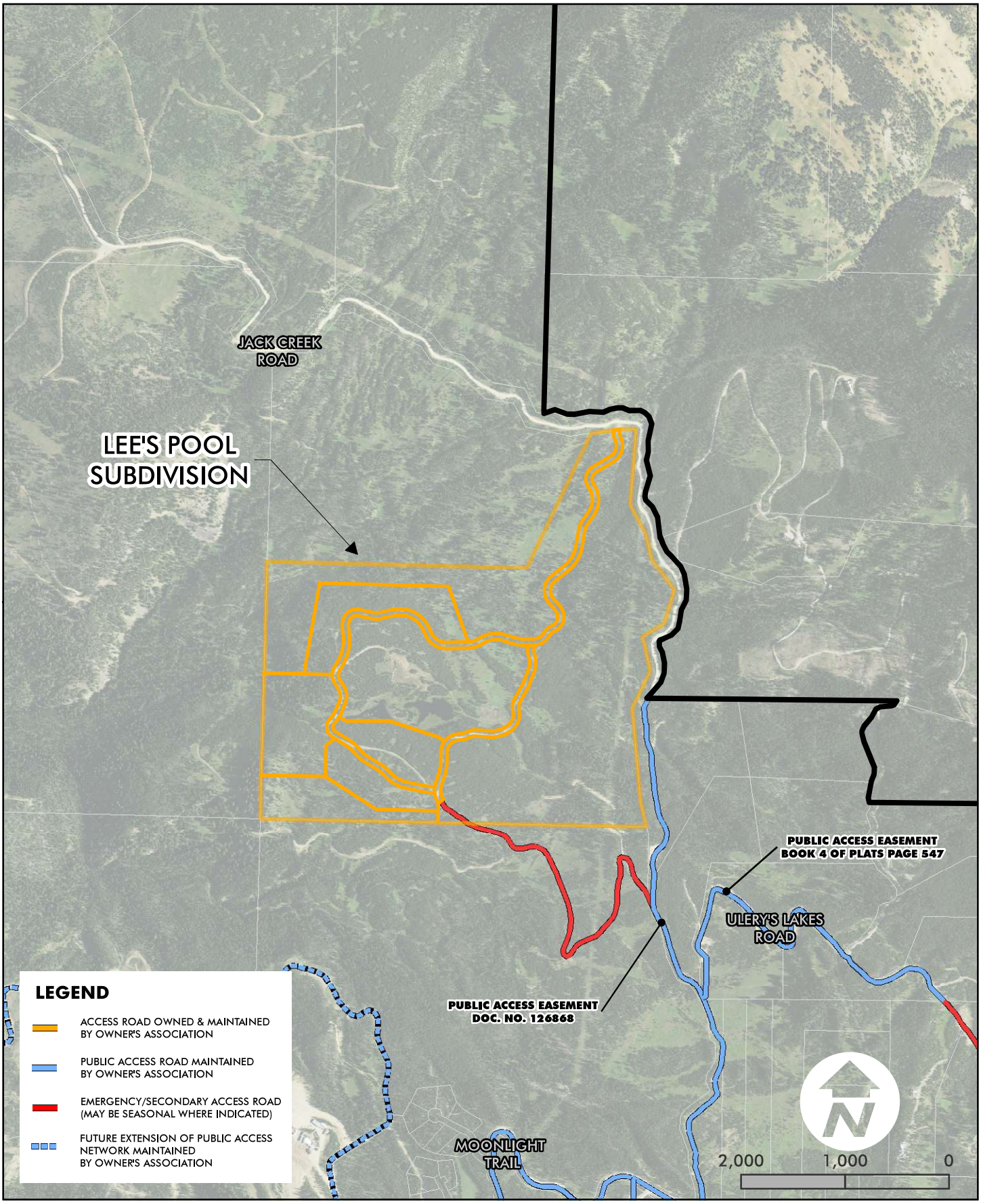
ACCESS MAP

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION

BIG SKY
MONTANA

FIGURE NO.
13-A



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MOONLIGHT BASIN

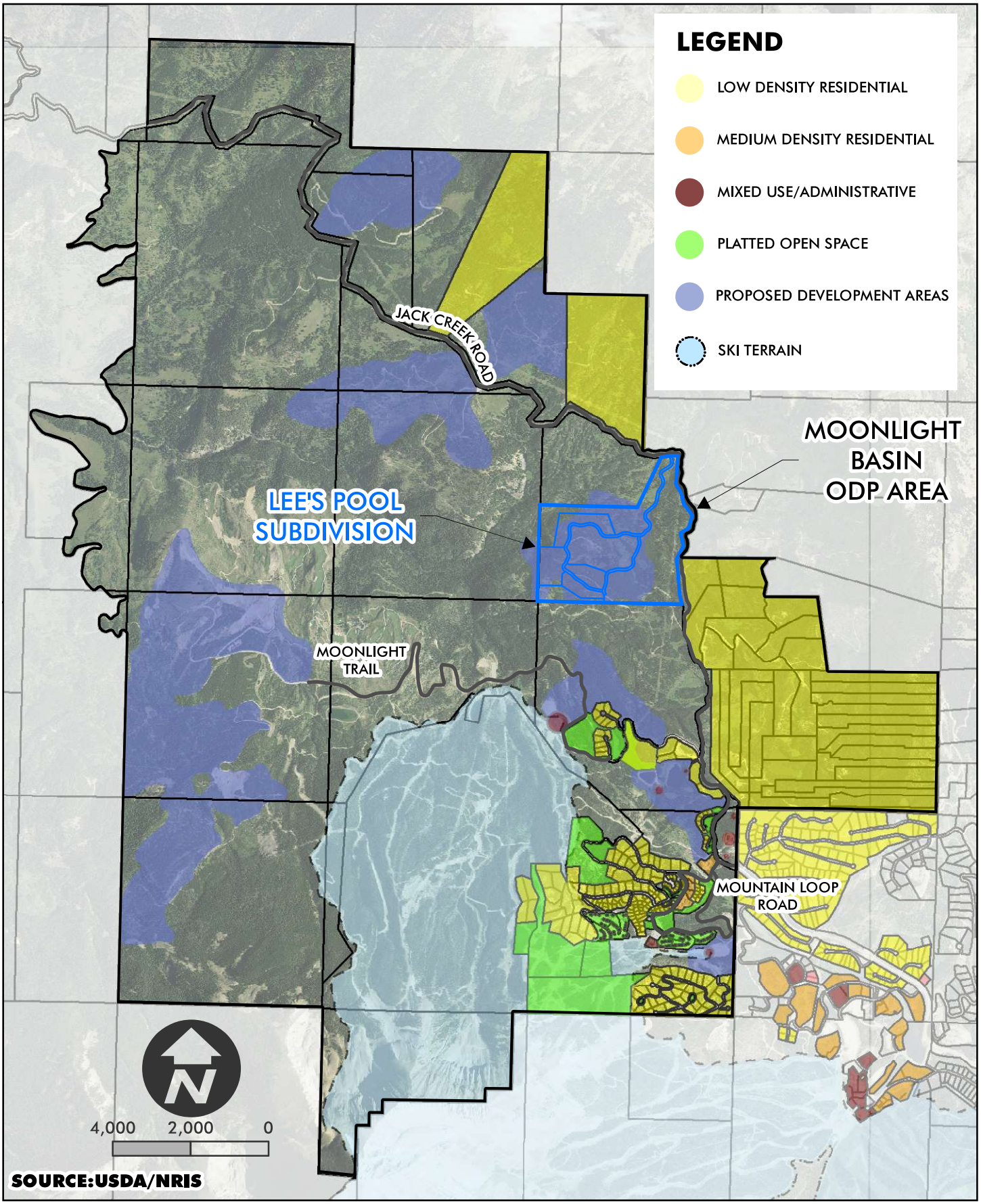
ACCESS EXHIBIT

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION

PROJECT NO. 112.09 JULY 2019

BIG SKY MONTANA

FIGURE NO. 13-B



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CURRENT LAND USE MAP

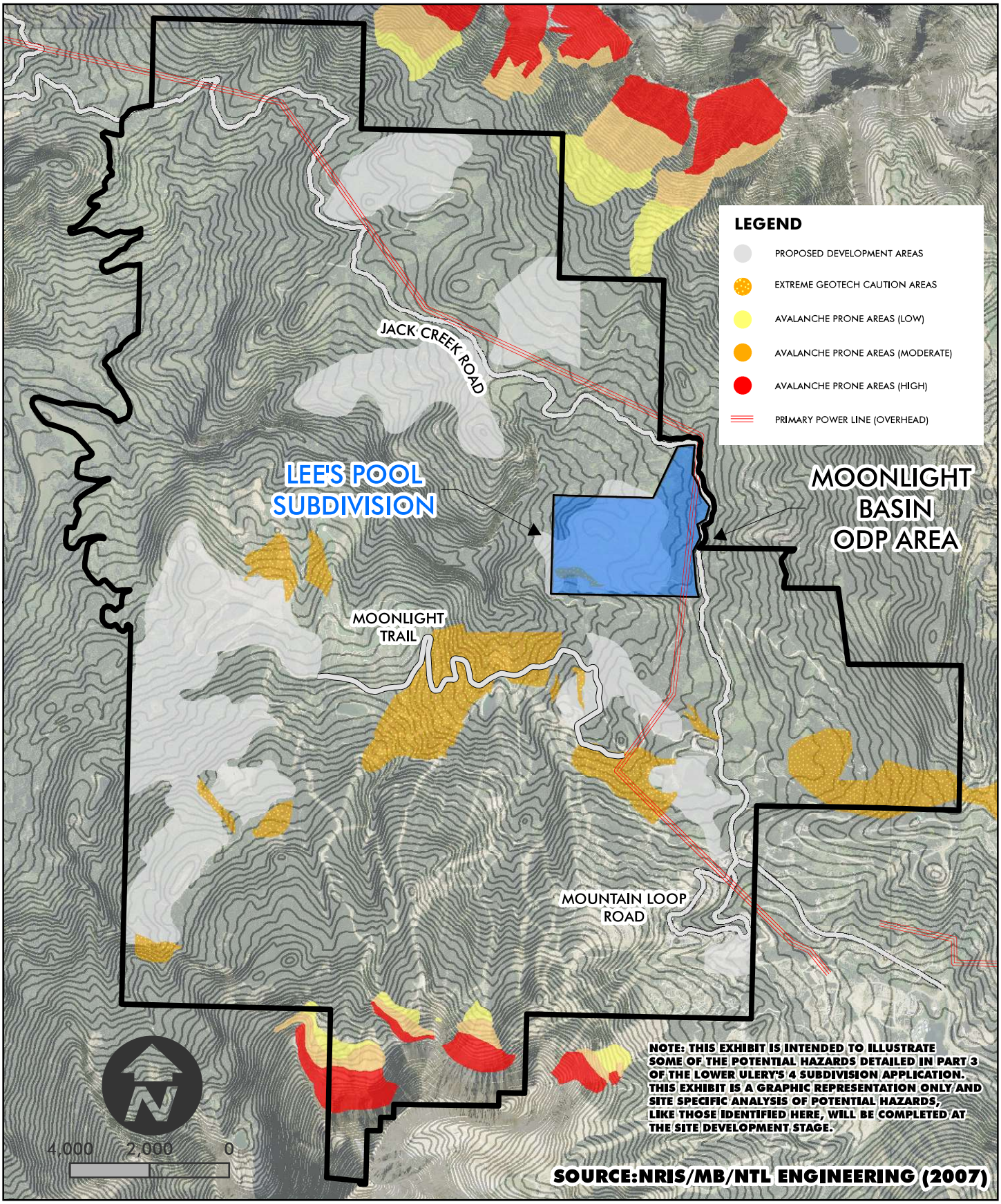
MOONLIGHT BASIN
LEE'S POOL SUBDIVISION

PROJECT NO. 112.09

JULY 2019

BIG SKY MONTANA

FIGURE NO. 14



REPRESENTATIVE:	OWNER/APPLICANT:	POTENTIAL HAZARD MAP	BIG SKY MONTANA
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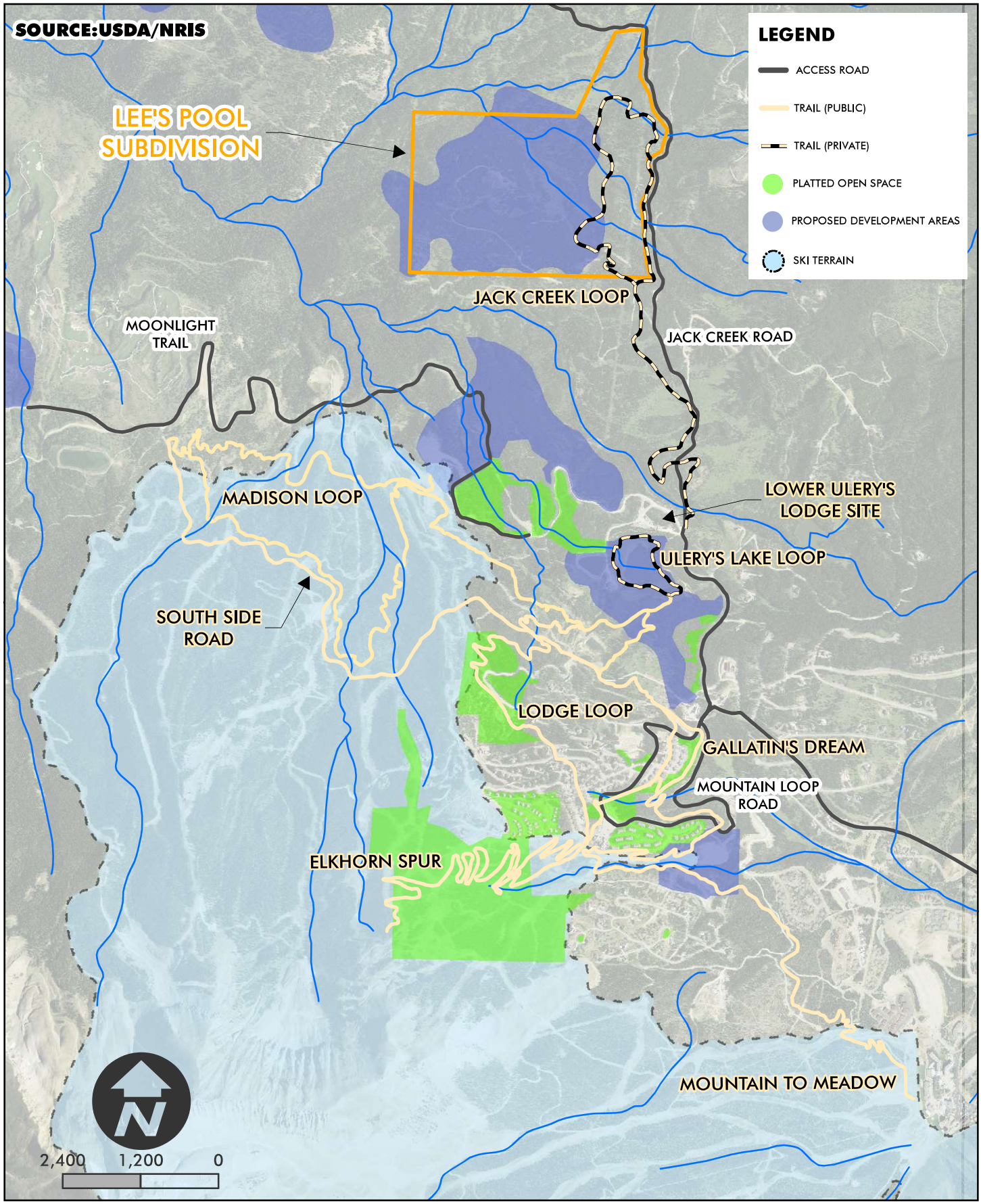
		PROJECT NO. 112.09 JULY 2019	



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MOONLIGHT BASIN

RECREATIONAL FACILITIES MAP

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION

BIG SKY MONTANA

FIGURE NO. 16

PROJECT NO. 112.09

JULY 2019

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Part 2

Public Interest Criteria (State of Montana)

Part 2 PUBLIC INTEREST CRITERIA (STATE OF MONTANA)

2.A Introduction

The following information is a summary of the probable impacts associated with the Lee's Pool Subdivision. This summary is based on the seven (7) public interest criteria described in 76-3-608 MCA.

2.B Public Interest Criteria

Criteria #1 Effect on Agriculture

None of the proposed subdivision site or surrounding area has been cultivated in the past. There will be no effect on agriculture.

Criteria #2 Effect on Agricultural Water User Facilities

There are no agricultural water user facilities, such as impoundment structures or irrigation ditches on or near this site that serve on-site or downstream water users. There will be no effect on agricultural water user facilities.

Water rights are held by MT Moonlight Basin Water and Sewer LLC and will be retained and not conveyed with ownership of the property within the subdivision.

Criteria #3 Effect on the Natural Environment

Overall effect on the natural environment will be minimal.

Neither surface water nor ground water degradation is likely. Ground water depths are such that contamination is not likely. All surface runoff measures will be completed in compliance with applicable State and Federal regulations. Standard erosion control measures and local Best Management Practices will be adequate to prevent erosion from surface runoff.

Groundwater and surface water will be protected due to the use of central water and sewer systems, which will be reviewed and approved by the State of Montana.

There are no threatened or endangered plants or animal species known to exist on the site. An approved Weed Management Plan will address weed

management and re-vegetation issues. The covenants assure that the management plan will be implemented on an annual basis.

Air quality will not be affected.

Riparian areas, floodplains and wetlands will not be significantly affected. The subdivision is not located within a designated floodplain and any wetlands impacted by the site development within this subdivision have been included as part of an approved amendment to the overall 404 permit from the Army Corps of Engineers for the Moonlight Basin ODP area.

The proposed lots and roads have been placed to minimize site grading requirements as much as possible. Erosion potential from construction activities will be controlled as discussed throughout this document.

The site is well suited for the proposed clustered development. The proposed development is located adjacent to existing land uses which are similar in scale and purpose. By maintaining this development pattern, the majority of the Moonlight Basin area will remain as undeveloped land.

Criteria #4 Effect on Wildlife and Criteria #5 Wildlife Habitat

There are no known critical habitats on site or in the proximity. The subdivision is not in an area of winter range for elk, an elk calving area or in an elk migration corridor. The site is not known to be a breeding area for wildlife. As noted throughout the application, this site is located adjacent to concentrated areas of development activity.

Consideration for wildlife was an integral part of the overall planning philosophy of the Moonlight Basin development. A summary of the wildlife impact mitigation measures is provided in Part 1-III.C.2 of this document. These mitigation measures are based on recommendations from recognized wildlife conservation experts. This subdivision fits within these recommendations and mitigation measures. There are no known un-mitigated impacts to wildlife as a consequence of this subdivision.

Moonlight Basin implements a long-term wildlife monitoring program and is proactive in educating its employees, owners and guests on the local wildlife concerns and protection. The MCC&R require that future landowners adhere to a series of wildlife protection measures in order to help mitigate wildlife impacts. Examples include a requirement to provide bear-proof garbage containers and a prohibition on the feeding of any wildlife. It is unlikely that development of this

subdivision will displace wildlife that would, in-turn, create problems for adjacent landowners.

Criteria #6 Effect on Local Services

Water & Sewer

Water supply for this subdivision will be provided by a central system. Wastewater from the subdivision will be conveyed to a central wastewater treatment facility. MT Moonlight Basin Water and Sewer LLC will be responsible for the maintenance of these systems.

Traffic

Traffic to be generated by this subdivision will be equivalent to approximately 684 weekday vehicle trips per day.

Traffic impacts from this subdivision should not create any problems that were not anticipated as part of the Moonlight Basin ODP, nor create the need for additional infrastructure improvements.

Capacity of Local Services

Local services will not be negatively impacted by this subdivision. Service providers will be notified of this application request and any comments received should be included in the Preliminary Plat Application submittal. Any additional burden that may be realized as a result of this subdivision will be offset by the increased revenue generated by the property tax assessments.

Employee, Workforce and Affordable Housing

The provision of employee (seasonal), workforce (year-round), and affordable housing is an on-going concern in the Big Sky area. The subdivider is actively engaged in several measures to secure and create these types of housing.

Employee Housing

Moonlight Basin employed 88 people to work in the resort facilities during the winter 2018-2019 season, of which 36 were full-time, year-round employees and 52 were seasonal. These employees are not responsible for ski operations, which, following the consolidation of the ski terrain, is under Big Sky Resort management.

In the summer season, Moonlight Basin employs 117 people, of which 36 are year-round employees and 81 are seasonal.

For seasonal employees, housing is found or subsidized for new employees to ensure they find a place to live. There are two residences in the Big Sky Town Center in which managers are housed, typically for up to a year, before they are responsible for procuring their own housing. In total, approximately 34-48 staff members are housed off-site.

Projections for current employees do not anticipate drastic expansion of the number of employees on-site, as the current staff to member ratio is approximately 1 employee for every 2 members during the summer season, and 1 employee for every 3 members during the winter season.

However, as part of the Moonlight Basin ODP, 200-units of on-property employee housing was approved to assure housing is available for staff going forward. These units will be located proximate to amenity centers like Madison Village.

Workforce Housing

Within the Big Sky Town Center, the subdivider completed 16 rental apartment units ranging in size from 1- 2 bedrooms (1-2 BR) in 2016 and recently completed a 32-unit multi-family townhome project (3-5 BR). Construction of an additional 20 rental apartments (16 1BR + 4 2BR) is currently underway with 5 (3-4BR) rental apartment units in the planning stages.

Affordable Housing

In addition, the subdivider is currently working with the Human Resource Development Council (HRDC) and a private property owner for 32 units of housing in the residential neighborhood west of Big Sky Town Center. The unit sizes range from 2-4 bedrooms. Twenty-four of these units will be deed-restricted, for-sale affordable housing, and 8 will be market-rate. The market-rate units will subsidize the development of the affordable housing units.

Housing Policy

Two members of the subdivider's staff – Christina Calabrese (Advisory Committee of the Big Sky Community Housing Trust) and Kevin Germain (BSRAD Board of Directors) – are actively participating in the process. The Advisory Committee of the Big Sky Community Housing Trust has recently completed a Housing Needs Assessment and Action Plan and were awarded

over $1.9 million by BSRAD to support the production of affordable housing in Big Sky: $1.75 million to support the development of an affordable housing project; $100K to support a Down Payment Assistance program; and $95K to fund a full-time staff person for the housing trust.

Finally, the subdivider is in the process of evaluating sites within the Moonlight Basin ODP area for the provision of on-site employee housing.

Utilities

All utilities will be underground along the road rights-of-way or utility easements in standard locations along the lot lines or within blanket easements within the common open space. Additional utility easements will be provided during the final platting process, if necessary.

Criteria #7 Effect on Public Health and Safety

Water supply and wastewater treatment for Lee's Pool will be provided through mainline extensions and service connections to the facilities operated by MT Moonlight Basin Water and Sewer LLC.

There are no known man-made hazards on the portions of the property to be developed. Human-wildlife incidents have not been identified as a significant hazard. These types of incidents have been addressed through the wildlife mitigation efforts in the design of the overall project and the covenants on the property.

Potential natural hazards include risk of wildfire and avalanches. Wildfire risks have been mitigated and discussed previously. Avalanche risks are mitigated by the natural characteristics of the site, as discussed in Part 1-III.A.1.

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Part 3

Additional Public Interest Criteria (Madison County)

Part 3 ADDITIONAL PUBLIC INTEREST CRITERIA (MADISON COUNTY)

3.A Introduction

In addition to the information required by the State of Montana Joint Application, Madison County requires that information be provided regarding three additional criteria noted in Chapter II.E.2.C (1-3) of the Madison County Subdivision Regulations.

3.B Public Interest Criteria

Criteria #1 Effect on Other Resources in the County

Access to Public Lands

There are no public lands adjacent to or in the vicinity of the subdivision site. Access to public lands will not be affected. The site is within the overall Big Sky community, which is developing as a year-round recreational destination resort.

Mineral Resources

Mineral deposits in the area are not known to exist. The approved master plan for the area does not include exploration or mining of any of mineral resources.

Outdoor Recreation, Tourism, Scenic and Cultural Resources

This particular subdivision will contribute to the overall recreation and tourism economy of Madison County (cumulative impact). As proposed, the properties within this subdivision will be incorporated into the recreational community that has been developing in the area since 1973. Any development within the Moonlight Basin area is designed with the preservation of these principals as one of the primary objectives.

Criteria #2 Effect on the Local Economy

The proposed subdivision, and any future development within Moonlight Basin that follows, will strengthen the local economy in Madison County. In addition to expansion of the tax base, the year-round recreational nature of the resort will create permanent, year-round jobs within the resort and elsewhere in the community.

Construction is already a major aspect of the local economy and a significant amount of this type of labor is necessary to develop Moonlight Basin. Construction will generate significant revenue in the local economy. In addition to construction, residential/resort influences will create opportunities for a variety of other commercial sectors such as hospitality services, retail, recreational services and food and beverage operations.

The increase in annual revenue that Madison County will receive from the Lee's Pool development will increase overall tax revenues and decrease reliance on existing revenue sources, including agricultural land tax levies.

In terms of estimated revenue increases, the Lee's Pool Subdivision is located on Madison County tax parcel number 28009600. Current (2018) property taxes on this parcel totals $304.88. Total estimated property taxes are $668,830.50. This figure is based on the assumption of a taxable value of $2,193,750.00 (assuming the creation of roughly $160,000,000.00 in property [$1M /Unit (160) + $2,500,000.00 in infrastructure improvements) multiplied by the 304.88 mills. Of that total, an estimated $212,486.63 (96.86 mills) would be applied to Madison County levies and an estimated $200,135.81 (91.23 mills) would go to local school levies, an increase of nearly 2,193% in both overall and county revenues.

Criteria #3 Effect on public services provided by other entities in the County

The proposed subdivision will have no known negative impact on services or cost of these services provided by any other local entities.

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Part 4

Land Stewardship Plan

Part 4 LAND STEWARDSHIP PLAN

Part 4.A Introduction

The issues addressed in the Stewardship Plan Outline provided in Appendix 15 of the Madison County Subdivision Regulations will generally be addressed by the MCC&R, the Weed Management Plan and by the individual storm water permits required by the Montana DEQ when state approvals are sought.

Part 4.B Plan Details

Vegetative Health

The proposed Weed Management Plan will be the primary instrument to ensure vegetative health of the subdivision. A Weed Management Plan for the Lee's Pool Subdivision will be submitted and reviewed by the County Weed Manager. The covenants require implementation of the Weed Management Plan and restrict the removal of native vegetation. Agricultural Best Management Practices such as grazing will not be applicable to this subdivision.

Public Access

There are no public lands to which public access could be provided by this subdivision.

Wildlife

The property will be subject to the MCC&R which will assure that development and occupation of the lots will be consistent with the mitigation measures like bear-proof garbage containers approved by the owner's association.

Livestock Grazing / Other Agricultural Uses

There are no grazing or other agricultural activities conducted within the Lee's Pool Subdivision, and none are proposed.

Recycling

Recycling options that will be available to this subdivision will be the same recycling options available to other residents and visitors of the greater Big Sky area.

Protection of Water Resources

Surface and groundwater resources will be protected by the use of central water supply and wastewater treatment systems, and adherence to local, state and federal regulations. To assure reliability and conformance to state and local regulations, management of the central systems will be by the MT Moonlight Basin Water and Sewer LLC. There are no floodplains affected by this project.

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Part 5

Madison County Growth Policy Compliance

Part 5 MADISON COUNTY GROWTH POLICY COMPLIANCE

5.A Compliance with the Guiding Principles

The proposed subdivision is in compliance with the guiding principles from the 2012 Madison County Growth Policy. It meets the 5 guiding principles noted in the Plan. Specifically:

Principle #1: Locate new development close to existing services and communities.

This principle is met. The Lee's Pool Subdivision is adjacent to clustered land developments that are similar in nature. The project site is surrounded by existing utilities including central water and wastewater systems. The proposed development is within and will be part of the greater Big Sky recreational area.

Principle #2: Protect our river corridors.

This principle is met. The area separating Jack Creek from the proposed development generally consists of heavily forested terrain. Storm drainage controls combined with best management practices will minimize the potential for degradation of receiving waters.

Principle #3: Preserve our most productive agricultural lands.

This is met. The site has not been used for agriculture nor does it have any agricultural value. Providing recreational housing and guest facilities in appropriate locations provides a supply that may help offset demands that might otherwise be met on productive agricultural lands.

Principle #4: New development should pay its own way.

This will be met. The proposed site is located near other recreational home sites, which will reduce response times. The tax base to be created by the project will offset the cost of services. No public expenses will be incurred to provide water supply, sanitary waste disposal or any other improvements.

Principle #5: Respect private property rights.

This principle is directed to the County at large, rather than individual subdivision requests; however, creation of the proposed lots would be consistent with the principle.

5.B Compliance with the Growth Policy's goals and objectives

The proposed subdivision meets the applicable goals and objectives. It is located in an area that adds to the value of the recreation and tourism economy of Madison County. The area is appropriate for recreational development and is proposed to be part of a county-approved master planned area.

The site is not useful for mineral extraction or for agriculture. Environmental protection is part of the overall planning philosophy for the Moonlight Basin area, including protection of water, visual, open space and wildlife resources. Publicly provided services will be supported by the increased tax base. Overall, creation of the proposed subdivision will be consistent with the Madison County Growth Policy.

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Part 6

Special Condominium Provisions

Part 6 SPECIAL CONDOMINIUM PROVISIONS

6.A Introduction

Condo Lots 1-5 of this proposed subdivision are intended to allow for the development of condominium units compliant with the provisions of the Unit Ownership Act (Title 70, Chapter 23 MCA).

6.B Special Provisions

The following is intended to address the special provisions section of Chapter IV-B.6.b of the Madison County Subdivision Regulations which are as follows:

1) Storage facilities on the lot or in compounds located within a reasonable distance.

   Adequate storage will be provided within each individual unit and/or lot.

2) A central area for storage or parking of boats, trailers or other recreational vehicles

   The parking of boats, trailers or other recreational vehicles is not anticipated as part of this development. Should accommodation for this type of activity be necessary, each unit would allow for storage within the garage.

3) Landscaping or fencing to serve as buffer between the development and adjoining properties

   Native groundcover as well as the planting of new trees where necessary will be utilized wherever possible to preserve buffers between adjoining properties.

4) An off-street area for mail delivery

   Mail delivery service for the units within the Lee's Pool Subdivision will be provided at the Big Sky Post Office.

5) Street lighting

No street lighting is proposed as part of this development in an attempt to avoid any potential light pollution.

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Part 7

Moonlight Basin ODP Compliance

- Figure 17: ODP Master Site Plan

Part 7 MOONLIGHT BASIN ODP COMPLIANCE

7.A Introduction

The Moonlight Basin area has been the subject of a master planning effort that was reviewed and approved as an Overall Development Plan (ODP). The land uses proposed with this subdivision, and the development pattern that can be expected at the site development stage, are generally consistent with those anticipated in the ODP.

7.B Overall Development Plan Conditions of Approval Summary

Approval of the ODP was subject to the conditions outlined below. Adherence to each of the conditions of ODP approval for the Lee's Pool Subdivision are detailed below in **bold**.

1) Any and all adopted State and County requirements and standards which apply to this proposed ODP must be met unless otherwise waived for cause by the governing body. *II-H and Chapter IV, MCSR 3/2018*

   The applicant acknowledges this condition.

2) Once accepted, an ODP remains in effect for ten years. The developer may amend the ODP as part of any future subdivision review application. *II-C 6, MCSR 3/2018*

   The applicant acknowledges this condition.

3) Future Modification of any elements of the ODP cannot be made without County review and approval. *II-C 6, MCSR 3/2018*

   The applicant acknowledges this condition.

4) A maximum of 1,651 residential units is allowed for the entire Moonlight Basin development. Approximately 270,000 square feet of commercial space, including club facilities, skier services, food and beverage outlets, and retail; and employee housing of up to 200 units (not included in cap) is also allowed. The development in the Moonlight Territory outside of Lee's Pool is limited to a maximum of 84 units in the Moonlight Territories Reserves I, II, III, with the remainder allocated to 160-acre exempt ranch units. *II-C, MCSR 3/2018*

   The Lee's Pool Subdivision will utilize 160 of the units included in the ODP approval. As noted throughout this document, these units will be a mix of

single-family, condominium and townhouse residential units along with 94 units of overnight accommodation facilities ranging in type by hotel rooms, luxury suites and guest cabins.

The subject property is located within the Lee's Pool Neighborhood within the Moonlight Territory area. The location and an accounting of the unit allocation is provided on Figure 17 of this document.

As indicated on Figure 18, the number units in this subdivision exceeds that which was anticipated in the ODP. That said, the ODP was reviewed and approved based on the total number of units proposed in the plan and an understanding that the exact number of units in any one Neighborhood may change as the ODP is implemented over time. As a result, the balance of the units requested as part of the Lee's Pool Subdivision (20) have been deducted from the Three Peaks Neighborhood in the South Jack development area.

5) With large commercial construction in the Madison Village/Overlook areas, such as a hotel, and/or the construction of 30 homes in the proposed subdivisions west of the Moonlight Golf course area, named in the 2017 ODP Update as South Jack, Golf Course, Lower Hillside, Hidden Lake and Three Peaks, Moonlight will: deed a 1.0 acre site to the Big Sky Fire District; and build a 2-bay storage facility on said site with doors 13' high by 12' wide and 20' wide by 50' long bays. *IV-A.14, 23, MCSR 3/2018; 76-3-504, 608, MCA.*

   This condition applies to future development proposals as the Lee's Pool Subdivision is not included in the areas detailed above.

6) A provision for funding a permanent paid employee to enforce the wildlife and natural resource protection covenants is to be in place prior to final plat approval for any subdivision in the Moonlight Territory or South Jack areas. The position may be part-time until the 100th unit in the Moonlight Territory and/or South Jack areas is approved, at which time it is to be a full-time position. This position may not be eliminated without consultation with the Madison County Planning Board and prior review and approval by Madison County Board of Commissioners. *II-C, D AND IV-A.23, MCSR 3/2018; 76-3-501, 603, MCA.*

   This condition applies to future development proposals as the Lee's Pool Subdivision is not included in the areas detailed above.

7) A comprehensive recreation plan for multiple recreation types and styles for the entire Moonlight Basin is to be completed within 5 years of ODP approval. *II-C, IV-A.17, IV-B.7, MCSR 3/2018; 76-3-501, 603, MCA.*

   The applicant acknowledges this condition.

8) The upper gate blocking the public portion of Jack Creek Road by Strawberry Ridge is relocated on or before September 15, 2018. *II-H.3, MCSR 3/2018; 76-3-501, 603 MCA.*

   The gate referenced in this condition has been relocated accordingly.

9) Conservation easement prohibiting further subdivision or reduction in size is to be placed on all future 160-acre exempt ranch parcels in the Moonlight Territory area within 5 years of the ODP approval. The conservation easement shall prohibit further subdivision or reduction in size, be effective into perpetuity, include designated building envelop(s), and prohibit multi-unit rental developments such as hotels, lodges, or condominium units. The building/disruption area is to be based on best available science to reduce impacts on wildlife and natural resources. The area outside the building envelope is to be managed to preserve wildlife habitat values and the wild nature of the property. *II-C, MCSR 3/12018; 76-3-501, 603, MCA.*

   The applicant acknowledges this condition.

10) Twenty copies of the complete final ODP submittal to replace the October 2017 version is to be provided to Madison County by October 26, 2018. *II-C, MCSR 3/2018; 76-501 and 603, MCA.*

    Twenty copies of the final ODP submittal were provided to Madison County accordingly.

11) Develop and implement a scientifically rigorous wildlife monitoring program covering all of Moonlight property, to be performed by a professional wildlife biologist at all seasons. *II-C, IV-A.23, MCSR 3/2018; 75-501, 603 MCA.*

    The applicant acknowledges this condition. A site-specific wildlife assessment will be prepared and included with the subdivision application.

12) Provide and implement plans for a permanent fix to the persistent slide area on Jack Creek Road. *IV-A.9.i, MCSR 3/2018; MCA 76-3-501, 608, MCA.*

    As of this writing, the subject area is currently undergoing the installation of improvements intended to provide a permanent fix.

13) Include a comprehensive map of established emergency routes with each subdivision submittal. Any proposed subdivision shall be required to have an emergency access. *II-C, IV-A.9 AND 10, MCSR 3/2018; 76-3-501 AND 603, MCA.*

    Emergency routes are illustrated on Figure 14-B (Part 1-III).

14) A status report on progress toward improving emergency access is to be provided with each subdivision application. *II-D, AND IV-A.9-10, MCSR 3/2018; 76-3-603, MCA.*

The subdivider has indicated their willingness to participate in the evaluation and facilitation of emergency access improvements for the Big Sky area with any and all stakeholders. The subdivider discussed this topic with members of the Madison County Commissioners at a public meeting on January 22, 2019. Minutes from that meeting indicate a desire to form a sub-committee to focus on emergency access and the overall transportation challenges between Big Sky and Madison County. The status of the portions of Jack Creek Road located outside the Moonlight Basin boundaries have also been discussed as recently as April 9, 2019.

15) Provide a subdivision specific geotechnical assessment with each preliminary plat/plan application. The geotechnical assessment is to address all proposed road and building site locations. *IV-A 3 AND 21, MCSR 3/2018; 76-3-504 AND 76-3-608, MCA.*

A site-specific Geotechnical Report will be completed as part of the subdivision application.

16) With each preliminary plat/plan application provide a subdivision specific and cumulative evaluation to the area at large of anticipated and documented impacts on wildlife and wildlife habitat as well as evidence of current and proposed steps taken to limit impacts to wildlife and wildlife habitat. The assessment is to consider the year-round impacts on wildlife and wildlife habitat. WildPlanner is a tool that can help analyze various scenarios and road alignments prior to making final design decisions. *IV-20MCSR 3/2018; 76-3-504 and 76-3-608, MCA.*

A subdivision specific wildlife assessment will be prepared for the subdivision application.

17) Moonlight is to provide proof of efforts to develop and enforce adherence by contractors and short-term visitors as well as owners and tenants to wildlife safety, especially food storage and garbage handling. *IC-20, MCSR 3/2018; 76-3-504 and 608, MCA.*

Contractors, owners and guests are informed of wildlife safety concerns in project manuals, contracts and the covenants respectively and adherence to these materials is required. Specifically, the language provided to contractors includes "The Contractor also shall employ measures necessary to reduce the possibility of wildlife encounters, including, but not limited to, use of bear-proof containers for storage of food and refuse". Article 7 of the MCC&R includes provisions intended to specifically

address wildlife safety, food storage and garbage handling. The MCC&R also includes the mechanisms necessary to enforce each of these provisions.

18) Address the development standards for commercial and industrial subdivisions with the preliminary plat applications intended to include commercial and/or industrial uses. *IV-B.4, MCSR 3/2018; 76-3-504 and 76-3-608 MCA.*

Development within the Lee's Pool Subdivision will consist of both single-family residential uses and guest accommodations which while quasi-commercial, can be considered residential in nature. However, in consideration of commercial uses, the design guidelines within this subdivision should include the following provisions for:

a. Transportation design that provides accommodations for access and parking that will connect to the collector network within the subdivision and will limit the impact on the residential areas within this subdivision and throughout Moonlight Basin. Access and parking areas should include designated service areas to further limit the impact on the local road network;

b. Signage that will not project or extend into a public road right-of-way or impede the general visibility or sightlines for any form of traffic;

c. Lighting that will not impact surrounding property owners or produce unnecessary light pollution. Sources should include structural, outdoor/landscaping, street/parking areas and signage;

d. Landscaping that provides visual and auditory buffers from residential uses. Plantings should include regionally appropriate species with considerations for irrigation demands and wildlife attraction. Site design and development should account for adequate storage areas to satisfy the operational needs of the commercial use, including solid waste disposal, that are adequately screened and maintained by the association; And

e. Fire protection methods that meet or exceed the current standards for commercial construction in any building code that may apply.

19) Address the condominium development standards and the provisions of the Montana Unit Ownership Act are with each preliminary plan/plat application that includes condominium development. *IV-B.6, MCSR 3/2018; 70-23-102 through 70-23-703, MCA.*

Condominium standards are addressed in Part 6 of this document.

20) Provide updated employee housing status with each preliminary plan/plat submittal. *IV-B.5, MCSR3.2018; 76-3-504 and 76-3-608, MCA.*

An update on the employee, workforce and affordable housing status is provided in Part 2 (Criteria #6) of this document.

21) Provide subdivision specific proposal to limit or prevent impacts to water quality as well as evidence of recent and current steps taken to protect water quality in the form of a DEQ storm water management plan. *IV-A 16 MCSR 3/2018; 76-3-504 and 76-3-608, MCA.*

The subdivider has 9 SWPPP's that are currently active ranging from permit numbers MTR106132 to MTR107862.

22) Provide a water and wastewater capacity analysis with each development submittal, including number of units on the systems, capacity remaining on the existing facilities, and anticipated capital improvements to the systems. *IV-A.16, MCSR, 4/2016; 76-3-504, 608, MCA.*

A capacity analysis and Authorization Letters will be included as part of the subdivision application.

23) Provide a water rights status summary with each subdivision application showing current water rights, the number of units served, the remaining capacity and rights applied for with the number of units to be served. *IV-A.14.c(2), 16, MCSR, 4/2015; 76-3-504, 608, MCA.*

A capacity analysis and Authorization Letters will be included as part of the subdivision application.

24) A waiver of the right to protest creation of RIDs for road and/or public health and safety improvements serving the development will be required with each plat. *IV-A.9.a-h, MCSR 3/2018; 76-3-608, MCA.*

The appropriate RID Waiver is provided on the face of the Preliminary Plat (Figure 3). The waiver will be certified with the recording of the approved final plat.

25) A notarized declaration of "Right to Farm and "Emergency Services Information" must be filed with each final plat. *II-H.2 and II-H.4.a-c, MCSR 3/2018; 76-3-611, MCA.*

A notarized declaration of "Right to Farm" and "Emergency Services Information" will be recorded with the filing of the approved final plat for the Lee's Pool Subdivision.

26) An updated traffic information study is to be provided with each development proposal. The need for a traffic impact study will be determined during the pre-application phase of each specific development proposal. The assumptions and trip generation rates used in the study are to be reviewed and approved by Madison County before the study is completed. *IV-A.9.b, MCSR 3/2018; 76-3-608, MCA.*

A traffic information summary is provided in Part 1-III.E of this document. As noted in that summary, a comprehensive Traffic Impact Study (TIS) was completed with the ODP in 2017.

The conclusions and recommendations of that study were based on the total unit count at the completion of the ODP. The data utilized in the summary in Part 1-III.E was extrapolated from the TIS to isolate the impacts associated specifically with the Lee's Pool Subdivision.

27) Provide a subdivision-specific avalanche risk with each preliminary plat application submitted. *IV-A.3, MCSR 3/2018; 76-3-504, 608, MCA.*

The potential avalanche risk associated with Lee's Pool is discussed in Part 1-III A.1 and 1-III.I-4 and illustrated on Figure 16 of this document.

28) Supply a detailed analysis of anticipated tax revenues with each development application. Quantify the economic impact on both Madison and Gallatin County. *II-C.4, Appendix 10, MCSR 3/2018; 76-3-608, MCA.*

The anticipated tax revenues and economic impacts associated with Lee's Pool are detailed in Part 3 (Criteria #2) of this document.

29) A status report on progress toward establishing a transportation system between Madison Valley and Big Sky is to be provided with each subdivision application. *II-D, IV-A.23, MCSR 3-2018; 76-3-501, 603, MCA.*

The subdivider remains willing and is eager to participate with Madison County in the effort to establish a transportation system between the Madison Valley and Big Sky. This item was discussed in a call on April 29, 2019 with Madison County Commissioner Jim Hart. The conversation included details regarding some initial discussions with the Skyline bus system officials and continued efforts to formulate a strategy.

30) A status report on the Jack Creek Road slide repair progress is to be provided with each subdivision application. *II-C and D, and IV-A.9 and 23, MCSR 3/2018; 76-3-501 and 603, MCA.*

As of this writing, the subject area is currently undergoing the installation of improvements intended to provide a permanent fix.

31) Provide a site-specific fire evacuation plan acceptable to the Big Sky Fire Department with each development submittal. Provide an update on a comprehensive evacuation plan for the area with each subdivision submittal. *II-D, IV-A.14 and 23, MCSR 3/2018; 76-3-501, 504, 603 and 608, MCA.*
The details of Lee's Pool emergency services facilitation has been reviewed and approved by the BSFD. A copy of the approval letter is included in Appendix K.
There has been no update to the comprehensive evacuation plan since the 2018 ODP submittal. Moonlight will continue to work with Madison & Gallatin County and the BSFD on this issue.

32) Access to private property west of Moonlight Basin will need to be considered as development in the South Jack area is planned. *II-D and IV-A.9, MCSR 3/2018; 76-3-501 and 603, MCA.*

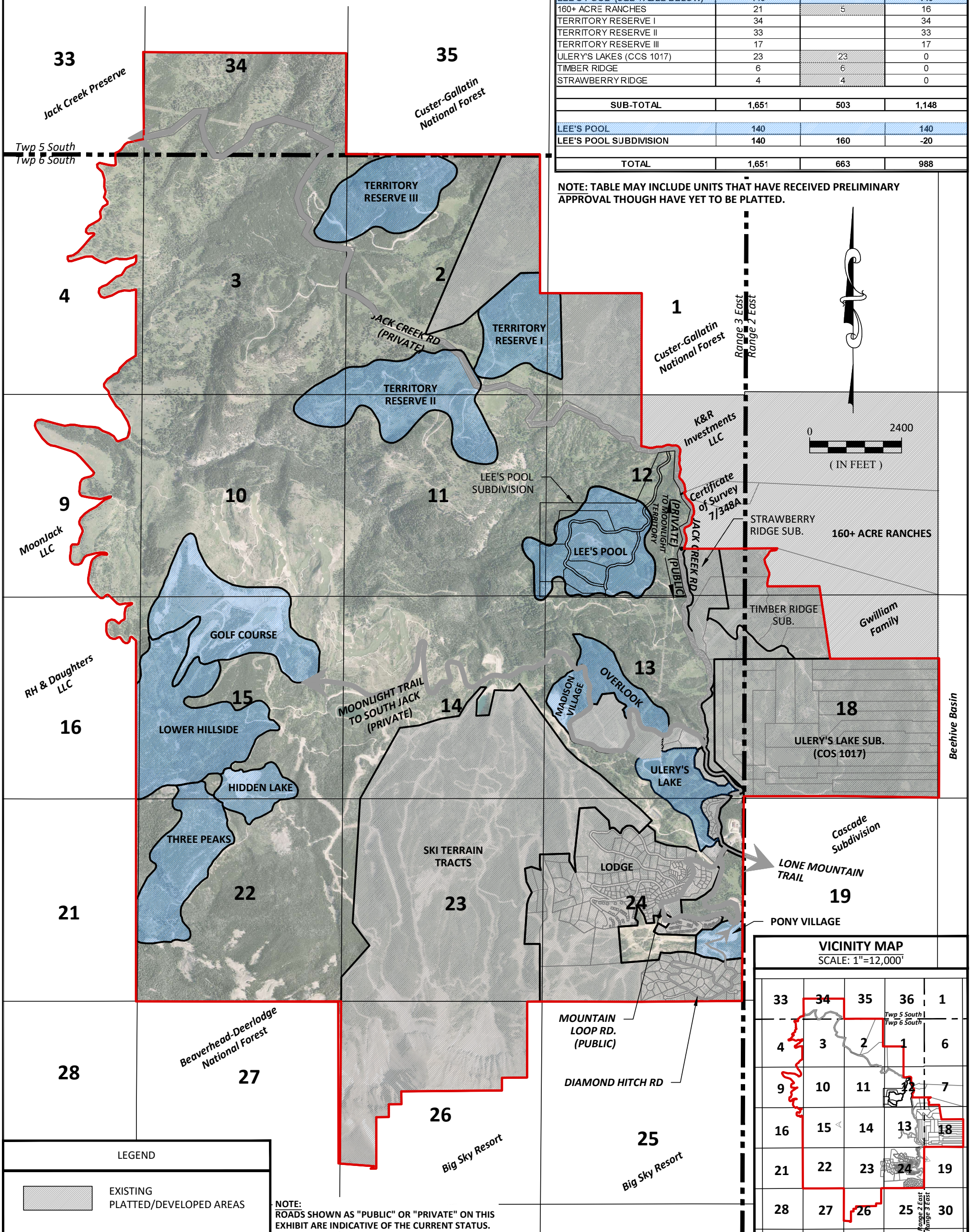
The applicant acknowledges this condition.

F:\CIVIL 3D PROJECTS\19008\ACAD\EXHIBITS\LP-ODP SITE PLAN.dwg Plotted on Aug/28/2019

MOONLIGHT BASIN
OVERALL DEVELOPMENT PLAN UPDATE
MASTER SITE PLAN
LOCATED IN PORTIONS OF TOWNSHIP 5 SOUTH RANGE 2 EAST, TOWNSHIP 6 SOUTH RANGE 2 EAST & TOWNSHIP 6 SOUTH RANGE 3 EAST, P.M., MADISON COUNTY, MONTANA

HOUSING UNITS	ALLOCATED UNITS	PLATTED UNITS	REMANING UNITS
LODGE	370	370	0
PONY VILLAGE	140		140
ULERY'S LAKE	84	82	2
MADISON VILLAGE	378		378
OVERLOOK	76	13	63
GOLF COURSE	77		77
LOWER HILLSIDE	35		35
HIDDEN LAKE	77		77
THREE PEAKS	136		136
LEE'S POOL (SEE TABLE BELOW)	140		140
160+ ACRE RANCHES	21	5	16
TERRITORY RESERVE I	34		34
TERRITORY RESERVE II	33		33
TERRITORY RESERVE III	17		17
ULERY'S LAKES (CCS 1017)	23	23	0
TIMBER RIDGE	6	6	0
STRAWBERRY RIDGE	4	4	0
SUB-TOTAL	**1,651**	**503**	**1,148**
LEE'S POOL	140		140
LEE'S POOL SUBDIVISION	**140**	**160**	**-20**
TOTAL	**1,651**	**663**	**988**

NOTE: TABLE MAY INCLUDE UNITS THAT HAVE RECEIVED PRELIMINARY APPROVAL THOUGH HAVE YET TO BE PLATTED.



VICINITY MAP
SCALE: 1"=12,000'

LEGEND

EXISTING PLATTED/DEVELOPED AREAS

NOTE:
ROADS SHOWN AS "PUBLIC" OR "PRIVATE" ON THIS EXHIBIT ARE INDICATIVE OF THE CURRENT STATUS.

FIGURE NO. 17

PROJECT NO. 112.09

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
BIG SKY MONTANA

OVERALL DEVELOPMENT PLAN
MASTER SITE PLAN

DRAWN BY: JCH
CHK'D. BY: TWM
APPR. BY: TWM
DATE: 08/2019

OWNER:
MOONLIGHT BASIN
BIG SKY, MONTANA

REPRESENTATIVE:
HAYSTACK
entitlements | planning | development
104 E. MAIN ST. SUITE 215 | BOZEMAN, MT 59771 | 406.570.3830

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Part 8

Planned Unit Development Criteria

Part 8 PLANNED UNIT DEVELOPMENT CRITERIA

8.A Introduction

As per Chapter IV-B.7 of the Madison County Subdivision Regulations, this subdivision will be submitted for review as a Planned Unit Development (PUD). As noted in Part 4E of the Moonlight Basin ODP, several potential modifications to the design and development standards were outlined in accordance with the PUD provisions of the Madison County Subdivision Regulations. The objective was to identify common modifications that may be included in future development applications. Each development application would then be reviewed for compliance with the Moonlight Basin ODP and any modifications specified in those requests would be reviewed accordingly.

The Moonlight Basin ODP was reviewed and approved as a Planned Unit Development. As a result, some deviations to the subdivision standards may be considered as waivers.

The following **waiver** was approved for **all future subdivisions** as part of the Moonlight Basin ODP:

1. **Chapter IV-A.10.j:** Road signs within this subdivision will be consistent with those which have been approved as part of the Moonlight Basin ODP. Specifically, the use of street signs on posts that are approximately 12' high, with street signs mounted at approximately 11' high. The street sign panels will be rusted steel, of gray/brown color, with white reflective lettering that is 4" high. The signs will be visible from both directions when installed as defined in the Madison County Subdivision Regulations. This signage would be in lieu of the reflective lettering on green signs as provided in the above referenced Madison County standard.

The following **modification** is being requested as part of **this subdivision** application as part of the Moonlight Basin ODP:

1. **Chapter IV-8.1.c:** A reduction from the river construction setback is requested with this PUD to allow for a 40-foot construction setback from water bodies within the boundaries of the Lee's Pool Subdivision. The modified construction setback would be 40-feet from the bank of any applicable water body in lieu of the 100-foot standard detailed in Chapter IV.B.1.c of the Madison County Subdivision Regulations. Justification is further discussed at the end of this chapter.

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
ENVIRONMENTAL ASSESMENT

Planned unit developments (PUD) (Chapter IV-B.7)

The subdivider may choose to submit a proposed subdivision application as a PUD.

a. Purpose

The purpose of this subsection is to allow flexibility in design and development standards, in cases where the subdivider proposes a creative concept which clusters development to promote the efficient provision of services and the preservation and enhancement of open space and other natural or cultural features. The PUD concept supports the planned development of an individual tract for either a single land use such as residential, or for a harmonious combination of land uses, such as a mixture of residential and commercial.

The Lee's Pool Subdivision, PUD meets the purpose of a PUD. The project both clusters development as well as preserves open space and other natural or cultural features. In addition, the project is designed for a harmonious combination of land uses, blending residential and commercial.

Both on a macro scale as well as a micro scale, clustering is adhered to. The Madison County Subdivision regulations define Clustering as "Grouping houses on part of a property while maintaining a large amount of open space on the remaining land."

On a macro scale, the Moonlight Basin ODP (post-conservation easement placed 12/23/19) identifies only 13% of the total land area for residential development while preserving 87% from residential development.

On a micro scale, the Lee's Pool Subdivision PUD is a clustered development. The total acreage of the project is 144 acres. Buildings are only designed on 25 of those acres, with 119 acres remaining (Please see attached figure 1). In addition, the Lee's Pool Subdivision PUD is one of the most clustered projects in Moonlight (see attached table 1).

The Lee's Pool Subdivision PUD preserves open space and other natural features. The project, as designed, minimizes to a maximum extent the impact on wetlands and waterways. The only impacts to wetlands and waterways are road crossings. No other construction is proposed to impact waterways.

Lastly, the Lee's Pool Subdivision PUD is designed for a harmonious combination of residential and commercial. The project blends hospitality, restaurants, spa and ski lodge (commercial) with residential, utilizing common infrastructure and amenities. By blending these uses, common infrastructure is planned, eliminating redundancies and additional impacts.

8.B Planned Unit Development (PUD) Criteria

The special requirements outlined in Chapter IV-8.7.b the Madison County Subdivision Regulations are provided below in **bold** print followed by a response as to how the Lee's Pool Subdivision will comply with each:

(1) Describe the open spaces, recreational facilities, roads and other public improvements.

Generally, these items have been discussed throughout this document and in greater detail in Part 1-III. Lee's Pool will create 50.32-acres of platted open space which accounts for approximately 35% of the overall site. While the subdivision of Lee's Pool will not include a parkland dedication, the creation of the platted open space far exceeds the potential dedication by over a factor of three. This subdivision provides access to indoor/outdoor recreational amenities and downhill skiing, Nordic skiing, snowshoeing, biking and lake amenities are all immediately adjacent to the site as illustrated on Figure 16 (Part1-III). Roads are detailed in Part 1-III.E and other public improvements are addressed throughout Parts 1.II and 1-III.

(2) Describe the long-term management of open space and whether commonly owned or not.

The open space parcels created as part of the Lee's Pool Subdivision will not be further subdivided for residential or commercial development. Modifications to the open space, if any, will be limited to that which may be necessary to facilitate area wide utility upgrades or overall enhancement through the addition of trails or other recreational features.

The parcels will be owned and managed by the subdivider. Ultimately, it will be owned, managed and maintained by the members of the Moonlight Basin Community Association and any individual sub-associations therein. Open space parcels will be managed to preserve wildlife habitat, maintain view shed buffers and uphold the recreational values consistent with the overall open space management concept of Moonlight Basin.

(3) Describe the long-term management of common facilities or property.

Long-term management of open spaces will be as noted above. The Association outlines specific duties and assessment for the long-term maintenance of the common facilities and properties.

(4) Provide a schedule for installing road and utility improvements.

Road and utility improvements will be installed to service this development as part of the subdivision platting process, starting summer of 2020 through 2022.

(5) Describe any proposed modifications from the design and development standards outlined in this chapter.

The modifications requested with this application are detailed in Part 8.A above and further discussed at the end of this chapter.

(6) Provide a statement of how the proposed PUD would accomplish any or all of the following purposes: (a through e)

(a) Preserve to the maximum extent possible, the natural characteristics of the land including topography, vegetation, streams and other water bodies.

The Lee's Pool Subdivision PUD site plan has been designed to preserve to the maximum extent possible the natural characteristics of the land including topography, vegetation, streams and other water bodies.

The site plan and has been developed to minimize site disturbance. By breaking the uses into multiple buildings, rather than fewer, larger buildings mass grading is not necessary, therefore preserving to a maximum extent possible the existing topography.

Similarly, native vegetation will be preserved to a maximum extent possible. Vegetation removal is only proposed where absolutely necessary to clear for building sites and infrastructure. The landscaping is proposed to be native landscaping to blend in with the existing site vegetation. All disturbed sites will be revegetated with native plants.

The streams and other water bodies are being preserved to a maximum extent possible. Impacts have been limited to road crossings and utilities only where absolutely necessary. No buildings or site grading will impact the streams or other water bodies.

(b) Provide economies in the provision of roads and other public improvements.

The Lee's Pool Subdivision, PUD provides economies in the provision of roads and other public improvements. The same road system, water, sewer, fiber and power infrastructure will be used to service both the commercial (hospitality, restaurants, spa and ski lodge) and the residential buildings, eliminating duplicity, hence providing economies in the improvements.

(c) Preserve productive agricultural lands, wildlife habitat, or other significant open space.

There are no productive agricultural lands on the site.

As the wildlife report details, the site plan has been designed to preserve wildlife habitat. No wetlands will be disturbed, except for road crossings and utilities. Wildlife habitat is permanently preserved as dedicated open space.

Significant open space is dedicated and preserved (50.32 Acres) – 35% of the 144 Acres. The Madison County Subdivision Regulations Parkland dedication requirements range from 2.5% to 11%. The 35% of dedicated Open Space greatly exceeds this requirement by over a factor of three, hence preserving wildlife habitat. In addition, buildings will only be located on 25 Acres, which is less than 18% of the site.

(d) Protect important historic site or structures.

There are no historic sites or structures known to exist within the proposed subdivision boundaries or any of the development areas in the Moonlight Basin ODP area.

(e) Provide development facilities for recreational purposes.

The principal objective of Lee's Pool and the Moonlight Basin ODP is to develop the property in a manner that provides residents and guests with a host of recreational opportunities and the corresponding services to facilitate recreational endeavors.

8.C Setbacks from Water Bodies

A reduction from the river construction setback is requested with this PUD to allow for a 40-foot construction setback from water bodies within the boundaries of the Lee's Pool Subdivision. The modified construction setback would be 40-feet from the bank of any applicable water body in lieu of the 100-foot standard detailed in Chapter IV.B.1.c. The special requirements outlined in Chapter IV-B-30&31 are provided below in bold print, followed by a response on how the Lee's Pool Subdivision complies with each.

IV-B. SPECIFIC STANDARDS

1. **Construction setbacks from water bodies**
    a. **Purpose. The purpose of these construction setbacks is to:**
        i. **Protect the water quality, floodplain, and riparian resource of the rivers and other water bodies in Madison County;**

Water Quality: Impacts from development are due to wastewater generation, runoff from roads, storm drainage as well as landscaping. The units will be served by central sewer and water, therefore eliminating potential water quality impacts from septic tanks and drain fields. Stormwater will be directed away from the waterbodies and routed to detention facilities for treatment. Landscaping will be native vegetation, minimizing the use of herbicides, pesticides and fertilizers. The above measures will ensure no impacts to water quality.

Floodplain: Geomorphic, Hydrologic and Hydraulic analyses were completed by Mace Mangold, a licensed Water Resource Professional Engineer with WGM Group.

Geomorphic Analysis - Subject stream is a small, highly sinuous, naturally entrenched stream (Rosgen E4) typical of low gradient areas in high mountain watersheds. This stream type and hydrologic setting is not typically subject to high energy flood flows and floodplain inundation is typically shallow (< 1 foot) given broad wetland border. Riparian zone is predominately defined by the wetland boundary.

Hydrologic Analysis - Hydrologic analysis was performed using the SCS Method to determine the design flow rate (100-year peak) contribution to the northern most water feature (intake side of existing culvert immediately upstream). The contributing drainage area is 97 acres delineated based on available Lidar topography and high-resolution imagery. Calculated 100-year peak flow rate is 13.5 cfs.

The 100-year peak flow of 13.5 cfs is calculated based on rainfall runoff using standard SCS methodology. Peak runoff conditions in this specific setting (small tributary high mountain stream) is potentially driven by a worst-case scenario of a large ‘rain on snow’ event. Peak runoff rate for this type of event is difficult to define. For preliminary planning purposes, a conservative peak flow rate is assumed to be 50 cfs, approximately three times the calculated 100-year rainfall runoff rate.

Hydraulic Analysis - HEC-RAS modeling software was used to perform a steady state one-dimensional (1D) hydraulic analysis to determine approximate floodplain inundation depths. HEC-RAS is industry standard flood modeling software that uses the basic computational

procedure of iterative energy equation analysis to determine hydraulic grade line and associated water surface elevations.

Cross-sections are based on LiDAR topographic data. Conservatively, the channel capacity is not included in the hydraulic analysis given that the LiDAR data does not accurately capture channel dimensions (width, depth, slope). Assumptions include steady state flow rate of 50 cfs and mannings 'n' floodplain roughness coefficient of 0.09. Calculation results indicate a wide and shallow (<6 inches) runoff condition as expected based on the broad wetland-meadow overbank area surrounding the stream.

The results of the HEC-RAS modeling are graphically depicted on figure 2. As the HEC-RAS model proves, an event 3 times the 100-YR rainfall is well contained within the wetland boundaries adjacent to the stream, which is the floodplain.

The floodplain will be protected by locating all structures outside of the delineated wetland.

Riparian Resource: In this setting, the wetland area is essentially the important boundary. The wetland protects water quality, contains the floodplain, and is in effect the riparian resource. All structures will be located outside of the wetland.

ii. Protect the visual resource enjoyed from these waterways; and

The stream, being less than a foot wide, is a non-navigable waterway, therefore there are no visual resources enjoyed from this waterway.

iii. Provide for the health and safety of the residents of Madison County.

The health of the residents of Madison County is protected by protecting the water quality and preserving the wetland riparian area, detailed above. The safety of the Madison County residents is also ensured by protecting the floodplain, as detailed above.

b. Applicability. The construction setbacks pertain to all buildings.

All buildings will be located outside of the designated setback.

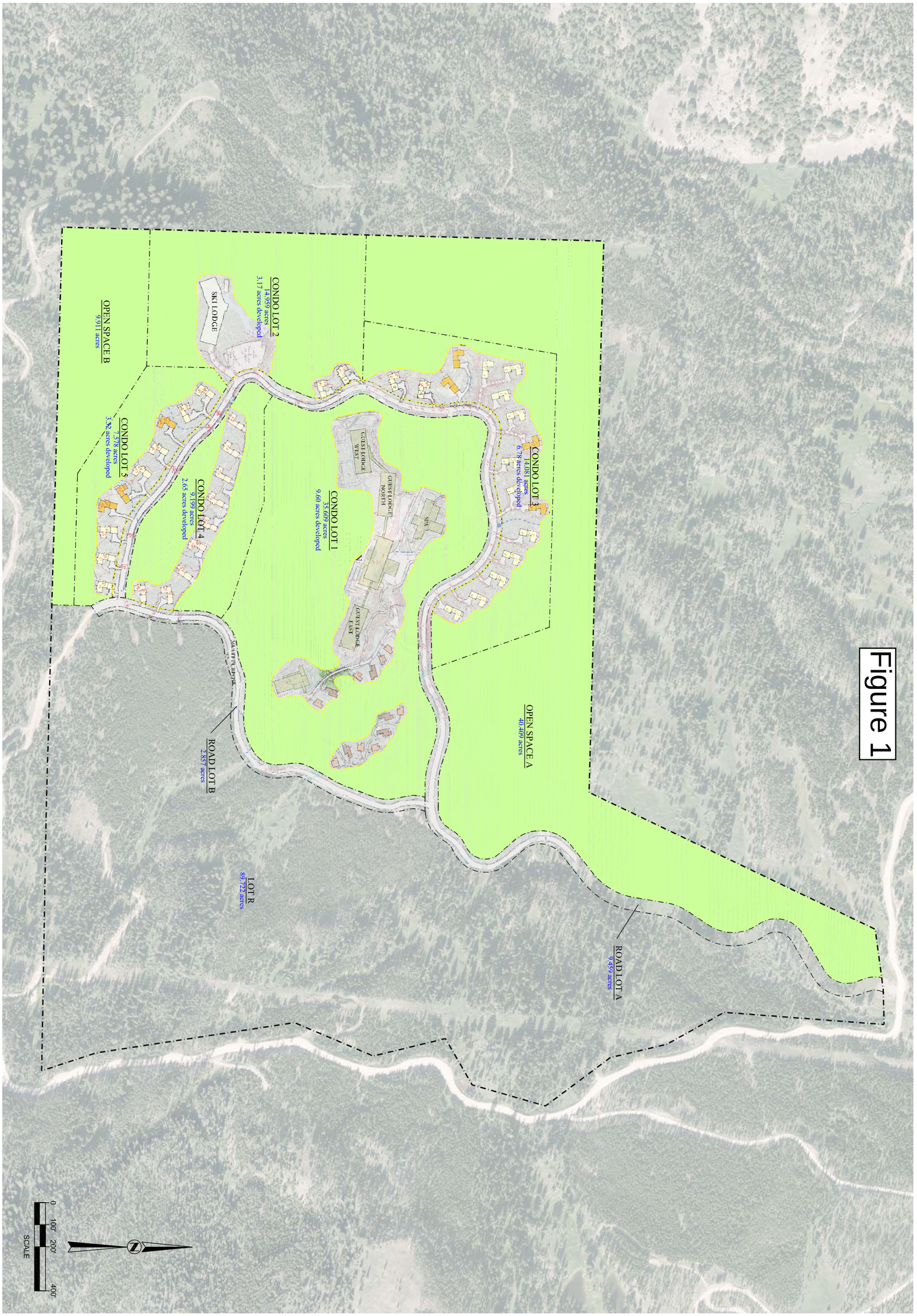
c. Setbacks. A river construction setback *may be reduced* if elevation changes between the water and the land to be developed are substantial, and as long as building envelopes are designated so that any building construction, including decks, does not hang out over the bank.

The Hydraulic modeling detailed above shows the elevation changes between the water and land are substantial enough for a flow three times the 100-YR rain event, therefore justifying a relaxation of the setback requirement to 40 ft. The designated setback will ensure all building construction, including decks, are at least 40 ft from the bank.

8.D Summary

At the core of the Moonlight Basin ODP is, in part, a Planned Unit Development proposal that aims to provide innovative design and construction methods to preserve the surrounding environment to the greatest extent possible. The mountainous terrain that exists within the development areas provides unique challenges when attempting to balance adherence to traditional standards with the preservation of the surrounding environment. The objective is to allow for thoughtful design practices in circumstances where functionality is maintained while observing a sensitivity to the site characteristics.

D:\2018 Projects\BE 18-02 One & Only\CAD Projects\Lee's Pool Prelim Plat\dwg\Lee's Pool Clustering Areas.dwg, 2/6/2020 7:23:17 AM, Beartooth Engineering



MOONLIGHT BASIN
MADISON COUNTY, MONTANA

LEE'S POOL SUBDIVISION P.U.D. - PRELIMINARY PLAT ACREAGES & DEVELOPMENT AREAS

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 2/6/20
PROJECT NO.: NA
DRAWING NAME: Lee's Pool Clustering Areas.dwg
SHEET 1 OF 1

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
O: (406) 219-0830

This map has been created for planning purposes only. It shall only be used for illustrative and orientation purposes and what is represented on the map may change based on planning and development decisions. Unless otherwise stated it is not a survey or recorded plat and is not intended to portray actual acreage, delineated wetlands, geotechnical results, property lines or the actual surveyed location of any infrastructure that may be indicated on the map. By accepting this map, the recipient acknowledges that the information portrayed on this map is for illustrative purposes only and may not accurately portray what currently exists on the site, what is to be developed and/or what is on record or on file with the Madison County Clerk and Recorder or Madison County Planning Department. This map shall not be used as a substitute for the recipient's own independent due diligence regarding the property. MB MT Acquisition LLC, and its affiliated or parent companies, subsidiaries, officers, directors, members, managers, employees and agents assume no responsibility for, and make no representations regarding, the accuracy of the information portrayed on this map.

Table 1

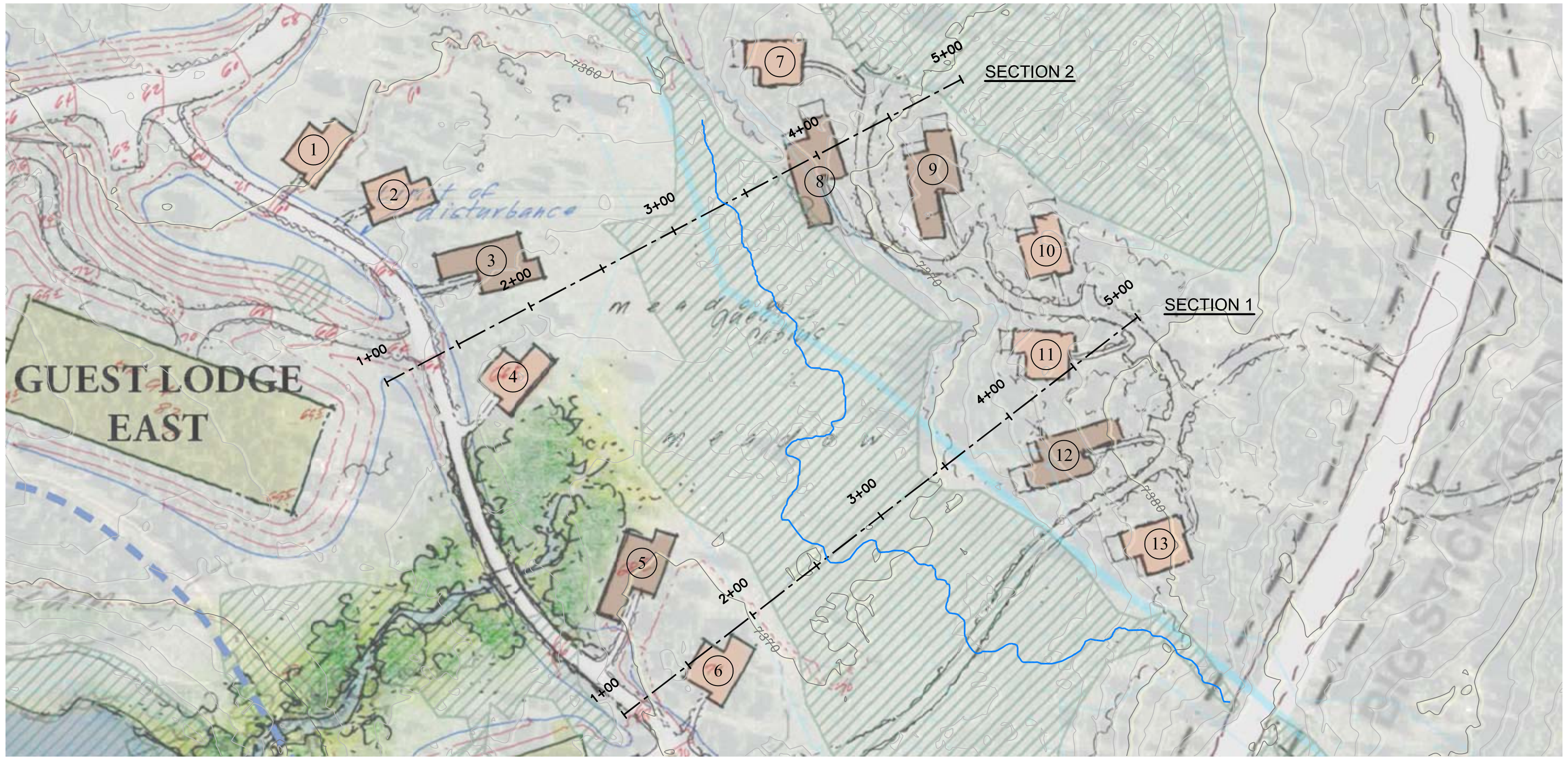
Moonlight Basin
Subdivision Density Analysis
Developments Entitled Since 2014
February 2020

MOONLIGHT
BASIN

Subdivision/Neighborhood	Total Platted Acreage	Net Acreage*	Number of Residential Units	Gross Density (units/platted acre)	Net Density (units/net acre)	Gross - Net Delta ("clustering degree")
Silvertip	7.151	3.286	17	2.4	5.2	2.8
Silvertip 2	1.694	1.038	5	3.0	4.8	1.9
Lower Ulery's 1	8.121	3.585	10	1.2	2.8	1.6
Lower Ulery's 2	6.252	4.746	16	2.6	3.4	0.8
SW Entry	3.764	2.841	18	4.8	6.3	1.6
Lodge Residences	7.052	1.426	13	1.8	9.1	7.3
Lower Ulery's 3 Cabins	1.984	1.782	5	2.5	2.8	0.3
Lower Ulery's 3 Duplexes	3.376	2.982	10	3.0	3.4	0.4
Lower Ulery's 3 Lake Lodge	5.081	4.919	16	3.1	3.3	0.1
Madison Overlook 1	39.250	13.057	13	0.3	1.0	0.7
Lower Ulery's 4	15.157	4.701	5	0.3	1.1	0.7
Total	98.882	44.363	128	1.3	2.9	1.6
Lee's Pool (excepting Lot R)	**144.058**	**25.520**	**132**	**0.9**	**5.2**	**4.3**

**Note:*
Net Acreage for existing subdivisions calculated from parcel areas and subtracting R/W; taken from the face of the plat.
Net Acreage for Lee's Pool based on areas drawn around proposed development.

Figure 2



PLAN VIEW

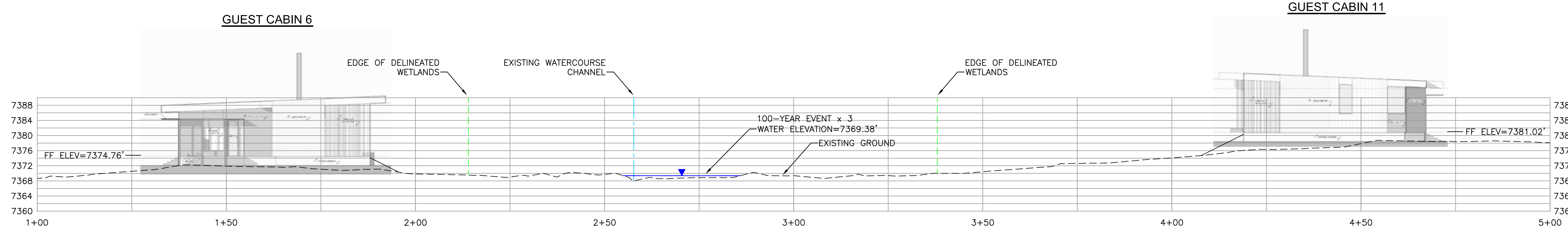
0 25' 50' 100'
SCALE

NOTES:

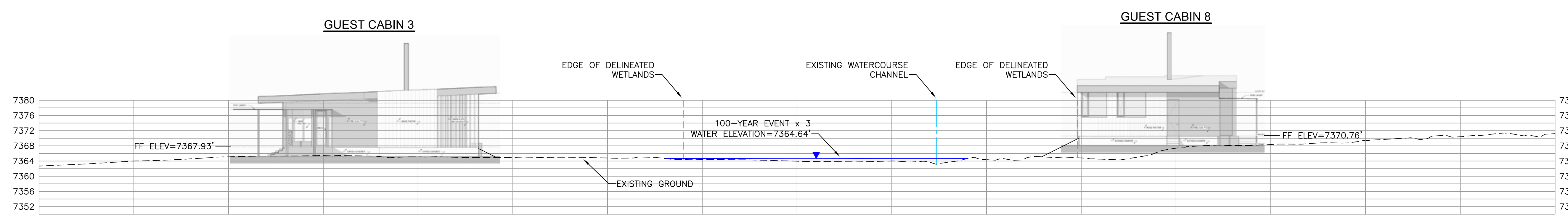
1. THE EXISTING MAJOR CONTOUR INTERVAL IS 10' AND THE EXISTING MINOR CONTOUR INTERVAL IS 2.' EXISTING CONTOURS ARE FROM THE 2014 AERIAL FLIGHT OF THE PROPERTY.

2. THE SITE PLAN SHOWN IS FROM HART HOWERTON AND IS DATED 12/02/19.

3. THE LOCATION OF GUEST CABIN 8 IS PRELIMINARY AND SHALL BE SHIFTED EAST OUT OF THE DELINEATED WETLANDS.



SECTION 1



SECTION 2

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LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
O: (406) 219-0830

MOONLIGHT BASIN

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 2/6/20
PROJECT NO.: NA
DRAWING NAME: Lee's Pool - CAD File for HEC-RAS.dwg

SHEET 1 OF 1

MOONLIGHT BASIN
MADISON COUNTY, MONTANA

LEE'S POOL SUBDIVISION P.U.D.
WATERCOURSE CROSS SECTIONS - GUEST CABINS

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MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix A

Preliminary Plat

PRELIMINARY PLAT OF LEE'S POOL SUBDIVISION P.U.D.

A TRACT OF LAND BEING TRACT A1 OF CERTIFICATE OF SURVEY NO. 2508,
LOCATED IN THE NORTHWEST, NORTHEAST, SOUTHEAST & SOUTHWEST QUARTERS OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 2 EAST, P.M.M., MADISON COUNTY, MONTANA

TOTAL AREA: 233.78 ACRES

SURVEY PURPOSE: TO CREATE 5 CONDOMINIUM LOTS, 2 OPEN SPACE PARCELS & 2 ROAD PARCELS. & TO DEDICATE ROAD ROAD LOT A (ROAD NAME) & ROAD LOT B (ROAD NAME) AS PUBLIC ACCESS EASEMENTS. THE REMAINDER LOT R WILL BE DEVELOPED IN A SEPARATELY REVIEWED SUBDIVISION.

THIS SUBDIVISION PROVIDES LEGAL AND PHYSICAL ACCESS TO ALL LOTS AS OUTLINED IN THE OWNER'S NOTES.

THE COMMISSIONER OF THIS SURVEY IS LONE MOUNTAIN LAND COMPANY.

THE OWNER OF THIS SUBDIVISION IS MB MT ACQUISITION LLC.

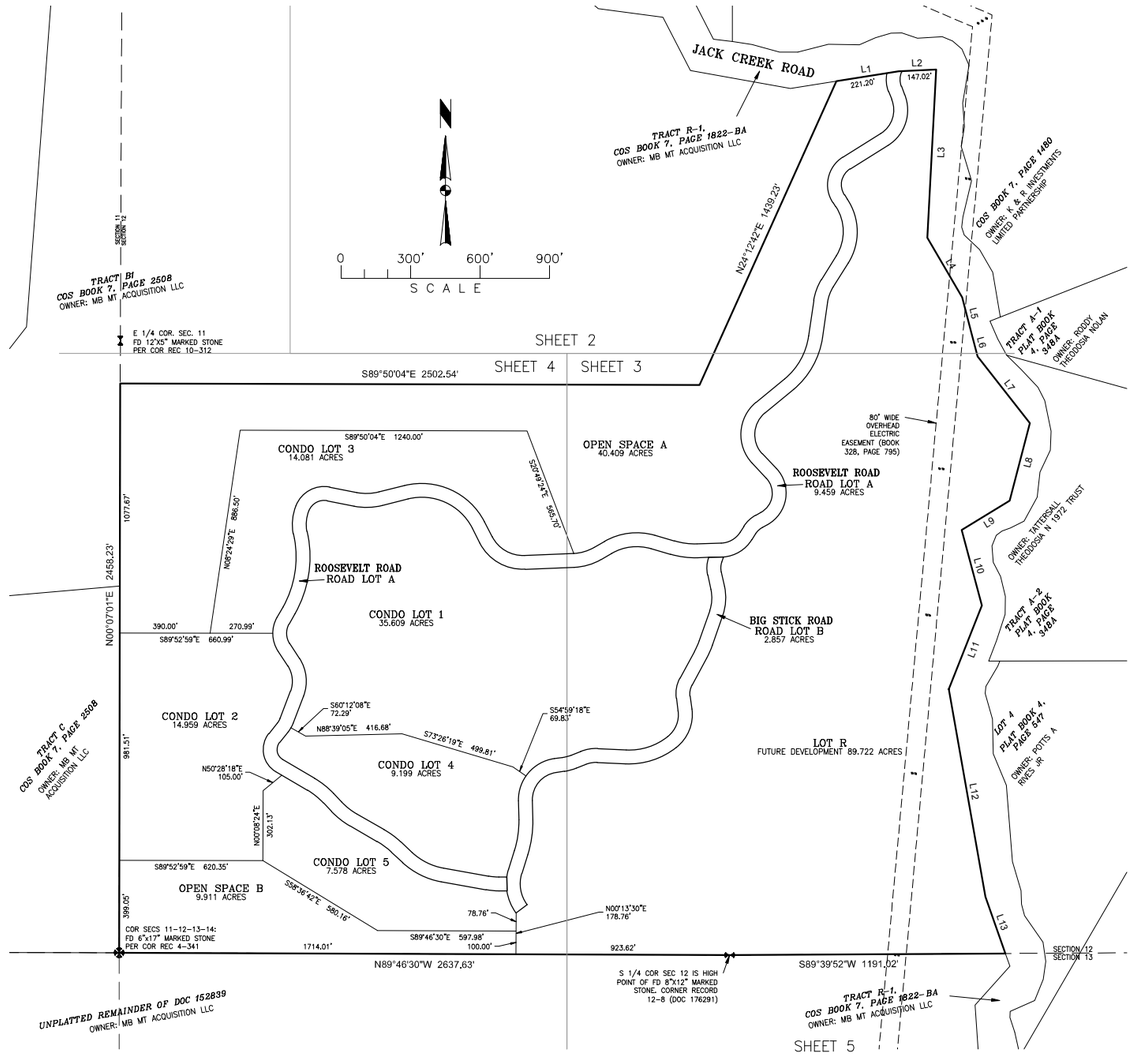
BEARING BASIS: WGS 84 AS DETERMINED BY SURVEY GRADE GPS RECEIVERS WITH THE CENTRAL MERIDIAN RUNNING THROUGH LAT. 45°20'02.4" N, LONG. 111°26'22.4" W.

LINE TABLE

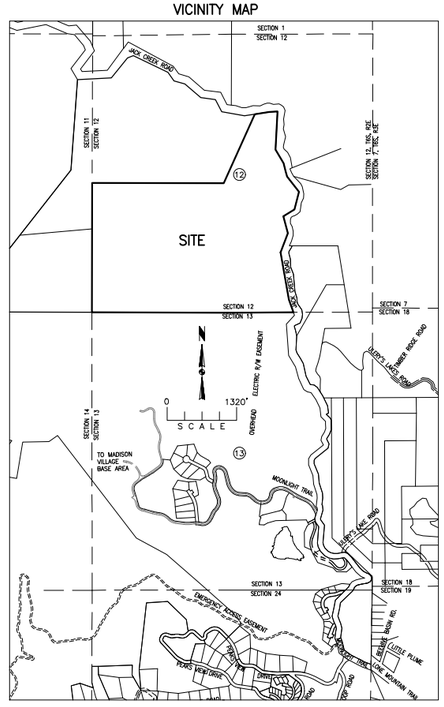
LINE	BEARING	DISTANCE
L1	N81°01'34"E	272.42'
L2	N87°11'10"E	162.10'
L3	S02°59'52"W	727.75'
L4	S30°25'41"E	298.76'
L5	S14°35'51"E	156.96'
L6	S14°37'26"E	106.09'
L7	S38°05'34"E	366.45'
L8	S14°39'52"W	346.30'
L9	S58°35'39"W	242.92'
L10	S14°57'57"E	336.68'
L11	S21°36'02"W	388.93'
L12	S10°02'21"E	909.98'
L13	S19°27'22"E	260.49'
L14	N81°01'34"E	51.22'
L15	N87°11'10"E	15.08'
L16	N22°59'53"E	4.99'
L17	N18°17'52"E	23.31'
L18	S09°06'56"W	63.92'
L19	N18°17'52"E	1.26'
L20	S00°11'44"E	60.00'

COMPUTED AREAS

Lot	Outside of Roads SF	Acres	In Roads SF	Acres	Total SF	Acres
C LOT 1	1,551,104	35.6064		0.0000	1,551,104	35.6064
C LOT 2	651,597	14.9596		0.0000	651,597	14.9596
C LOT 3	613,358	14.0808		0.0000	613,358	14.0808
C LOT 4	400,705	9.1969		0.0000	400,705	9.1989
C LOT 5	330,086	7.5777		0.0000	330,086	7.5777
OPEN SP A	1,760,206	40.4068		0.0000	1,760,206	40.4068
OPEN SP B	431,722	9.9110		0.0000	431,722	9.9110
RD LOT A		0.0000	412020	9.4587	412,020	9.4587
RD LOT B		0.0000	124453	2.8570	124,453	2.8570
LOT R	3,908,297	89.7222		0.0000	3,908,297	89.7222
Total	9,647,075	221.4664	536473	12.3157	10,183,548	233.7821



VICINITY MAP



CERTIFICATE OF COUNTY TREASURER

I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes assessed and levied on the land described below and encompassed by the proposed PLAT OF LEE'S POOL SUBDIVISION P.U.D. have been paid:

Dated this ___ day of _____, 20___

_____
Treasurer, Madison County, Montana

CERTIFICATE OF DEDICATION – FINAL PLAT

I (we), the undersigned property owner(s), do hereby certify that I (we) have caused to be surveyed, subdivided and platted into lots, blocks, streets and alleys, as shown by the plat hereto annexed, the following described land in Madison County Montana, to-wit:

LEGAL DESCRIPTION:

A tract of land, said tract being Tract A1 of the Certificate of Survey filed in Book 7 of on Page 2508 of Madison County records, said tract being located in the Northwest, Northeast, Southeast and Southwest Quarters of Section 12, Township 6 South, Range 2 East, Principal Meridian Montana, Madison County, Montana.

The described tract is as shown on the accompanying plat. The described tract is along with and subject to any existing easements and contains 233.78 acres, more or less.

The above described tract of land is to be known and designated as the PLAT OF LEE'S POOL SUBDIVISION P.U.D., and the lands included in all streets, avenues, alleys, and parks or public squares shown on said plat are hereby granted and donated to the use of the public forever. Madison County will not be required to improve or maintain the public roads in this subdivision.

UTILITY STATEMENT

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

Dated this ___ day of _____, 20___

Owner: MB MT ACQUISITION LLC

By: _____ _____
Name & Title Signature

STATE OF _____
County of _____

On this _____ day of _____, 20___, before me the undersigned Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of MB MT ACQUISITION LLC, and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of MB MT ACQUISITION LLC.

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

_____
Notary Public for the State of _____
(SEAL) Printed Name _____
Residing at _____
My Commission expires_____

OWNERS NOTES

1. Buyers of property should ensure that they have obtained and reviewed all sheets of this plat and all documents recorded and filed in conjunction with this plat. Buyers are strongly encouraged to contact the local planning department and become informed of any limitation on the use of the property prior to closing.

2. The public has been granted an easement over Moonlight Trail to Lone Mountain Trail and across Tract R-1 of Certificate of Survey filed in Book 7, Page 1822-BA aka Jack Creek Road by MB MT Acquisition LLC as owner of said roads as recorded in Madison County as Document #126868, Doc #_____. These roads providing primary access to the subdivision, are owned by MB MT Acquisition LLC and will be maintained by it or its successors and assigns. The Owners Association shall maintain Road Lot A (Roosevelt Road) and Road Lot B (Big Stick Road). Madison County will not be required to improve or maintain any of the above named access roads to or within this subdivision.

3. A geotechnical investigation report has been completed by CTL Thompson, for the area covered by this subdivision. The report shall be provided to property purchasers by the developer and is available at the Madison County Planning office. Site-specific geotechnical investigations for foundation, grading and drainage design are required prior to actual building construction.

4. Building envelopes are shown on the Building Envelope Plan, included as Figure _____ of the Preliminary Plat application.

CERTIFICATE OF SURVEYOR

I, Steven C. Anderson, a Professional Land Surveyor, do hereby certify that I have performed or supervised the survey shown on the attached PLAT OF LEE'S POOL SUBDIVISION P.U.D.; that such survey was made between October 31, 2017 and _____, that such survey is true and complete as shown and that the monuments found and set are of the character and occupy the positions shown thereon.

I further certify that monuments not set because of weather-related site conditions will be set by July 1, 2019 and that monuments not set because of pending construction will be set when construction is complete but no later than December 31, 2019.

Dated this ___ day of _____, 20___

_____
Steven C. Anderson
Montana License No. 12251 LS

SURVEYOR'S NOTES

1. The remainder of the property described in Doc. 152839 is greater than 160 acres.

2. Existing site conditions were provided by the owner.

CERTIFICATE OF FINAL PLAT APPROVAL – MADISON COUNTY

The Board of Madison County Commissioners, does hereby certify that it has examined this subdivision plat and having found the same to conform to law, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated to such use, this ___ day of _____, 20___. Madison County does not accept maintenance responsibility for the public roads within this subdivision.

_____
_____ _____
ATTEST: Signature of Clerk and Recorder, Madison County
_____
Signatures of County Commissioners

CERTIFICATE OF FILING BY CLERK & RECORDER

STATE OF MONTANA)
) ss.
County of Madison)

Filed for record this __ day of _____, 20__, at _____ o'clock, _M. Book _____ of Plats, Page _____; Doc. #_____.

_____
County Clerk and Recorder, Madison County, Montana
Fee: _____

SHEET 1 OF 5

16114P2.dwg

TD&H Engineering — tdhengineering.com

DRAWN BY: SA, BT	DATE: 11/5/19	QUALITY CHECK:	
SURVEYED BY: SA	JOB NO. B16-114	FIELDBOOK	185/2, 16

GREAT FALLS-BOZEMAN-KALISPELL-SHELBY, SPOKANE, LEWISTON, WATFORD CITY — MONTANA, WASHINGTON, IDAHO, NORTH DAKOTA

CURVE TABLE

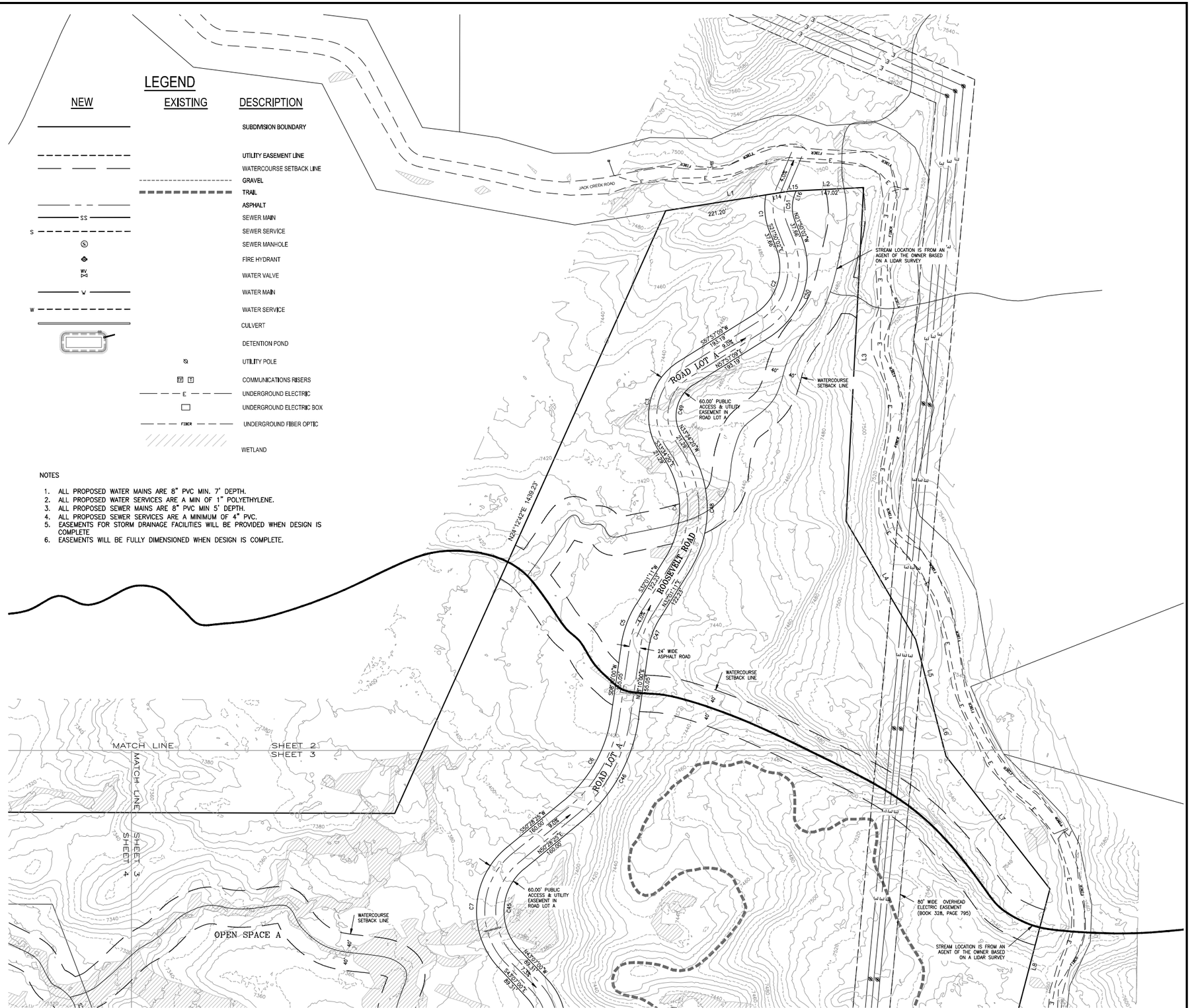
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	140.00'	80.64'	S05°19'58"E	79.53'	33°00'08"
C2	120.00'	167.10'	S18°03'33"W	153.93'	79°47'11"
C3	140.00'	223.64'	S12°11'24"W	200.61'	91°31'29"
C4	195.00'	223.24'	S00°46'35"E	211.24'	65°35'31"
C5	230.00'	95.75'	S20°05'35"W	95.06'	23°51'11"
C6	295.00'	217.83'	S29°19'12"W	212.91'	42°18'26"
C7	180.00'	294.02'	S03°40'43"W	262.41'	93°35'25"
C8	95.00'	173.37'	S09°09'55"W	150.30'	104°33'48"
C9	140.00'	71.52'	S46°48'42"W	70.75'	29°16'13"
C10	100.00'	97.95'	S60°14'14"W	94.08'	56°07'16"
C11	320.00'	99.08'	N82°49'54"W	98.69'	17°44'27"
C12	280.00'	224.18'	S83°06'05"W	218.24'	45°52'27"
C13	195.00'	93.51'	S73°54'08"W	92.62'	27°28'32"
C14	150.00'	170.01'	N59°53'26"W	161.05'	64°56'20"
C15	305.00'	407.58'	N65°42'13"W	377.92'	76°33'55"
C16	220.00'	96.69'	S88°36'14"W	95.91'	25°10'49"
C17	130.00'	180.77'	S61°21'29"W	166.55'	79°40'19"
C18	220.00'	123.67'	S05°25'07"W	122.04'	32°12'25"
C19	435.00'	305.51'	S09°26'06"W	299.27'	40°14'23"
C20	140.00'	71.93'	S14°50'09"W	71.14'	29°26'17"
C21	140.00'	81.25'	S16°30'33"E	80.11'	33°15'07"
C22	120.00'	113.21'	S06°06'28"E	109.06'	54°03'17"
C23	80.00'	24.79'	S29°47'52"W	24.69'	17°45'23"
C24	110.00'	188.54'	S10°25'34"E	166.29'	98°12'16"
C25	320.00'	88.99'	S51°33'43"E	88.70'	15°55'58"
C26	355.00'	101.95'	S51°49'21"E	101.60'	16°27'13"
C27	345.00'	77.49'	S53°36'54"E	77.32'	12°52'07"
C28	330.00'	188.33'	S63°31'47"E	185.78'	32°41'52"
C29	310.00'	55.82'	S85°02'13"E	55.75'	10°19'01"
C30	210.00'	103.71'	S22°33'23"E	102.66'	28°17'44"
C31	150.00'	141.58'	N09°39'54"W	136.38'	54°04'43"
C32	480.00'	154.60'	N08°08'50"E	153.93'	18°27'15"
C33	120.00'	173.73'	N40°23'43"E	158.95'	82°57'00"
C34	230.00'	53.41'	N75°13'06"E	53.29'	13°18'15"
C35	120.00'	50.35'	N80°35'11"E	49.98'	24°02'25"
C36	330.00'	235.31'	N72°10'42"E	230.36'	40°51'22"
C37	180.00'	187.03'	N21°59'03"E	178.73'	59°31'57"
C38	80.00'	50.59'	N10°19'59"E	49.75'	36°13'49"
C39	380.00'	61.21'	N23°50'02"E	61.14'	9°13'42"
C40	230.00'	127.19'	N03°22'37"E	125.58'	31°41'08"
C41	80.00'	42.95'	N02°54'58"E	42.44'	30°45'49"
C42	160.00'	148.65'	N58°47'34"E	143.36'	53°13'57"
C43	80.00'	40.87'	N46°48'42"E	40.43'	29°16'13"
C44	155.00'	282.87'	N09°09'55"E	245.22'	104°33'48"
C45	120.00'	196.02'	N03°40'43"E	174.94'	93°35'25"
C46	355.00'	262.13'	N29°19'12"E	256.22'	42°18'26"
C47	170.00'	70.77'	N20°05'35"E	70.26'	23°51'11"
C48	255.00'	291.92'	N00°46'35"W	276.24'	65°35'31"
C49	80.00'	127.79'	N12°11'24"E	114.63'	91°31'29"
C50	180.00'	250.66'	N18°03'33"E	230.89'	79°47'11"
C51	80.00'	62.60'	N00°34'55"E	61.01'	44°49'55"
C52	380.00'	117.66'	N82°49'54"W	117.19'	17°44'27"
C53	220.00'	176.14'	S83°06'05"W	171.48'	45°52'27"
C54	255.00'	122.28'	S73°54'08"W	121.11'	27°28'32"
C55	210.00'	238.01'	N59°53'26"W	225.48'	64°56'20"
C56	245.00'	327.40'	N65°42'13"W	303.57'	76°33'55"
C57	280.00'	123.05'	S88°36'14"W	122.07'	25°10'49"
C58	70.00'	97.34'	S61°21'29"W	89.68'	79°40'19"
C59	160.00'	89.94'	S05°25'07"W	88.76'	32°12'25"
C60	495.00'	347.65'	S09°26'06"W	340.55'	40°14'23"
C61	80.00'	87.53'	S01°47'24"E	83.23'	62°41'24"
C62	180.00'	169.82'	S06°06'28"E	163.59'	54°03'17"
C63	50.00'	85.70'	S10°25'34"E	75.59'	98°12'16"
C64	380.00'	105.67'	S51°33'43"E	105.33'	15°55'58"
C65	295.00'	84.72'	S51°49'21"E	84.42'	16°27'13"
C66	405.00'	90.96'	S53°36'54"E	90.77'	12°52'07"
C67	270.00'	154.08'	S63°31'47"E	152.00'	32°41'52"
C68	250.00'	45.02'	S85°02'13"E	44.96'	10°19'01"
C69	420.00'	135.28'	N08°08'50"E	134.69'	18°27'15"
C70	140.00'	21.69'	N25°21'31"E	21.67'	8°52'42"
C71	140.00'	21.69'	N34°14'13"E	21.67'	8°52'42"
C72	180.00'	113.38'	S16°57'58"W	111.52'	36°05'30"
C73	180.00'	147.21'	S58°26'28"W	143.14'	46°51'31"
C74	170.00'	39.47'	N75°13'06"E	39.39'	13°18'15"
C75	180.00'	75.52'	N80°35'11"E	74.97'	24°02'25"
C76	270.00'	192.53'	N72°10'42"E	188.48'	40°51'22"
C77	120.00'	124.68'	N21°59'03"E	119.15'	59°31'57"
C78	140.00'	88.53'	N10°19'59"E	87.06'	36°13'49"
C79	320.00'	51.54'	N23°50'02"E	51.49'	9°13'42"
C80	170.00'	94.01'	N03°22'37"E	92.82'	31°41'08"
C81	140.00'	75.17'	N02°54'58"E	74.27'	30°45'49"

LEGEND

NEW	EXISTING	DESCRIPTION
		SUBDIVISION BOUNDARY
		UTILITY EASEMENT LINE
		WATERCOURSE SETBACK LINE
		GRAVEL
		TRAIL
		ASPHALT
SS		SEWER MAIN
S		SEWER SERVICE
		SEWER MANHOLE
		FIRE HYDRANT
WV		WATER VALVE
W		WATER MAIN
W		WATER SERVICE
		CULVERT
		DETENTION POND
		UTILITY POLE
		COMMUNICATIONS RISERS
E		UNDERGROUND ELECTRIC
		UNDERGROUND ELECTRIC BOX
FIBER		UNDERGROUND FIBER OPTIC
		WETLAND

NOTES

1. ALL PROPOSED WATER MAINS ARE 8" PVC MIN. 7' DEPTH.
2. ALL PROPOSED WATER SERVICES ARE A MIN OF 1" POLYETHYLENE.
3. ALL PROPOSED SEWER MAINS ARE 8" PVC MIN 5' DEPTH.
4. ALL PROPOSED SEWER SERVICES ARE A MINIMUM OF 4" PVC.
5. EASEMENTS FOR STORM DRAINAGE FACILITIES WILL BE PROVIDED WHEN DESIGN IS COMPLETE
6. EASEMENTS WILL BE FULLY DIMENSIONED WHEN DESIGN IS COMPLETE.



0 100' 200' 300'
SCALE

PRELIMINARY PLAT OF LEE'S POOL SUBDIVISION P.U.D.

SHEET 2 OF 5
16114P2.dwg

TD&H Engineering
tdhengineering.com

DRAWN BY: SA	DATE:	QUALITY CHECK:
SURVEYED BY: SA	JOB NO. B16-114	FIELDBOOK

GREAT FALLS-BOZEMAN-KALISPELL-SHELBY MONTANA
SPOKANE WASHINGTON
LEWISTON IDAHO
WATFORD CITY NORTH DAKOTA

PRELIMINARY PLAT OF LEE'S POOL SUBDIVISION P.U.D.

SHEET 3 OF 5

16114P2.dwg

TD&H Engineering

DRAWN BY: SA | DATE: | QUALITY CHECK:
SURVEYED BY: SA | JOB NO. B16-114 | FIELDBOOK

GREAT FALLS-BOZEMAN-KALISPELL-SHELBY
SPOKANE
LEWISTON
WATFORD CITY

MONTANA
WASHINGTON
IDAHO
NORTH DAKOTA

SCALE 0 100' 200' 300'

MATCH LINE SHEET 3 SHEET 4

MATCH LINE SHEET 2 SHEET 4

SHEET 3 SHEET 4

MATCH LINE

SHEET 5 SHEET 4

ROOSEVELT ROAD

CONDO LOT 1

CONDO LOT 2

CONDO LOT 3

CONDO LOT 4

CONDO LOT 5

ROAD LOT A

OPEN SPACE B

POND

POND LOCATIONS ARE FROM AN AGENT OF THE OWNER BASED ON A LIDAR SURVEY

STREAM LOCATION IS FROM AN AGENT OF THE OWNER BASED ON A LIDAR SURVEY

WATERCOURSE SETBACK LINE

60.00' PUBLIC ACCESS & UTILITY EASEMENT IN ROAD LOT B

24' WIDE ASPHALT ROAD

CENTERLINE OF 28' WIDE EMERGENCY ACCESS EASEMENT

35' UTILITY EASEMENT

20.00' UTILITY EASEMENT

UTILITY EASEMENT

S89°50'04"E 2512.54'

S89°50'04"E 1240.00'

N00°07'07"E 2458.23'

N89°46'30"W 2637.63'

S89°46'30"E 597.88'

N00°13'30"E 1068.00'

N00°08'24"E 302.13'

S89°52'59"E 620.35'

S58°36'42"E 1380.96'

S37°28'19"E 459.81'

S89°39'05"E 416.68'

S58°52'54"E 660.89'

N89°48'50"W 1077.67'

N00°08'24"E 886.50'

SCALE 0 100' 200' 300'

PRELIMINARY PLAT OF LEE'S POOL SUBDIVISION P.U.D.

SHEET 4 OF 5

16114P2.dwg

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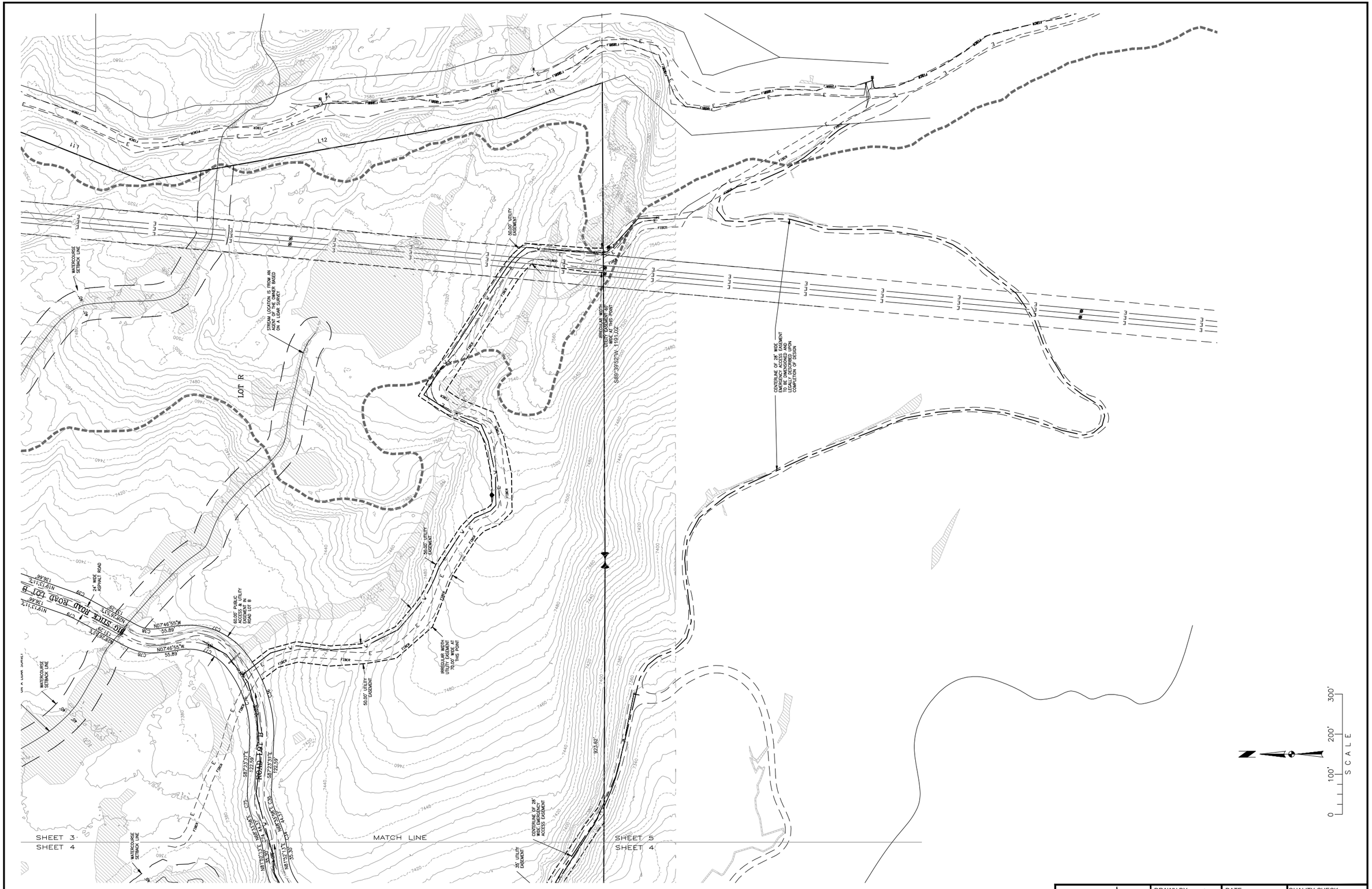
SURVEYED BY: SA
DATE:
JOB NO. B16-114
QUALITY CHECK:
FIELDBOOK

GREAT FALLS-BOZEMAN-KALISPELL-SHELBY MONTANA
SPOKANE WASHINGTON
LEWISTON IDAHO
WATFORD CITY NORTH DAKOTA



PRELIMINARY PLAT OF LEE'S POOL SUBDIVISION P.U.D.

SHEET 5 OF 5

16114P2.dwg

TD&H Engineering

DRAWN BY: SA	DATE:	QUALITY CHECK:
SURVEYED BY: SA	JOB NO. B16-114	FIELDBOOK

GREAT FALLS-BOZEMAN-KALISPELL-SHELBY
SPOKANE
LEWISTON
WATFORD CITY

MONTANA
WASHINGTON
IDAHO
NORTH DAKOTA

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix B

Moonlight Basin Overall Development Plan 2018 Update Approval

MADISON COUNTY BOARD OF COMMISSIONERS

Commissioners

Dan W. Allhands
Ronald E. Nye
James P. Hart

P.O. BOX 278
VIRGINIA CITY, MT 59755
e-mail: madco@madisoncountymt.gov
www.madisoncountymt.gov

Phone: (406)843-4277
Fax: (406) 843-5517

MOONLIGHT BASIN OVERALL DEVELOPMENT PLAN
2018 UPDATE APPROVAL
BOARD OF MADISON COUNTY COMMISSIONERS

At a regular meeting of the Board of Madison County Commissioners held on September 11, 2018, the Board of Commissioners reviewed the preliminary plat and the Madison County Planning Board's Findings of Fact for approval of the Moonlight Basin Overall Development Plan 2018 Update.

Landowner: MB MT Acquisitions LLC
c/o Lone Mountain Land Company
123 Snowy Mountain circle
Big Sky, MT 59716

Landowner Representative: Trever McSpadden
Haystack Development
P.O. Box 1793
Bozeman, MT 59771

PROPOSAL
Update 2007 Moonlight Basin Overall Development Plan. Refines development areas using constraints approach.

- Maintains residential density cap of 1,651 units.
- Approximately 270,000 square feet of commercial space, including club facilities, skier services, food and beverage outlets, and retail.
- Employee housing of up to 200 units (not included in cap).
- Proposed as a Planned Unit Development.
- Requesting waiver to allow white on brown street signs.
- Potential deviations to standards in future subdivisions described.

(August 2018 Update).

- Keeps additional 84 units in 3 pods in the northern Moonlight Territory area.
- Includes additional proposed mitigations.
- Refers to July 20, 2018 meeting with natural resource stakeholders.

Updates on Jack Creek Road slide, solid waste disposal site.

Location: Upper Jack Creek drainage north/northwest of Big Sky Mountain Village and Big Sky Resort between Custer Gallatin and Beaverhead Deerlodge National Forests.

BACKGROUND

- **March 13, 2018 -** At the request of Lone Mountain Land Company on behalf of MB MT Acquisitions, LLC, the Madison County Board of Commissioners tabled action on the proposed Moonlight Basin Overall Development Plan Update to allow Moonlight time to revise their proposal and submit it to the Planning Board for review and consideration. The February 27, 2018 staff report and Planning Board recommendations to the commissioners is attached for reference.
- **June 25, 2018 -** The Planning Board held a hearing June 25, 2018 to hear comments on the May 29, 2018 revised proposal. At the request of Lone Mountain Land Company on behalf of MB MT Acquisitions, LLC, the Planning Board tabled action on the proposal so Lone Mountain Land to work with the Jack Creek Preserve and communicate with the planner to address concerns expressed. The June 20, 2018 staff report to the Planning Board is attached for reference. Lone Mountain Land did not meet with the Planner except to drop off the August 20 status update.
- **August 27, 2018 –** The Planning Board continued the hearing through August 27, 2018. The August 24, 2018 staff report to the Planning Board is attached for reference.

August 2018 Proposal Summary

The Moonlight Basin ODP Update 2018 is being proposed under the Planned Unit Development provisions of the Madison County Subdivision Regulations 2018 (MCSR). Seven modifications to subdivision design standards are identified:

1. Allow white on brown instead of white on green street signs to apply throughout Moonlight.

Conditional approval of the remaining six modifications was requested, subject to review with each subdivision application.

2. Easements. To relax easement locations.
3. Lot Width/Depth Ratio. Allow variation to better serve open space.
4. Dead-Ends. Hammerhead or "T" turnaround would be subject to review and approval by the Big Sky Fire Department.
5. Minimum Right-of-Way Width. Reductions to right-of-way width, not roadway width, to create more compact development.
6. Maximum Cul-de-Sac Length.
7. Parkland. The net area of lands permanently set aside for owners and guests will exceed the dedication requirement.

The August 2018 Update maintains the 1,651 unit cap established in 2007. The residential category covers all types of residential, including hotel and condominiums, and an estimated 270,000 feet of commercial space. In addition to the base of 1,651 units, Moonlight is proposing at least 200 units for employee housing. On-site employee housing would be proximate to amenity centers such as Madison Village, primarily in the Moonlight East development area. The applicant proposed specific conditions for the ODP:

- Maximum cap of 1,651 units (2007 level)
- Moonlight Territory area (exclusive of Lee's Pool) permanently capped at 100 total units: 16 exempt 160-acre ranch parcels and no more than 84 residential units in the Moonlight Territory Reserve (MTR) subdivisions I, II and III.

- The placement and number of units in MTR I, II and III to be assessed in the subdivision planning process.
- Use best science to address wetland, riparian, and wildlife values.
- Preserve wildlife connectivity, promote seasonal habitat use and minimize human/wildlife conflict.
- Number of MTR units may be less than 84.

- Conservation easements (CE) and/or deed restrictions on all new 160-acre exempt ranch parcels within 5 years of ODP approval and prior to development of any MTR.
  - In perpetuity.
  - Cannot be further subdivided, split into condominiums or otherwise reduced in total area.
  - Building envelopes located based on best available science to minimize impacts to wildlife, wetlands, and riparian areas and will be defined by easement holder.
  - A recreation plan will be developed as part of CE process.
  - Hunting to be maintained in Moonlight Territory area.
- Covenant enforcement by hiring a permanent employee, initially part-time then transitioning to full-time. Position could not be eliminated without consultation and agreement with Madison County Planning.
- Moonlight to work with others on a transportation system on the Jack Creek Road to shuttle employees and skiers between Madison Valley and Big Sky.

Density Changes

The allocation differences between the 2007 approval and the 2018 (August) proposal are summarized in the following table.

Area	2007		2018 Revised		CHANGE
	Planned	Platted	Planned	Platted	2007 - 2018
Lodge	350	350	370	370	20
Madison Village	360	0	380	0	20
Overlook	182	0	76	0	-106
Pony Village	80	0	140	0	60
Ulerys Lake	94	0	84	44	-10
Moonlight East TOTAL	1066	350	1050	414	-16
Golf Course	60	0	77	0	17
Hidden Lake	216	0	77	0	-139
Lower Hillside	55	0	35	0	-20
Three Peaks	32	0	136	0	104
(Back 9 removed)	49	0	0	0	-49
South Jack TOTAL	412	0	325	0	-87
Lees Pool	117	0	140	0	23
Elk Run Ranch Minor	1	1	1	1	0

Area	2007		2018 Revised		CHANGE
	Planned	Platted	Planned	Platted	2007 - 2018
Exempt Ranches	23	3	19	5	-4
Strawberry Ridge	4	4	4	4	0
Timber Ridge	6	6	6	6	0
Ulerys Lakes COS	23	23	23	23	0
Territory Reserves	0	0	84	0	84
Moonlight Territory TOTAL	173	36	276	38	103
GRAND TOTAL	1651	386	1651	452	0

The natural resource purpose for relocating units from the southwest and central portions of the property is to reduce density located immediately adjacent to conservation land and the wildlife corridor connecting the two Lee Metcalf Wilderness units. Other reasons cited by the applicant include: taking advantage of Lee's Pool amenity; access to a proposed ski portal at Lee's Pool; greater flexibility of unit types.

FINDINGS OF FACT

The preliminary plat for the Moonlight Basin Overall Development Plan 2018 Update having come before the Board of Madison County Commissioners for consideration at a regular meeting, and the responses of local agencies and utilities and the recommendations of the Madison County Planning Board, and from the foregoing in conformity with the Montana Subdivision and Platting Act, the Madison County Subdivision Regulations, and Madison County Comprehensive Plan/Growth Policy, the Board of Commissioners makes the following specific Findings of Fact:

A. Completeness

Finding (application completeness): Application is complete.

B. Effects on Agriculture

Finding (agriculture): Acceptable as proposed.

C. Effects on Agricultural Water User Facilities

Finding (agricultural water user facilities): Not applicable.

D. Effects on the Natural Environment

Finding (natural environment): Acceptable with additional mitigation to that proposed.

1. The proposed infrastructure plan does not serve the proposed Territory Reserves I-III in Moonlight Territory.
2. A water and wastewater capacity analysis is required with each development submittal. The analysis is to include the number of units on the systems, the capacity remaining on the existing facilities, and anticipated capital improvement requirements.

3. A water rights status summary is to be included with each development submittal which includes the water rights acquired to date, the number of units served by the rights and the remaining number of units available to be served with existing rights, and the status of additional water rights to be acquired.
4. Submit subdivision-specific geotechnical assessments with each preliminary plat application.
5. Provide a phase/site specific proposal to limit or prevent impacts to water quality as well as evidence of recent and current steps taken to protect water quality in the form of a DEQ storm water management plan.
6. A provision for funding a permanent paid employee to enforce the wildlife and natural resource protection covenants is to be in place prior to final plat approval for any subdivision in the Moonlight Territory or South Jack areas. The position may be part-time until the 100th unit in the Moonlight Territory and/or South Jack areas is approved, at which time it is to be a full-time position. This position may not be eliminated without consultation with the Madison County Planning Board and prior review and approval by Madison County Board of Commissioners.
7. Conservation easement prohibiting further subdivision or reduction in size is to be placed on all future 160-acre exempt ranch parcels in the Moonlight Territory area within 5 years of the ODP approval. The conservation easement shall prohibit further subdivision or reduction in size, be effective into perpetuity, include designated building envelope(s), and prohibit multi-unit rental developments such as hotels, lodges, or condominium units. The building/disruption area is to be based on best available science to reduce impacts on wildlife and natural resources. The area outside the building envelope is to be managed to preserve wildlife habitat values and the wild nature of the property.
8. A comprehensive recreation plan for multiple recreation types and styles is to be completed within 5 years of ODP approval for the entire Moonlight Basin, with high sensitivity to wildlife areas.

E. Effects on Wildlife and Wildlife Habitat

Finding (wildlife and wildlife habitat): Acceptable with mitigation in addition to that proposed

1. Each future development application is to include a full impact analysis on wildlife and wildlife habitat of the individual development and cumulatively. Wild Planner is a tool that can help analyze various scenarios and road alignments prior to making final design decisions.
2. Moonlight is to provide proof of efforts to develop and enforce adherence by contractors and short-term visitors as well as owners and tenants to wildlife safety, especially food storage and garbage handling.
3. Each subsequent development proposal it include an updated wildlife assessment with impacts specific to the development proposal and the cumulative impacts to the area at large as the ODP is developed.
4. Individual development submittals are to address the year-round impacts on wildlife and wildlife habitat for the specific development and cumulatively for the entire Moonlight Basin Ranch development.
5. A provision for funding a permanent paid employee to enforce the wildlife and natural resource protection covenants is to be in place prior to final plat approval for

any subdivision in the Moonlight Territory or South Jack areas. The position may be part-time until the 100th unit in the Moonlight Territory and/or South Jack areas is approved, at which time it is to be a full-time position. This position may not be eliminated without consultation with the Madison County Planning Board and prior review and approval by Madison County Board of Commissioners.

6. Conservation easement prohibiting further subdivision or reduction in size is to be placed on all future 160-acre exempt ranch parcels in the Moonlight Territory area within 5 years of the ODP approval. The conservation easement shall prohibit further subdivision or reduction in size, be effective into perpetuity, include designated building envelope(s), and prohibit multi-unit rental developments such as hotels, lodges, or condominium units. The building/disruption area is to be based on best available science to reduce impacts on wildlife and natural resources. The area outside the building envelope is to be managed to preserve wildlife habitat values and the wild nature of the property.
7. A comprehensive recreation plan for multiple recreation types and styles is to be completed within 5 years of ODP approval for the entire Moonlight Basin Ranch, with high sensitivity to wildlife areas.
8. **SUGGESTION TO DEVELOPER**: Include natural resource stakeholders in evaluating buffer areas along riparian and wetland areas in subdivision design to increase protection and reduce impact to these waterways.
9. A status report on progress toward establishing a transportation system between Madison Valley and Big Sky is to be provided with each subdivision application.
10. Develop and implement a scientifically rigorous wildlife monitoring program covering all of Moonlight property, to be performed by a professional wildlife biologist at all seasons.

F. Effects on Local Services

Finding (local services): Acceptable with additional mitigation to that proposed.

1. An analysis of the public water and wastewater system capacity to serve the development is to be provided with each development proposal. The analysis is to include the water and wastewater needs to serve the development and the remaining capacity of the systems.
2. An updated traffic information study is to be provided with each development proposal. The need for a traffic impact study will be determined during the pre-application phase of each specific development proposal. The assumptions and trip generation rates used in the study are to be reviewed and approved by Madison County before the study is completed.
3. Provide updated employee housing status with each preliminary plan/plat submittal.
4. A provision for funding a permanent paid employee to enforce the wildlife and natural resource protection covenants is to be in place prior to final plat approval for any subdivision in the Moonlight Territory or South Jack areas. The position may be part-time until the 100th unit in the Moonlight Territory and/or South Jack areas is approved, at which time it is to be a full-time position. This position may not be eliminated without consultation with the Madison County Planning Board and prior review and approval by Madison County Board of Commissioners.

G. Effects on Public Health and Safety

Finding (public health and safety): Acceptable with additional mitigation to that proposed.

1. The development cap is kept at 1,651 residential units.
2. Moonlight is to provide proof of efforts to develop and enforce adherence by contractors and short-term visitors as well as owners and tenants to wildlife safety, especially food storage and garbage.
3. A water and wastewater capacity analysis is required with each development submittal. The analysis is to include the number of units on the systems, the capacity remaining on the existing facilities, and anticipated capital improvement requirements.
4. Submit subdivision-specific geotechnical assessments with each preliminary plat application.
5. Supply a fire evacuation plan acceptable to the Big Sky Fire Department with each development submittal.
6. Provide plans for permanently fixing the persistent slide area on Jack Creek Road.
7. Subdivision-specific avalanche risk is to be submitted with each preliminary plat application.
8. With large commercial construction in the Madison Village/Overlook areas, such as a hotel, and/or the construction of 30 homes in the proposed subdivisions west of the Moonlight Golf Course area, named in the 2017 ODP Update as South Jack, Golf Course, Lower Hillside, Hidden Lake and Three Peaks, Moonlight will: deed a 1.0 acre site to the Big Sky Fire District; and build a 2-bay storage facility on said site with doors 13' high by 12' wide and 20' wide by 50' long bays.
9. Include a comprehensive map of established emergency routes with each subdivision submittal.
10. Provide an update on a comprehensive evacuation plan for the area with each subdivision submittal.

H. Effects on Other Resources in the County

Finding (other resources): Acceptable as proposed.

I. Effects on the Local Economy

Finding (local economy): Acceptable with additional mitigation to that proposed.

1. A detailed analysis of anticipated tax revenues is to be included with each development application.
2. Include with each development application a quantified economic impact on both Gallatin and Madison County.

J. Effects on Public Services Provided by Other Entities in the County

Finding (other public services): Acceptable as proposed.

K. Legal and Physical Access

Finding (legal and physical access): Acceptable with mitigation in addition to that proposed.

1. An updated traffic information study is to be provided with each development proposal. The need for a traffic impact study will be determined during the pre-application phase of each specific development proposal. The assumptions and trip generation rates used in the study are to be reviewed and approved by Madison County before the study is completed.
2. Access to private property west of Moonlight Basin will need to be considered as development in the South Jack area is planned.
3. The upper gate blocking the public portion of Jack Creek Road by Strawberry Ridge is relocated on or before September 15, 2018.
4. A status report on progress toward establishing a transportation system between Madison Valley and Big Sky is to be provided with each subdivision application.
5. A status report on the Jack Creek Road slide repair progress is to be provided with each subdivision application.
6. A status report on progress toward improving emergency access is to be provided with each subdivision application.
7. Include a comprehensive map of established emergency routes with each subdivision submittal.

L. Park Dedication

Finding (park dedication): Not applicable at this time. 1200+/- acres of area referred to as ski terrain in the deed to CH MB Ski Owners LLC does not have a restriction on that use. Future waivers of parkland dedication may be considered with each subdivision proposal, which is to include an updated list of all open space tracts and their intended uses, and other properties dedicated to recreation/open space uses.

M. Substantial Compliance with the Growth Policy

Finding (growth policy): Substantially complies with the growth policy, provided the residential units are capped at 1,651 and with additional mitigation to that proposed and discussed in other sections and in the Growth Policy Evaluation Checklist.

N. Development Standards for Condominium Projects

Findings (condominium projects): Not applicable as no specific development is proposed at this time.

O. Development Standards for Commercial and Industrial Subdivisions (IV-B.4)

Findings (commercial and industrial subdivision): Not applicable as no specific development is proposed at this time.

P. Planned Unit Development

Findings (planned unit development):

1. Four of the 5 purposes of a planned unit development are met by the ODP.
2. Waiver #1 to allow street name signs of white/silver letters on a brown background instead of white letters on a green background as described in Figure 16, Part 4 of the ODP application applies to all future subdivisions.
3. Waivers #2-7 are not appropriate as blanket waivers. They may be considered as appropriate with subsequent subdivision applications.

Q. Overall Development Plan Requirements

Findings (overall development plan requirements): Acceptable with mitigation in addition to that proposed.

1. A provision for funding a permanent paid employee to enforce the wildlife and natural resource protection covenants is to be in place prior to final plat approval for any subdivision in the Moonlight Territory or South Jack areas. The position may be part-time until the 100th unit in the Moonlight Territory and/or South Jack areas is approved, at which time it is to be a full-time position. This position may not be eliminated without consultation with the Madison County Planning Board and prior review and approval by Madison County Board of Commissioners.
2. Conservation easement prohibiting further subdivision or reduction in size is to be placed on all future 160-acre exempt ranch parcels in the Moonlight Territory area within 5 years of the ODP approval. The conservation easement shall prohibit further subdivision or reduction in size, be effective into perpetuity, include designated building envelope(s), and prohibit multi-unit rental developments such as hotels, lodges, or condominium units. The building/disruption area is to be based on best available science to reduce impacts on wildlife and natural resources. The area outside the building envelope is to be managed to preserve wildlife habitat values and the wild nature of the property.
3. .A comprehensive recreation plan for multiple recreation types and styles is to be completed within 5 years of ODP approval for the entire Moonlight Basin Ranch, with high sensitivity to wildlife areas.
4. Conditions described in other sections apply to the ODP.
5. Twenty copies of the complete final ODP submittal to replace the October 2017 version is to be provided to Madison County by October 26, 2018.

APPROVAL CONDITIONS

Based on the preliminary findings of fact and the Planning Board recommendations the final plat approval is subject to the following conditions:

[Waiver]

W1. Street name signs may be white/silver letters on a brown background instead of white letters on a green background as described in Figure 16, Part 4 of the application. *IV-A.9.j, IV-B.b(5), MCSR 3/2018; 76-3-608, MCA*

[General ODP Conditions]

1 - ODP Any and all adopted State and County requirements and standards which apply to this proposed ODP must be met unless otherwise waived for cause by the governing body. *II-H and Chapter IV, MCSR 3/2018*

2 - ODP Once accepted, an ODP remains in effect for ten years. The developer may amend the ODP as part of any future subdivision review application. *II-C 6, MCSR 3/2018*

3 - ODP Future modification of any elements of the ODP cannot be made without County review and approval. *II-C 6, MCSR 3/2018*

4 - ODP A maximum of 1,651 residential units is allowed for the entire Moonlight Basin development. Approximately 270,000 square feet of commercial space, including club facilities, skier services, food and beverage outlets, and retail; and employee housing of up to 200 units (not included in cap) is also allowed. The development in the Moonlight Territory outside of Lee's Pool is limited to a maximum of 84 units in the Moonlight Territory Reserves I, II and III, with the remainder allocated to 160-acre exempt ranch units. *II-C, MCSR 3/2018.*

5 - ODP With large commercial construction in the Madison Village/Overlook areas, such as a hotel, and/or the construction of 30 homes in the proposed subdivisions west of the Moonlight Golf Course area, named in the 2017 ODP Update as South Jack, Golf Course, Lower Hillside, Hidden Lake and Three Peaks, Moonlight will: deed a 1.0 acre site to the Big Sky Fire District; and build a 2-bay storage facility on said site with doors 13' high by 12' wide and 20' wide by 50' long bays. *IV-A.14, 23, MCSR 3/2018; 76-3-504, 608, MCA.*

6 - ODP A provision for funding a permanent paid employee to enforce the wildlife and natural resource protection covenants is to be in place prior to final plat approval for any subdivision in the Moonlight Territory or South Jack areas. The position may be part-time until the 100th unit in the Moonlight Territory and/or South Jack areas is approved, at which time it is to be a full-time position. This position may not be eliminated without consultation with the Madison County Planning Board and prior review and approval by Madison County Board of Commissioners. *II-C, D and IV-A.23, MCSR 3/2018; 76-3-501, 603, MCA*

7 - ODP A comprehensive recreation plan for multiple recreation types and styles for the entire Moonlight Basin is to be completed within 5 years of ODP approval. *II-C, IV-A.17, IV-B.7, MCSR 3/2018; 76-3-501, 603, MCA*

8 - ODP The upper gate blocking the public portion of Jack Creek Road by Strawberry Ridge is relocated on or before September 15, 2018. *II-H.3, MCSR 3/2018; 76-3-501, 603, MCA*

9 - ODP Conservation easement prohibiting further subdivision or reduction in size is to be placed on all future 160-acre exempt ranch parcels in the Moonlight Territory area within 5 years of the ODP approval. The conservation easement shall prohibit further subdivision or reduction in size, be effective into perpetuity, include designated building envelope(s), and prohibit multi-unit rental developments such as hotels, lodges, or condominium units. The building/disruption area is to be based on best available science to reduce impacts on wildlife and natural resources. The area outside the building envelope is to be managed to preserve wildlife habitat values and the wild nature of the property. *II-C, MCSR 3/2018; 76-3-501, 603, MCA*

10 - ODP Twenty copies of the complete final ODP submittal to replace the October 2017 version is to be provided to Madison County by October 26, 2018. *II-C, MCSR 3/2018; 76-501 and 603, MCA*

11 - ODP Develop and implement a scientifically rigorous wildlife monitoring program covering all of Moonlight property, to be performed by a professional wildlife biologist at all seasons. *II-C, IV-A.23, MCSR 3/2018; 76-501 and 603, MCA*

12 - ODP Provide and implement plans for a permanent fix to the persistent slide area on Jack Creek Road. *IV-A.9.i., MCSR 3/2018; MCA 76-3-504, 608, MCA*

[Subdivision –specific ODP Conditions]

13 - ODP Include a comprehensive map of established emergency routes with each subdivision submittal. Any proposed subdivision shall be required to have an emergency access. *II-C, IV-A.9 and 10, MCSR 3/2018; 76-3-501 and 603, MCA*

14 - ODP A status report on progress toward improving emergency access is to be provided with each subdivision application. *II-D, and IV-A.9-10, MCSR 3/2018; 76-3-603, MCA*

15 - ODP Provide a subdivision specific geotechnical assessment with each preliminary plat/plan application. The geotechnical assessment is to address all proposed road and building site locations. *IV-A 3 and 21, MCSR 3/2018; 76-3-504 and 76-3-608, MCA*

16 - ODP With each preliminary plat/plan application provide a subdivision specific and cumulative evaluation to the area at large of anticipated and documented impacts on wildlife and wildlife habitat as well as evidence of current and proposed steps taken to limit impacts to wildlife and wildlife habitat. The assessment is to consider the year-round impacts on wildlife and wildlife habitat. WildPlanner is a tool that can help analyze various scenarios and road alignments prior to making final design decisions. *IV-20 MCSR 3/2018; 76-3-504 and 76-3-608, MCA*

17 - ODP Moonlight is to provide proof of efforts to develop and enforce adherence by contractors and short-term visitors as well as owners and tenants to wildlife safety, especially food storage and garbage handling. *IV-20, MCSR 3/2018; 76-3-504 and 608, MCA*

18 - ODP Address the development standards for commercial and industrial subdivisions with the preliminary plat applications intended to include commercial and/or industrial uses. *IV-B.4, MCSR 3/2018; 76-3-504 and 76-3-608, MCA*

19 - ODP Address the condominium development standards and the provisions of the Montana Unit Ownership Act are with each preliminary plan/plat application that includes condominium development. *IV-B.6, MCSR 3/2018; 70-23-102 through 70-23-703, MCA*

20 - ODP Provide updated employee housing status with each preliminary plan/plat submittal. *IV-B.5, MCSR 3/2018; 76-3-504 and 76-3-608, MCA*

21 - ODP Provide subdivision specific proposal to limit or prevent impacts to water quality as well as evidence of recent and current steps taken to protect water quality in the form of a DEQ storm water management plan. *IV-A 16 MCSR 3/2018; 76-3-504 and 76-3-608, MCA*

22 - ODP Provide a water and wastewater capacity analysis with each development submittal, including number of units on the systems, capacity remaining on the existing facilities, and anticipated capital improvements to the systems. *IV-A.16, MCSR, 4/2015; 76-3-504, 608, MCA*

23 - ODP Provide a water rights status summary with each subdivision application showing current water rights, the number of units served, the remaining capacity and rights applied for with the number of units to be served. *IV-A.14.c.(2), 16, MCSR, 4/2015; 76-3-504, 608, MCA*

24 - ODP A waiver of the right to protest creation of RIDs for road and/or public health and safety improvements serving the development will be required with each plat. *IV-A.9.a-h, MCSR 3/2018; 76030608, MCA*

25 - ODP A notarized declaration of "Right to Farm and "Emergency Services Information" must be filed with each final plat. *II-H.2 and II-H.4.a-c, MCSR 3/2018; 76-3-611, MCA*

26 - ODP An updated traffic information study is to be provided with each development proposal. The need for a traffic impact study will be determined during the pre-application phase of each specific development proposal. The assumptions and trip generation rates used in the study are to be reviewed and approved by Madison County before the study is completed. *IV-A.9.b, MCSR 3/2018; 76-3-608, MCA*

27 - ODP Provide a subdivision-specific avalanche risk with each preliminary plat application submitted. *IV-A.3, MCSR 3/2018; 76-3-504, 608, MCA*

28 - ODP Supply a detailed analysis of anticipated tax revenues with each development application. Quantify the economic impact on both Madison and Gallatin County. *II-C.4, Appendix 10, MCSR 3/2018; 76-3-608, MCA*

29 - ODP A status report on progress toward establishing a transportation system between Madison Valley and Big Sky is to be provided with each subdivision application. *II-D, IV-A.23, MCSR 3/2018; 76-3-501, 603, MCA*

30 - ODP A status report on the Jack Creek Road slide repair progress is to be provided with each subdivision application. *II-C and D, and IV-A. 9 and 23, MCSR 3/2018; 76-3-501 and 603, MCA*

31 - ODP Provide a site specific fire evacuation plan acceptable to the Big Sky Fire Department with each development submittal. Provide an update on a comprehensive evacuation plan for the area with each subdivision submittal. *II-D, IV-A.14 and 23, MCSR 3/2018; 76-3-501, 504, 603 and 608, MCA*

32 - ODP Access to private property west of Moonlight Basin will need to be considered as development in the South Jack area is planned. *II-D and IV-A.9, MCSR 3/2018; 76-3-501 and 603, MCA*

Suggestion to Developer:

Include natural resource stakeholders in evaluating buffer areas along riparian and wetland areas in subdivision design to increase protection and reduce impact to these waterways.

In accordance with Montana state law, the developer may appeal Madison County's decision on this overall development plan within 30 days of the written decision by the Madison County Commissioners. The Board of Madison County Commissioners has granted preliminary approval for the Moonlight Basin Overall Development Plan 2018 Update.

Dated this 18th day of September, 2018.

Ronald E. Nye, Chairman
Board of Commissioners
Madison County

c: Charity Fechter, Planning Director
Kathleen Mumme, Clerk and Recorder
Dustin Tetrault, Director of Emergency Management
Van Puckett, Sanitarian

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix C

Subdivision Guarantee

Security Title Company

Serving Gallatin, Madison and Park Counties
600 South 19th Avenue, P.O. Box 6550, Bozeman, MT 59771-6550
406 .522.5500 | Fax: 406.522 5501 | SecTitle.com

INVOICE

DATE: 5/31/2019

BILL TO:
Lone Mountain Land
P.O. Box 160040
Big Sky, MT 59716

ORDER NO. M-19-148

ATTN:

ORDER INFORMATION
REFERENCE: Lee's Pool Subdivision P.U.D.

DATE	DESCRIPTION	CHARGE
5/31/2019	Subdivision Guarantee	$ 125.00
	TOTAL:	**$ 125.00**

Guarantee (Subdivision Guarantee)

SG-08011485

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company GUARANTEES the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued through the Office of:

Security Title Company of Montana
600 South 19th Avenue
Bozeman, MT 59718

Authorized Signature

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

By *President*

Attest *Secretary*

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

(a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

(b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.

(c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

(d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.

(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to

establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative ofthe Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company

offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Asured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

Form 1282
CLTA Guarantee
Face Page

GUARANTEE

ORDER NO.: M-19-148

FEE: $125.00

Old Republic National Title Insurance Company

a corporation, herein called the Company

GUARANTEES

MB MT Acquisition LLC

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN,

Dated: May 22, 2019 at 7:30 a.m.

Old Republic National Title Insurance Company

By: President

Attest: Secretary

AUTHORIZED SIGNATORY:

GUARANTEE

FEE: **$125.00**

SUBDIVISION OR
PROPOSED SUBDIVISION:

GUARANTEE NO.: **SG-08011485**

PRELIMINARY PLAT OF LEE'S POOL SUBDIVISION P.U.D., IN MADISON COUNTY, MONTANA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY, GUARANTEES:

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH **MADISON** COUNTY SUBDIVISION REGULATIONS,

In a sum not exceeding $5,000.00.

THAT according to those public records which, under the recording laws of the State of Montana, impart constructive notice of matters affecting the title to the lands described on the attached legal description

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of **Madison** County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are: **MB MT Acquisition, LLC, a Limited Liability Company**

(B) Parties holding liens or encumbrances on the title to said lands are:

1. General and special taxes and assessments for the year 2019 are a lien, but not yet computed or payable.

   General and special taxes and assessments for the year 2018; first installment shows paid in the amount of $158.25; second installment shows paid in the amount of $48.35. Parcel No. 28009600. (Affects this and other real property)

(C) Easements, claims of easements and restriction agreements of record are:

1. County road rights-of-way not recorded and indexed as a conveyance in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A.

2. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded survey of Certificate of Survey No. 2474, recorded in Book 7 of Surveys, Page 2474 and Certificate of Survey No. 2508, recorded in Book 7 of Surveys, Page 2508, records of Madison County, Montana, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

3. Terms, conditions, restrictions and all other disclosures contained in the Overhead Electric Right of Way Easement to The Montana Power Company, recorded February 16, 1988 in Book 328, Page 795, records of Madison County, Montana. (Affects portions of Sections 33 and 34, Township 5 South, Range 2 East, and Sections 1, 2, 3, 12, 13 and 24, in Township 6 South, Range 2 East, P.M.M., and other real property)

   Deed conveying all existing easements from Northwestern Energy, L.L.C., formerly known as The Montana Power, L.L.C., successor by merger to the remaining utility business of The Montana Power Company to Northwestern Corporation, recorded December 4, 2002 in Book 477, Page 458, Document No. 89587, records of Madison County, Montana.

4. Terms, conditions and all other disclosures contained in Easement granted to 3 Rivers Telephone Cooperative, Inc., recorded October 13, 1994 in Book 384, Page 464, records of Madison County, Montana. (Affects portions of Sections 2, 3, 6, 11, 12, 13 and 24, in Township 6 South, Range 2 East, and portions of Sections 31, 32, 33 and 34, in Township 5 South, Range 2 East, P.M.M., all in Madison County, Montana)

5. Terms and conditions of Grant of Public Access Easement, dated June 30, 2008 and recorded July 10, 2008, Document No. 126868, records of Madison County, Montana.

6. Terms, conditions, restrictions and all other disclosures contained in Assignment of Development Rights, executed by MT Moonlight Basin Resort OPS LLC, a Delaware limited liability company to MB MT Acquisition LLC, a Delaware limited liability company, recorded October 1, 2013, Document No. 152841, records of Madison County, Montana.

7. Terms, conditions, restrictions and all other disclosures contained in Madison County Weed Board, filed September 18, 2017, File No. 111-B, Document No. 174557, records of Madison County, Montana.

Old Republic National Title Insurance Company

AUTHORIZED SIGNATORY:

Legal Description

A tract of land, said tract being Tract A1 of Certificate of Survey filed in Book 7 of Surveys, Page 2508, records of Madison County, Montana, said tract being located in the Northwest, Northeast, Southeast and Southwest Quarters of Section 12, Township 6 South, Range 2 East, Principal Meridian Montana, Madison County, Montana.

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix D

- **Covenants**
- **Bylaws**
- **Articles of Incorporation**
- **Condominium Declaration**

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Declaration of Master Covenants, Conditions and Restrictions For Moonlight Basin Community Madison County, Montana

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Declaration of Master Covenants, Conditions and Restrictions for Moonlight Basin Community, Madison County, Montana

This Declaration of Master Covenants, Conditions and Restrictions for Moonlight Basin Community ("**Master Declaration**") is made this 8th day of January, 2015, by MB MT Acquisition LLC, a Delaware limited liability company (the "**Declarant**"). All capitalized terms used herein are defined in **Article 2** below.

Article 1
Declaration – Purposes

1.1 General Purposes.

(a) Declarant owns certain real property located in Madison County, Montana and intends to develop said real property as part of a larger, integrated community known as the Moonlight Basin Community.

(b) The Moonlight Basin Community is a master planned community which could accommodate up to approximately 1,651 residential units (as such term is described in the Overall Development Plan) on approximately 8,000 acres of land, and as of the date hereof includes areas designated for skiing, golfing, and other recreational activities. The Property is a portion of the Moonlight Basin Community. It is expected that the development of the Moonlight Basin Community might continue for many years.

(c) The Moonlight Basin Community Association (the "**Association**") is a Montana nonprofit corporation formed to **(i)** hold, manage, and maintain certain property for the common benefit of some or all of the Members, Licensees, Invitees and members of the general public within the Property; **(ii)** administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby; **(iii)** collect and enforce the Assessments, charges, and liens imposed pursuant hereto; and **(iv)** act for all other purposes set forth in this Master Declaration, the Articles and Bylaws and the other Governing Documents. This Master Declaration defines certain rights and obligations of Members, Licensees, Invitees and members of the general public within the Property with respect to the Association and with respect to the Functions undertaken and the Facilities held or maintained by the Association.

(d) By this Master Declaration, Declarant intends to establish a means to provide for and maintain areas within the Property as a pleasant and desirable environment for all Persons residing, visiting or doing business therein. The Moonlight Basin Community is in a unique mountain setting with high natural, scenic, recreational, economic and wildlife value. This Master Declaration is adopted to preserve and maintain the foregoing values of the Property for the benefit of all Persons residing, visiting or doing business therein.

(e) It is contemplated that the Property, subject to any annexation or withdrawal of real property as permitted herein, may be expanded to include Existing

Developments as well as areas for which further subdivisions may be platted. Declarant reserves the right to develop all portions of the Property in accordance with the Overall Development Plan or as otherwise permitted under law, regardless of whether said portions of the Property were originally subject to or ever become subject to the Overall Development Plan.

1.2 **Declaration.** To further the general purposes herein expressed, Declarant, for itself, its successors and assigns, hereby declares that the property described in **Exhibit A** attached hereto and any property subsequently added, annexed or subjected to this Master Declaration (collectively, the "**Property**") shall, at all times, be owned, held, used, occupied, sold and conveyed subject to the provisions of this Master Declaration, which shall run with the Property and burden and benefit all portions of the Property, the Declarant, the Association, and all other parties having any right, title or interest in the Property or any portion thereof, and their respective heirs, devisees, personal representatives, successors and assigns and any occupants and users of the Property. Each Member, Licensee, Invitee or other Person who obtains any interest in the Property or uses the Property, by accepting or using such interest or using the Property agrees to abide by the provisions of the Governing Documents and to cooperate with the Association and the Declarant in their efforts to enforce such provisions.

Article 2
Definitions

The words and terms used herein shall have the definitions and meanings as defined herein.

2.1 **Act.** Act means the Montana Nonprofit Corporation Act, §35-2-113 *et seq.*, MCA, as amended.

2.2 **Affirmative Vote of a Majority of the Classes.** The Affirmative Vote of a Majority of the Classes means and shall be achieved on any particular matter if (and only if) all of the following occur: **(a)** the Class B Member votes in favor of such matter, and **(b)** the affirmative vote of a majority of the other Classes of Members which have Members entitled to vote on such matters (other than Class B), voting as separate Classes. The affirmative vote of a majority of a Class other than Class B shall require **(i)** a Class quorum, as defined in the Bylaws, and **(ii)** the votes of a majority of the Members of such Class entitled to vote on such matter and present at such meeting in person, by proxy, or by written ballot (as more fully described in the Bylaws). Notwithstanding the foregoing, upon the effective resignation of the Class B Member, the favorable vote of the Class B Member shall no longer be required under **clause (a)** above.

2.3 **Annexable Area.** Annexable Area means the Existing Developments and the undeveloped portions of the Moonlight Basin Community that are described on **Exhibit D**. Unless and until such Annexable Areas are included as part of the Property pursuant to the terms in **Article 13** in a writing recorded in the Public Record, the Annexable Area is not deemed to be part of the Property.

2.4 **Antenna.** Antenna means any cell tower, television or radio antenna, "C.B." antenna, satellite dish, over the air reception device, microwave transmitting or receiving

antenna, or other antenna, transmitting or receiving device or communications structure or equipment of any type.

2.5 **Approved Antenna.** Approved Antenna shall have the meaning given in **Section 7.23.**

2.6 **Articles of Incorporation or Articles.** Articles of Incorporation or Articles means the Articles of Incorporation of the Association as filed with the Montana Secretary of State and any amendments and restatements thereto from time to time.

2.7 **Assessments.** Assessments mean, collectively, the categories of assessments as established herein and in **Exhibit C** attached hereto, being Common Assessments, Community Transfer Assessments, Default Assessments, Special Assessments, and Special Benefits Area Assessments, or any other assessments as may be established by the Board.

2.8 **Association.** Association has the meaning given to it in **Section 1.1(c)**, which meaning shall include successors and assigns.

2.9 **Association Expenses.** Association Expenses means allocations to reserves for, and all costs, expenses and liabilities incurred by or on behalf of the Association for **(a)** acquiring, leasing, renting, designing, constructing, managing, operating, maintaining, repairing, replacing and improving Facilities; **(b)** administering and enforcing the Governing Documents; **(c)** levying, collecting and enforcing the Assessments, charges, liens, and other expenses imposed pursuant to the Governing Documents; **(d)** regulating and managing the Property; **(e)** performing any and all Functions permitted by this Master Declaration or any Governing Document; **(f)** operating the Association; and **(g)** any other cost or expense legally incurred by the Association.

2.10 **Board of Directors or Board.** Board of Directors or Board means the body responsible for administration of the Association, as established in the Bylaws.

2.11 **Building Envelope.** Building Envelope means the area that may be shown within each Site on a Plat recorded in the Public Record or on a building envelope plan on file with Madison County, Montana or with the Association that specifies the boundaries within which Improvements may be constructed.

2.12 **Business.** Business means any commercial, retail or service enterprise, including, without limitation, restaurants, shops, offices offering medical, legal, accounting, engineering, real estate, property management or repair services and facilities providing the point of sale for recreational services such as horseback riding, skiing and snowboarding, ski school instruction, guiding, golfing or other seasonal recreational activities; any Lodge; and, without deeming such uses permitted hereunder, any manufacturing, industrial, warehouse, logistics, storage, or other non-residential use of property; but shall exclude **(a)** home occupations and **(b)** any leases for Antennas and other similar uses as determined by the Association and otherwise permitted hereunder.

2.13 **Business Class.** Business Class means a membership class that may be created pursuant to **Exhibit B**. This class of members shall be all those Owners where any type of Business (including a Lodge), except home occupations and rentals of Residential Sites as permitted under **Section 7.2**, is operated upon their Sites.

2.14 **Bylaws.** Bylaws means the Bylaws of the Association adopted by the Association and any amendments and restatements thereto from time to time.

2.15 **Certificate of Survey.** Certificate of Survey means a drawing of a field survey prepared by a registered surveyor for the purpose of disclosing facts pertaining to boundary locations that creates a parcel pursuant to the requirements of the Montana Subdivision and Platting Act and the applicable requirements of Madison County, Montana.

2.16 **Change in Control Date.** Change in Control Date means the date upon which Declarant control terminates which shall be the later of **(a)** the twenty-fifth anniversary of the recording of this Master Declaration in the Public Record, or **(b)** sixty (60) days after conveyance of ninety (90%) percent of the maximum number of residential units permitted by the Overall Development Plan to a Person other than Declarant or an affiliate thereof. As of the date of this Master Declaration, 1,651 residential units are permitted under the current Overall Development Plan. This number may be amended and increased pursuant to any amendment to the Overall Development Plan as is permitted hereunder, and such amended or increased amount shall be used in the calculation of the Change in Control Date.

2.17 **Class or Classes.** Class or Classes means the various voting classes as set forth in **Exhibit B** attached hereto and incorporated herein by reference.

2.18 **Class B Member.** Class B Member means the Declarant.

2.19 **Common Assessment.** Common Assessment has the meaning given to it in **Section 1.1(a)** of **Exhibit C**.

2.20 **Community Transfer Assessment.** Community Transfer Assessment has the meaning given to it in **Section 1.2(a)** of **Exhibit C**.

2.21 **Construction Activity.** Construction Activity means any site preparation, landscaping, sign erection, construction, reconstruction, change, modification, alteration, enlargement or material maintenance of any Improvements or real property within the Property, or any physical changes in the use of any Site or other property or building or structure thereon; provided, however, that after initial construction of any Improvement on a Site is completed, Construction Activity shall not include any activities within the interior of such Improvements that do not have a material impact on the exterior of such Improvements, except a change in the use thereof.

2.22 **Declarant.** Declarant means MB MT Acquisition LLC and any Person that is designated by a written instrument as a successor or assignee of Declarant under this Master

Declaration recorded in the Public Record, or who succeeds as Declarant pursuant to the terms of **Article 6**.

2.23 **Declarant Control Period.** Declarant Control Period means the period commencing on the date on which this Master Declaration is recorded in the Public Record and ending on the Change in Control Date.

2.24 **Declarant Special Member.** Declarant Special Member means the Declarant during the Declarant Control Period.

2.25 **Declarant's Rights.** Declarant's Rights has the meaning given to it in **Section 6.7**.

2.26 **Default Assessment.** Default Assessment has the meaning given to it in **Section 1.3** of **Exhibit C**.

2.27 **Design Guidelines.** Design Guidelines mean any instruments adopted by the DRB, or over which the DRB has accepted jurisdiction, for the regulation and management of the Property or any portion thereof with respect to any matter that the DRB is authorized to review or for which the DRB is authorized to establish standards, as the same may be amended from time to time.

2.28 **Direct Benefit.** Direct Benefit means that the proceeds of the Community Transfer Assessment are used exclusively to support maintenance and improvements to the Property, and acquisition, improvement, administration, and maintenance of Facilities and used primarily for the benefit of Members of the Association. Direct Benefit also includes promotional, cultural, educational, charitable, recreational, environmental, conservation or other similar activities that are conducted by or on behalf of the Association and for the benefit of the entire Property and/or the Members. To the extent that any governmental restrictions (including but not limited to the provisions of 12 CFR Part 1228 or any successor thereto) as to the use of private transfer fees are amended to remove or expand the Direct Benefit requirement so that it is less restrictive, then the provisions of this Master Declaration may be similarly deemed to remove or expand the Direct Benefit requirement so that it is less restrictive, such interpretation to be at the discretion and election of the Association.

2.29 **DRB.** DRB means the Design Review Board as established pursuant to **Article 8**.

2.30 **Eligible Holder.** Eligible Holder shall have the meaning given in **Section 12.1(a)**.

2.31 **Existing Association.** Existing Association means an association of property owners for an Existing Development that is within the Moonlight Basin Community that is not part of the Property at the time of the recording of this Master Declaration, but which may be annexed into the Property and made subject to this Master Declaration at a later time pursuant to the terms of this Master Declaration.

2.32 **Existing Developments.** Existing Developments means the real property described in the Plats or Certificates of Survey that are adjacent to or near the Property, which were originally platted by Moonlight Basin Ranch Limited Partnership, or Moonlight Basin Ranch, Inc., but are not part of the Property, and which exist as of the date of this Master Declaration.

2.33 **Facility.** Facility means any real estate or Improvement within the Moonlight Basin Community or that serves the Moonlight Basin Community **(a)** that is owned by the Association, **(b)** that is owned by a Person other than the Association, but in which the Association or an Owner benefits from or has rights of use or possession, or **(c)** during the Declarant Control Period, that is part of the Moonlight Basin Community and either **(i)** is designated by Declarant as a Facility by executing an instrument and filing the same in the records of the Association, or **(ii)** is indicated for similar use on a Plat, for the use or benefit of one or more Member, Licensee, Invitee or member of the general public.

2.34 **Federal Mortgage Underwriter.** Federal Mortgage Underwriter means governmental (including, but not limited to, a governmental sponsored enterprise) or nation-wide institutional lender or purchaser of mortgage loans or governmental or provider of credit support for mortgage loans or securitized mortgage loans, including, but not limited to, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the United States Veterans Administration and their respective successors and assigns.

2.35 **Function.** Function means any activity, function or service listed in this Master Declaration which is required to be or may be undertaken or performed by the Association as well as any activity, function or service otherwise undertaken or performed by the Association.

2.36 **Golf Course Property.** Golf Course Property means the property within the Moonlight Basin Community owned and operated for a golf course and for commercial, recreational and/or social purposes, as generally depicted on **Exhibit E**. This property may include, without limitation, whether now or hereafter existing, the golf course, driving range, chipping and putting areas, clubhouse (inclusive of bar and restaurant facilities), maintenance shop and associated structures, ski facilities, and related commercial, recreational and social facilities. As of the date of the recording Master Declaration, the Golf Course Property is not part of the Property, is not a Site, and the owner or the Golf Course Property is not an Owner or Member hereunder by virtue of owning the Golf Course Property. At any time during the Declarant Control Period, the Declarant may amend, it its sole discretion, from time to time, the description set forth in this Section of the Golf Course Property to more accurately describe the Golf Course Property, and the consent of no other party shall be required.

2.37 **Governing Documents.** Governing Documents collectively means this Master Declaration, Bylaws, Articles, Rules and Regulations, Design Guidelines, and resolutions of the Board, all as amended from time to time.

2.38 **Hazard Area.** Hazard Area means Resort Areas, a National Forest, forests, wildlife habitat, steep slopes, lakes and wildlife conservation areas.

2.39 **Improvements.** Improvements means all structures and appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, all exterior surfaces including the surface finish thereof; Transportation Systems; snowmaking facilities; night skiing facilities and illumination equipment for trails, bridges and other amenities that are part of the Property; security systems; mailbox structures; decks; canopies; patios; awnings; gardens; sprinkler systems and other landscaping; planting, clearing, or removing of trees, shrubs, grass, or plants and appurtenances; ponds and water tanks; drainage, detention, retention facilities and culverts; monuments; entertainment and recreational areas, amenities and facilities; swimming pools; ice rinks; skating ponds; saunas; steam baths; clubhouses; facilities to accommodate Invitees and visitors; central waste collection and disposal facilities; paving and parking areas; malls; ducts; shafts and flues; conduit installation areas; storage facilities for supplies and equipment; fences; gates; fire breaks and fire prevention works; screening walls; earth walls, retaining walls, cuts and fills associated with any improvements; lighting; signage; pipelines, lift stations, pumps; utilities of any sort; Antennae; communication facilities and lines; management offices; environmental monitoring equipment and facilities; ground water facilities; waterways; the demolition or destruction by voluntary action of any structure or appurtenance thereto of every type and kind; grading, excavation, filling, or similar disturbance to the surface of the land including, but not limited to, change of grade, change of ground level, change of drainage pattern, change of stream bed or change of any existing surface contour; equipment related to the foregoing; and all types of structures, facilities and improvements that a governmental or quasi-governmental entity may be empowered by law from time to time to construct.

2.40 **Internal Revenue Code.** Internal Revenue Code means the Internal Revenue Code of 1986, as amended, and the corresponding provisions of any subsequent federal tax laws.

2.41 **Interval Ownership.** Interval Ownership means the holding of rights by which ownership of real property is subject to programs of ownership or use for the operation of a timesharing, fractional ownership, fraction sharing or similar shared or scheduled occupancy program. There shall be no Interval Ownership at the Property except with the consent of **(a)** the Owner of such Site, and **(b)** the Declarant during the Declarant Control Period, and thereafter the Association.

2.42 **Invitee.** Invitee means any family member, customer, agent, employee, independent contractor, guest or invitee of a Member.

2.43 **Licensee.** Licensee means any Person who occupies or uses a Site or portion thereof pursuant to a lease, license, occupancy agreement, concession agreement or under color of any other arrangement with an Owner.

2.44 **Lodge.** Lodge means a building (or portion of a building) containing lodging facilities that are predominately intended or used for the overnight accommodation of tourists, short term guests, long-term occupancy or permanent guests for compensation, but a Lodge shall not include the portions of any such building that are used for Residential Sites or Sites used for the operation of any other type of Business. The term Lodge shall include, but is not limited to, motels, hotels and similar structures.

2.45 **Mark Holder.** Mark Holder has the meaning given to it in **Section 14.8**.

2.46 **Master Declaration.** Master Declaration has the meaning given to it in the Preamble hereto, which meaning shall include all amendments, restatements or supplements hereafter recorded in the Public Record.

2.47 **MCA.** MCA means the Montana Code Annotated 2013 and any subsequent amendments.

2.48 **Member.** Member means a Person holding a membership in the Association pursuant to **Article 4** of this Master Declaration.

2.49 **Membership.** Membership means a membership in the Association that is appurtenant to the ownership of a Site.

2.50 **Moonlight Alpenglow.** Moonlight Alpenglow means Moonlight Alpenglow, Inc., a Montana nonprofit corporation, which holds certain rights and performs certain obligations in relation to certain of the Existing Developments.

2.51 **Moonlight Basin Community.** Moonlight Basin Community means the Property, the Mountain Ski Area, any Golf Course Property, the Existing Developments, the Annexable Area, and any other property developed in the surrounding area by Moonlight Basin Ranch Limited Partnership, or Declarant.

2.52 **Mountain Ski Area.** Mountain Ski Area means the Moonlight Basin Ski Area (or by whatever name it may from time to time be known) operated for downhill skiing and summer recreation. The Mountain Ski Area is not part of the Property and is not a Site. At any time during the Declarant Control Period, the Declarant may amend, in its sole discretion, from time to time, the description set forth in this Section of the Mountain Ski Area to more accurately describe the Mountain Ski Area, and the consent of no other party shall be required.

2.53 **Overall Development Plan or ODP.** Overall Development Plan or ODP means the Moonlight Basin Ranch Amended Overall Development Plan dated 2007 and as approved by the Board of Madison County Commissioners at its meeting on November 27, 2007 and as may be subsequently amended, modified, restated or otherwise changed with the approval of the Board of Madison County Commissioners. The inclusion of property within the ODP shall not, under any circumstances, obligate Declarant to subject such property to this Master Declaration, nor shall the omission of any property from the ODP bar its later submission to this Master Declaration in the manner provided herein for the expansion of the Property. The ODP is intended to be dynamic and, subject to land use regulations of governmental entities, the ODP may be changed by Declarant at any time for any reason with the approval of the Board of Madison County Commissioners and without requiring the consent of any other Person. The entirety of the Property is not required to be part of the ODP, and as of the date of this Master Declaration, not all of the Annexable Area is part of the ODP.

2.54 **Owner.** Owner means the record holder of legal title to the fee simple interest in a Site, but excluding **(a)** contract purchasers or holders only of beneficial title unless the record holder has designated in a writing delivered to the Association that such contract purchaser or beneficial title holder is, until further notice, to be deemed to stand in place of the record holder, **(b)** the Association, **(c)** the owners of the Mountain Ski Area or the Golf Course Property, and **(d)** those having an interest merely as security for the performance of an obligation; provided, however, that such a holder may be subject to payment of Assessments from and after the time of commencement of a foreclosure or other effective transfer procedures until the time that such procedures have been abandoned or completed and all redemption periods have expired. The term Owner shall include Declarant to the extent it is the record owner of fee simple title to a Site.

2.55 **Permitted Household Pets.** Permitted Household Pets has the meaning given to it in **Section 7.16**.

2.56 **Person.** Person means any natural person, corporation, partnership, limited liability company, association, trust, or any other legal entity.

2.57 **Plat.** Plat means a graphical representation of a subdivision within the Moonlight Basin Community showing the division of land into lots, parcels, blocks, streets, alleys, and other divisions and dedications that satisfies the requirements of the Montana Subdivision and Platting Act and Madison County requirements.

2.58 **Property.** Property has the meaning given to it in **Section 1.2**.

2.59 **Public Record.** Public Record means the office of the Clerk and Recorder of Madison County, Montana where land records are recorded or filed.

2.60 **Residential Site.** Residential Site means any Site that has been designated for residential purposes under the ODP and would count against the number of allocated residential units permitted under the ODP, including all home occupancies permitted pursuant to **Section 7.2**, but excluding such Sites that are used for a Lodge, commercial real estate as determined under the ODP and used for such purposes, or Sites used for Businesses.

2.61 **Resort Area.** Resort Area means the Mountain Ski Area, the Golf Course Property, and other recreation areas within the Moonlight Basin Community.

2.62 **Rules and Regulations.** Rules and Regulations mean any instruments adopted by the Association for the regulation and management of the Property or any portion thereof, as the same may be amended from time to time.

2.63 **SFE Ratio.** SFE Ratio has the meaning given to it in **Section 1.1(b)** of **Exhibit C**.

2.64 **SFEs.** SFEs has the meaning given to it in **Section 1.1(b)** of **Exhibit C**.

2.65 **Site.** Site means each parcel of real property within the Property the fee simple interest of which may be conveyed in its entirety to a third party without violating the subdivision regulations of Madison County, Montana as in effect and from time to time amended, including UOA Sites. Notwithstanding the foregoing, real property owned, held, or used in its entirety by the Association shall not be considered a Site, and any parcel designated as open space shall not be considered a Site.

2.66 **Site SFEs.** Site SFEs has the meaning given to it in **Section 1.1(b)** of **Exhibit C**.

2.67 **Special Assessment.** Special Assessment has the meaning given to it in **Section 1.4** of **Exhibit C**.

2.68 **Special Benefits Amenity.** Special Benefits Amenity means a Facility designated for use by or benefiting Members with Sites in a Special Benefits Area and not all Owners within the Property as a whole, or special services or benefits that are provided by the Association to, or primarily for the benefit of, the Sites within a Special Benefits Area.

2.69 **Special Benefits Area.** Special Benefits Area means a group of Sites designated as a Special Benefits Area in a Supplemental Declaration pursuant **Section 3.12** below.

2.70 **Special Benefits Area Assessments.** Special Benefits Area Assessments has the meaning given to it in **Section 1.5(a)** of **Exhibit C**.

2.71 **Special Benefits Area Budget.** Special Benefits Area Budget has the meaning given to it in **Section 1.5(c)** of **Exhibit C**.

2.72 **Special Declarant Rights.** Special Declarant Rights has the meaning given to it in **Section 6.6**.

2.73 **Staff.** Staff means the employees or agents of the Association.

2.74 **Sub-Association.** Sub-Association means an incorporated property owners association, including any condominium association but not including the Association, within the Property. Any governing documents of a Sub-Association are subject to the approval of the Declarant during the Declarant Control Period, and thereafter by the Association.

2.75 **Supplemental Declaration.** Supplemental Declaration means a declaration of protective covenants, which amends or supplements this Master Declaration pursuant to the terms of this Master Declaration, which is recorded in the Public Record and applicable to real property within the Property. Each Supplemental Declaration shall reference the provisions of this Master Declaration, shall state that the provisions of this Master Declaration apply to the property subject to the Supplemental Declaration and the conflict provisions set forth in **Section 3.17**, provided, however that a reference to this Master Declaration in a Supplemental Declaration shall be deemed to incorporate the provisions of this sentence. Each Supplemental Declaration shall describe the property subject to such Supplemental Declaration.

2.76 **Transportation Systems.** Transportation Systems means streets, access roads, mountain and other limited access roads, paths, walkways, walks, driveways and other drives that are not within a Site (except to the extent subject to a platted roadway easement); ski trails, skier bridges, skier tunnels, skiways, sidewalks, trails, skiway supports, ski lifts; snow cats and snowmobiles, gondola, tram, bus, automobile, funicular or rail systems, stations, stops and other related structures; any facilities owned by Declarant or the Association and necessary or useful for transit purpose or other means of transportation to and from or within the Property; and lighting, signage and any other facilities deemed necessary or appropriate for the proper operation and maintenance of such systems.

2.77 **UOA Site.** UOA Site means a condominium unit, townhome, or townhouse that is a legally described division of real property subject to the Unit Ownership Act.

2.78 **Unit Ownership Act or "UOA."** Unit Ownership Act means the Montana Unit Ownership Act, §70-23-101 *et seq.*, MCA as amended, replaced or supplemented.

2.79 **Water & Sewer.** Water and Sewer means MT Moonlight Basin Water & Sewer LLC.

Article 3
Certain Functions and Rights of Association

3.1 **General.** Certain of the Functions described in this **Article 3** are expressly made mandatory performance obligations of the Association. All other Functions described below are voluntary Functions that the Association may, but is not obligated to, elect to provide. For any voluntary Functions, the Association may elect which Functions to perform based on the budget as adopted by the Association.

3.2 **Mandatory Property Maintenance Function; Additional Discretionary Property Management Function.** The Association shall have the obligation, right, and authority to provide or cause another party to provide for the care, operation, management, maintenance, repair and replacement of any or all Facilities. Moreover, the Association may provide for the care and maintenance of other areas of the Property if the Board, in its sole and exclusive discretion, deems such care and maintenance to be necessary or desirable for access to the boundary of or full utilization of any Site or any Improvements within the Moonlight Basin Community. Such Function may include, without limitation, removal of snow from and application of sand and salt to Transportation Systems and operation, management, maintenance, repair, and replacement of Improvements. The Board shall be the sole judge as to the appropriate maintenance, operation, and management of the Facilities and, to the extent that such services are provided by the Association, other areas of the Property.

3.3 **Rights and Obligations as to Existing Developments and Sub-Associations; Managing Agent Function.** The Association may, with the consent of the Declarant, accept and assume any rights and obligations of Declarant in relation to Existing Developments, or of Sub-Associations in relation to any Existing Associations, Sub-Associations, or Existing Developments. In addition, the Association may enter into separate management agreements

with Existing Associations and/or Existing Developments in relation to **(i)** the foregoing rights and obligations, **(ii)** providing design and architectural review services, and **(iii)** assessment collection and administration, and covenant and lien enforcement services.

(a) Assignment, assumption and management agreements entered into pursuant to this **Section 3.3** may be for mutually agreeable compensation, as determined by the Declarant and the Association and the other parties thereto. During the Declarant Control Period, any management agreement may be terminated by the Association only upon obtaining the consent of the Declarant.

(b) In the event that Moonlight Alpenglow assigns to the Association all or any portion of the right, title and interest, assets and obligations of Moonlight Alpenglow in relation to Existing Developments and the Property, and the Association assumes the same, such assignment and assumption shall be recorded in the Public Record by the Association.

3.4 **Public Health and Safety Function.** The Association may provide public health and safety services within or for the benefit of the property within Moonlight Basin Community, including, but not limited to, providing temporary or emergency health care services and facilities, security personnel, security systems, fire protection facilities and equipment, and a fire water system, which may include periodic fire prevention inspections and equipment certifications or the acceptance of certain rights and obligations in relation to the foregoing as to portions or all of the Moonlight Basin Community, provided, however, that prior to providing any of the foregoing services, all required governmentally issued licenses shall be obtained.

3.5 **Solid Waste Collection and Disposal Function.** The Association may provide a designated location or locations for the disposal of all solid waste in the Property or, to the extent otherwise reimbursed, within the Moonlight Basin Community, and to the extent such locations are provided, will contract with a carrier authorized and regulated by the Montana Public Service Commission or other governmental entity for its removal. The Association may also provide a designated location or locations for the disposal of recyclables and contract with a company for its removal.

3.6 **Environmental Function.** The Association may implement programs to educate Members, Licensees, Invitees and members of the general public regarding wildlife, wetlands and other environmental matters pertaining to the Moonlight Basin Community.

3.7 **Promotional Function.** Subject to the provisions of **Section 14.8**, the Association may provide suitable and continuing programs to promote and market the Moonlight Basin Community as a whole, including, but not limited to, advertising and placing articles in news and other media, establishing uniform standards for promotional programs of individual Members, encouraging groups to hold conferences and negotiating arrangements and accommodations for such groups, conducting tour operations, publishing a newsletter, establishing and maintaining internet websites, providing and operating reception and information centers. Such activities may be performed within or outside of the Moonlight Basin Community. Such promotional functions shall be funded as a Direct Benefit by the use of Community Transfer Fees. The promotional function shall solely be in relation to the entirety of

the Property, shall not include information about purchasing Sites, shall not solely promote the Mountain Ski Area, though it may include a description of the Mountain Ski Area as a part of the promotional message; provided, however, that seasonal emphasis on certain aspects of the Moonlight Basin Community, special promotions or similar activities as part of an overall balanced promotional program shall not be deemed to violate this limitation. The Association may undertake or fulfill this function hereunder in whole or in part in conjunction with or through any organization which may be engaged in the promotion of the local or state area ski industry, tourism or economy including, but not limited to, the Mountain Ski Area, Big Sky Chamber of Commerce, Visit Big Sky, Inc. governmental entities, quasi-governmental entities, or non-profit organizations.

3.8 **Other Functions.** The Association may undertake and perform other functions as the Board deems reasonable or necessary to carry out the provisions of this Master Declaration including but not limited to: "Parking Function" (which may include the construction, purchase, lease, maintenance of parking areas or structures to accommodate Members, Licensees, Invitees and members of the general public); "Transportation Function" (which may include providing the operation, maintenance and repair of one or more Transportation Systems within the Moonlight Basin Community, including without limitation, ski trails, ski runs, ski bridges, and ski tunnels); "Recreation Function" (which may include providing recreational opportunities for Members, Licensees, Invitees and members of the general public); and "Civic Function" (which may include construction, operation and maintenance of civic amenities or structures for the benefit of the property within the Moonlight Basin Community, including, but not limited to recreation centers, concert venues, theaters, libraries, places of worship, meeting halls or similar facilities. The Association is authorized to expend Community Transfer Assessments in order to fulfill these other functions.

3.9 **Right to Make Rules and Regulations.**

(a) The Association is authorized to and has the power to adopt, amend and enforce Rules and Regulations applicable to the Property and, when authority is conferred upon the Association, any other property managed by the Association, with respect to any Facility or Function, and to implement the provisions of the Governing Documents, including, but not limited to, Rules and Regulations: to **(i)** prevent or reduce fire hazard; **(ii)** prevent disorder and disturbances of the peace; **(iii)** regulate pedestrian and vehicular traffic; **(iv)** regulate household animals, the environment and environmental practices; **(v)** regulate signs; **(vi)** regulate any use of any and all Facilities to assure fullest enjoyment of use by the persons entitled to enjoy and use the same; **(vii)** promote the general health, safety and welfare of persons within the Property; and **(viii)** protect and preserve property and property rights.

(b) The DRB is authorized to and empowered to adopt, accept jurisdiction over, amend and enforce Design Guidelines applicable within the Property with respect to any matter that the DRB is authorized to review or for which the DRB is authorized to established standards, including but not limited to, new Design Guidelines, revised Design Guidelines, existing Design Guidelines and procedures to be followed and material which must be provided

by any Member or his authorized agents in order to obtain review of proposed construction by the DRB.

(c) The Association and DRB may provide for enforcement of any Rules and Regulations adopted and Design Guidelines adopted, as the case may be, through fines, penalties, restriction of access or otherwise.

(d) Each Member, Licensee, Invitee and member of the general public is hereby deemed to have notice of all Rules and Regulations adopted by the Association and Design Guidelines adopted by the DRB, whether or not the same has been recorded, and shall be obligated to and shall comply with and abide by such Rules and Regulations and Design Guidelines, and pay such unpaid fines and penalties which shall be enforceable in accordance with **Article 9**. Any current or potential Member, investor, lender or purchaser in relation to the Property may request that the Association or DRB provide a copy of the Rules and Regulations and the Design Guidelines to such Member. Upon the new adoption or material amendment of Rules and Regulations and Design Guidelines, the Association or DRB shall provide all current Members affected by such Rules and Regulations or Design Guidelines with copies of such documents or notification of the adoption of such documents and notice as to where copies may be obtained. Copies of such documents may be made available at offices of the Association or its agents or on an electronic or otherwise generally accessible medium. Each Member is obligated to inform all Licensees and Invitees of the obligations and restrictions set forth in the Governing Documents, provided, however, that failure to so inform any Licensees or Invitees shall not impair the enforceability of any Governing Document.

3.10 **Use and Charges for Use of Facilities or Functions.** The Association may establish charges for use of Facilities to assist the Association in offsetting the costs and expenses of the Association, including, but not limited to, depreciation, capital expenses and reserves. The Association may also establish charges for providing any service as required or permitted by any Function on a regular or irregular basis to any Member, Licensee, Invitee or member of the general public to assist the Association in offsetting the costs and expenses of the Association, including, but not limited to, depreciation, capital expenses and reserves. All charges established under this Section shall be reasonable and shall be uniformly applied, except such charges may differentiate between reasonable categories of Sites, Members, Licensees, Invitees, Special Benefits Areas, or members of the general public, but shall not unreasonably differentiate for members of the general public. Each Member, Licensee, Invitee and member of the general public shall be obligated to and shall pay any such charges. No such charges shall be imposed to the extent that they compromise the tax-exempt status of the Association under the Internal Revenue Code. The Association may impose access restrictions, which restrictions shall be reasonable and shall be uniformly applied, except such restrictions may differentiate between reasonable categories of Sites, Members, Licensees, Invitees, Special Benefits Areas, Existing Developments and portions of the Property, or members of the general public, but shall not unreasonably differentiate for members of the general public. Declarant reserves the right to relocate any of the roadways without the consent of the Members during the Declarant Control Period, provided that if such relocation unreasonably interferes with the use and access to a Site, the consent of the Owner of such Site shall be required.

3.11 **Reserved.**

3.12 **Special Benefits Areas and Special Benefits Amenities.**

(a) Purpose. The purpose of a Special Benefits Area is to define which Members, Licensees and Invitees benefit from a Special Benefits Amenity and to allow for a Special Benefits Area Assessment to be levied to provide for the payment of **(i)** the expense of providing, operating, repairing, maintaining and replacing Special Benefits Amenities, and **(ii)** the additional bookkeeping and accounting expenses incurred due to the Special Benefits Area.

(b) Designation of a Special Benefits Area by Declarant. During the Declarant Control Period, the Declarant shall have the right, without a vote of the Members, to (i) designate a Special Benefits Amenity and/or create a Special Benefits Area, and **(ii)** expand the scope of a Special Benefits Areas for Special Benefits Amenities or services that, in Declarant's sole discretion, qualify as Special Benefits Amenities, in a Supplemental Declaration in relation to Property owned by the Declarant.

(c) Designation of a Special Benefits Area and Special Benefit Amenity After Declarant Control. Except as provided in **Section 3.12(b)**, any creation, expansion, or reduction in a Special Benefits Area or Special Benefits Amenity shall not be authorized unless all of the following occur: **(i)** at least sixty-seven percent (67%) of the Members whose Memberships are appurtenant to the area to be included within or removed from the proposed Special Benefits Area or Special Benefits Amenity approve such proposal, and **(ii)** the Association approves such proposal.

(d) Memorializing a Special Benefits Area or Special Benefit Amenity. In the event a Special Benefits Area is designated under this **Section 3.12**, such designation shall be memorialized in a Supplemental Declaration. In the case of the designation of a Special Benefits Area or Special Benefits Amenity by Declarant pursuant to **Section 3.12(b)**, such Supplemental Declaration shall be executed by the Declarant. In the case of the designation of a Special Benefits Area or Special Benefits Amenity pursuant to **Section 3.12(c)**, such Supplemental Declaration shall be executed by the Chairman and attested to by the Secretary of the Association, setting forth the amendment and certifying that such Supplemental Declaration has been approved as required pursuant to **Section 3.12(c)**. To the extent a Special Benefits Area is not within the Property, then such Special Benefits Area would need to meet the annexation and jurisdiction expansion provisions of **Article 13**. Other than the foregoing, no additional approvals shall be necessary for the Supplemental Declarations required pursuant to this **Section 3.12**.

(e) Special Benefits Area Assessments. The Association may and shall levy the Special Benefits Area Assessments set forth in **Exhibit C**.

3.13 **Taxes.** The Association shall pay or cause to be paid all ad valorem real estate taxes, special improvement and other assessments (ordinary and extraordinary), ad valorem personal property taxes, and all other taxes, duties, charges, fees and payments required to be

made to any governmental or quasi-governmental entity which shall be imposed, assessed or levied upon, or arise in connection with Facilities or Functions.

3.14 **Right to Acquire, Dispose and Improve Facilities.** The Association may acquire (by gift, purchase, lease, trade or any other method), own, operate, build, manage, maintain, rent, sell, develop, encumber, abandon, dispose and otherwise deal in and with real and personal property of every kind and character, tangible and intangible, wherever located, and interests of every sort therein; except that the Association may not convey a Facility that is owned by the Association without the Affirmative Vote of a Majority of the Classes, unless it is solely a Special Benefits Amenity, in which case only the affirmative vote (i.e., 51%) of the Members who are part of such Special Benefits Area, as well as the Declarant during the Declarant Control Period, shall be required. The Association may cause additional Improvements to be made as part of the Facilities, including the construction of any capital asset, in whole or in part, for the benefit of some or all of the Members, Licensees, Invitees and members of the general public, subject to the restrictions set forth herein. The Association may grant easements, leases, licenses and concessions through or over the Facilities, including, but not limited to, easements (including conservation easements), rights-of-way, leases, licenses and concessions to suppliers of utilities (inclusive of Antennas) serving the Property or property in the Moonlight Basin Community for the purpose of accommodating minor encroachments onto the Facilities or other purposes that do not unreasonably interfere with the use and enjoyment of the Facilities.

3.15 **Records.** The Association shall maintain its records in accordance with applicable law and the Bylaws.

3.16 **Rights of Association.** The Association shall have and may exercise any right or privilege given to it expressly by the Governing Documents or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the Members. The powers and rights of the Association include, but are not limited to the right to:

(a) adopt and amend the Bylaws by a majority vote of the Board, with such consents as are required pursuant to the Bylaws.

(b) make capital expenditures, incur liabilities, enter into contracts and agreements, and provide services and functions as are necessary to effect the business of the Association, including, but not limited to hiring and discharging managing agents and other employees, agents, and independent contractors.

(c) enter into agreements with adjacent property owners for the use of certain roads and/or Facilities within the Moonlight Basin Community, as well as, receiving a benefit of any of the Functions performed by the Association and address their proportionate share of the costs for such use and participation.

(d) perform any Function. In addition, the Association may perform any Function by, through or under contractual agreements, licenses, or other arrangements with any governmental, quasi-governmental, private entity or any non-profit organization, as may be necessary or desirable.

(e) adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Members.

(f) pay the expenses of the Association, and provide for the use and disposition of the insurance proceeds in the event of loss or damage.

(g) purchase insurance policies, to protect the property of the Association against casualty, loss and to protect the Association, officers, directors, and Staff (when acting in their official capacity) from liability. The extent and specific nature of coverage shall be determined by the Board in accordance with **Section 11.1**.

(h) provide for the indemnification of the Association's officers, directors and Staff.

(i) borrow funds in order to pay for any expenditure or outlay authorized by the Governing Documents, including, but not limited to, funds borrowed from Declarant or an affiliate thereof, and to execute all such instruments evidencing such indebtedness as may be necessary or advisable; and assign its right to future income, including the right to receive regular or special assessments, as security for any borrowed funds; provided, however, that the Association shall not use reserve funds or pledge its Facilities as collateral for any borrowed funds without the Affirmative Vote of a Majority of the Classes.

(j) obtain and pay for legal, accounting and other professional and expert services.

(k) deal with agencies, officers, boards, commissions, departments, and other governmental bodies on a local, state and federal basis to carry out the powers, duties and responsibilities herein.

(l) institute, defend or intervene in litigation, arbitration, mediation, or an administrative proceeding in its own name on behalf of itself on matters affecting the Property or take such action as it deems necessary to enforce the Governing Documents.

(m) in its discretion, appoint Persons to generally supervise and control the business of the Association and delegate certain powers, duties and responsibilities to such Persons.

(n) exercise all the powers that may be exercised by a Montana nonprofit corporation under the Act.

3.17 **Conflicts among Governing Documents.** In the event that there is any conflict or inconsistency between or among the provisions of Montana law, this Master Declaration, the Articles, the Bylaws and the Rules and Regulations, the provisions of Montana law, the Master Declaration, the Articles, the Bylaws and the Rules and Regulations (in that order) shall prevail. In the event there is a conflict between this Master Declaration and any Supplemental Declaration, the Supplemental Declaration shall control. In the event of a conflict between or among Supplemental Declarations, the Supplemental Declaration recorded last in time in the Public Record shall control. In the event of a conflict between the governing documents of any Sub-Association and the provisions of this Master Declaration, the Master Declaration shall control.

Article 4
Membership and Voting

4.1 **Regular Membership; Appurtenant Rights.**

(a) Owners. Every Owner shall be a Member of the Association. There shall be only one Membership attributable to fee simple ownership of each Site within the Property.

(b) Memberships Appurtenant. Membership in the Association shall be limited to Owners. A party may hold more than one Membership and may also hold other forms of Membership.

(i) Each Membership and the benefits and burdens relating to that Membership shall be appurtenant to the fee simple title to each Site held by an Owner. The Owner shall hold the Membership appurtenant to that Site as set forth herein and title to and ownership of the Membership shall automatically pass with fee simple title of a Site, no matter how such title or interest is acquired. Membership may not be transferred separately from the fee simple title of a Site.

(ii) No such Person who is an Owner shall be entitled to opt out, resign, or withdraw from being a Member, regardless of whether any Person uses or does not use any Facility or is the beneficiary of any Function of the Association. The obligations of each Owner under this Master Declaration are mandatory, including, but not limited to, the payment of ongoing Assessments, and all obligations of each Owner set forth herein, regardless of when specific obligations arise or become payable during the term of any Owner's ownership of a Site are deemed to be an obligation incurred and a commitment made as of the date of such Person becoming an Owner.

4.2 **Joint Ownership; Joint and Several Liability.** If an Owner's interest in a Site is held by more than one Person (in tenancy in common, as joint tenants, or otherwise), the Membership appurtenant to such Site shall be shared by all such Persons in the same proportionate interest and by the same type of ownership as the Site is held, subject to reasonable Board regulation and restrictions on voting, notices, and Assessment obligations as set forth in the Bylaws or otherwise. All such Persons shall be jointly and severally obligated to perform the responsibilities of the specific Owner. The membership rights of an Owner that is not a natural

person may be exercised by any officer, director, partner, trustee, member or manager, or by an individual designated from time to time in a written instrument describing and certifying the authority of such Person provided to the Secretary of the Association. In a multiple interest owner situation, if more than one Person seeks to exercise the vote, the voting privilege shall be suspended. Neither the Association nor Declarant shall have any obligation to confirm, as among such multiple interest owners which of the Persons has the right to exercise a vote. In the case where an Owner is not a natural person, or where there are multiple owners to one Site, written notice shall be provided to the Secretary of the Association stating which Person has authority to act (including the payment of any Assessments due) on behalf of the Owner and include that Person's name, mailing and physical address, telephone number and email address. The Association shall rely on such notice until such notice is updated by an Owner. In the case where there are multiple owners of a Site, the liability of each Owner in relation to the Governing Documents is joint and several.

4.3 **Voting and Election of Directors**. Each Class shall have the voting rights set forth in the Bylaws. In addition, the directors of the Board shall be elected as set forth in the Bylaws.

Article 5
Assessments, Association Expenses, Other Amounts, Lien for Sums Due Association; Enforcement

5.1 **Personal Obligation for Assessments and Other Amounts.** Each Member shall pay to the Association, and be liable for, all Assessments, charges, fines, penalties or other amounts, to be levied, fixed, established and collected as set forth in the Governing Documents. Each Member's obligation as to Assessments shall be as set forth in this **Article 5** and **Exhibit C**.

(a) Failure of the Board to set assessment rates or to deliver or mail each Member an assessment notice shall not be deemed a waiver, modification, or a release of any Member from the obligation to pay these Assessments or the effectiveness of the lien in relation to the Assessments. In such event, each Member shall continue to pay their respective Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new budget becomes effective and new Assessments are levied pursuant thereto. Any such budget may include as an expense item any shortfall in amounts previously collected.

(b) No Member may exempt himself from liability for any Assessments or any other obligation under the Governing Documents by non-use of or abandonment of his Site or any other reason. The obligation to pay Assessments is a separate and independent covenant on the part of each Member in relation to a Site. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or Improvements, or from any other action the Association or Board takes.

(c) Neither Declarant nor any affiliate thereof is obligated to pay Assessments on any Site it owns, including, without limitation, Community Transfer Assessments upon any sale thereof. During the Declarant Control Period, Declarant may, but is not obligated to, voluntarily subsidize the Association's budget by contribution, advance, loan, or in any manner the Declarant, in its sole discretion chooses. Any such voluntary subsidy shall be conspicuously disclosed as a line item in the budget and shall be made known to the Members. Such voluntary subsidy in any year shall under no circumstance obligate the Declarant to continue to provide a subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

5.2 **Verification of Assessments Due.** Upon written request, the Association shall furnish to a Member or his title or mortgage company written verification of the amount of such Assessments owing and whether the Member has paid such Assessment.

5.3 **Purpose of Assessments and Other Amounts.** The Assessments levied and any charge, fine, penalty or other amount collected by the Association shall be used exclusively to pay expenses and other obligations the Association may incur in performing any actions permitted or required under the Governing Documents, including, but not limited to, operating expenses (inclusive of the overall general administration of the Association), the costs of constructing or purchasing Facilities and performing Functions, the cost of all insurance premiums and applicable deductibles for insurance required under this Master Declaration, repayment of debt and debt service, providing security for third party obligations as provided in the Governing Documents, maintenance of the roads within the Moonlight Basin Community which the Association or its Members utilizes, and all other Association Expenses. The Association may invest any funds allocated to reserves in a reasonable and prudent manner. Unless expressly required by a Governing Document, the Association will not refund or credit to any Member any excess funds (including reserves or community transfer assessments) collected by the Association.

5.4 **Types of Assessments.** The Association may levy all of the Assessments set forth in **Exhibit C**. Each Member, as applicable, shall be obligated to and shall collect or pay, as applicable, the Common Assessments, Community Transfer Assessments, Default Assessments, Special Assessments and Special Benefits Area Assessments as levied by the Association, as defined and described in **Exhibit C**.

5.5 **Use of Community Transfer Assessments.** Community Transfer Assessments and any "transfer fees" collected by Moonlight Alpenglow that are expended by the Association after an assignment pursuant to **Section 3.3(b)** can only be used for Direct Benefit, regardless of any other provision in this Master Declaration.

5.6 **Time for Payments; Effect of Non-payment of Sums Due Association; Lien and Remedies of the Association.**

(a) The amount of any Assessment, charge, fine, penalty or other amount payable by any Member shall become due and payable as specified in the Governing Documents.

(b) Any Assessment, charge, fine, penalty, or other amount not paid within sixty (60) days after the due date shall be delinquent, shall incur a late payment penalty and bear interest in an amount to be set by the Board from time to time, not to exceed the maximum permitted by applicable law, from the date due and payable until paid and the Member shall be obligated to pay all lien fees, legal fees, paralegal fees, and recording fees (as applicable).

(c) The Association has a lien on each Site for any Assessment levied against the Site, and for any other amounts due hereunder from the Owner in relation to such Site.

(d) In the event an Owner fails to pay sums due the Association within sixty (60) days of the due date, the Association may **(i)** bring an action at law to collect the lien or foreclose the lien against the real property in the same manner as a mortgage on real property, **(ii)** although not necessary in order to foreclose the lien, record notice of the Association's lien against the property being assessed, **(iii)** institute an action for a money judgment, **(iv)** apply any deposits held by the Association or DRB to the amount due, and **(v)** exercise any other remedy at law or equity. Each Assessment or other charge, together with interest and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment, charge, fine, penalty or other amount, including reasonable attorneys' fees, paralegal fees, and disbursements, may be recovered by suit for a money judgment by the Association without foreclosing or waving any lien securing the same or may be recovered in any foreclosure.

(e) The recording of this Master Declaration constitutes record notice and perfection of a lien of the Association on all Sites. No further recordation or filing of any claim of any lien is required. The Association may, in its discretion, record or file an additional notice of that lien in the Public Record at the election of the Association. The priority of the lien of the Association shall be determined pursuant to **Section 5.7** and shall not be dependent upon the recording or filing date of any notice of lien recorded or filed in the Public Record, and shall be binding upon the Owner and its successors. The Association, acting on behalf of the Members, shall have the power to bid (which may be a bid on credit, up to and including the amount secured by the lien) for the Site at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. During the period a Site is owned by the Association following foreclosure, no right to vote shall be exercised on behalf of the Site and no Assessment shall be assessed or levied on the Site.

5.7 **Priority and Non-subordination of the Lien.** The lien under this **Article 5** is prior to all other liens and encumbrances on a Site except: **(a)** liens and encumbrances recorded before the recordation of the Master Declaration; and **(b)** to the extent provided by applicable law, liens for real estate taxes and other governmental assessments or charges against the Site. The lien is also prior to all mortgages and security interests to the extent the Assessments are for common expenses.

5.8 **Liability of Members, Purchasers and Encumbrancers.** The amount of any Assessment, charge, fine or penalty payable by any Member shall be a joint and several obligation to the Association of such Member and such Member's heirs, devisees, personal representatives, successors and assigns. A Person acquiring fee simple title to a Site shall be jointly and severally liable with the former owner of the Site for all such amounts which had

accrued and were payable at the time of the acquisition of the title or interest by such Person, without prejudice to such Person's right to recover any such amounts paid from the former Owner.

Article 6
Certain Rights of Declarant and Association

6.1 Declarant's Easements and Related Rights.

(a) Declarant hereby reserves to itself for itself and for the benefit of its Licensees, Invitees, successors and assigns a non-exclusive, perpetual easement on, over, upon, across, above, under and through any Facilities as may be reasonably necessary to **(i)** discharge Declarant's obligations under this Master Declaration; **(ii)** exercise any Special Declarant Right; **(iii)** make Improvements within the Property on property owned by the Declarant or Facilities of the Association; and **(iv)** maintain, repair, access, replace, relocate, construct, use and operate utilities where they are located within the Property as of the date of this Master Declaration or any new or relocated utilities.

(b) Declarant hereby reserves to itself for itself and for the benefit of its Licensees, Invitees, successors and assigns, the right from time to time to establish, relocate, and use non-exclusive, perpetual utility and other easements, leases, permits or licenses on, over, upon, across, above, under and through the Property for uses for the Association or Declarant, including, without limitation, in relation to any Improvements in order to serve all persons residing, visiting or doing business within the Property; provided that any such easement, lease, permit or license does not unreasonably impair the use of the Facilities for their intended purpose or unreasonably impair construction within any Building Envelopes.

(c) Declarant hereby reserves to itself for itself and for the benefit of its Licensees, Invitees, successors and assigns, the right at any time, and from time to time, to close or restrict the use of any access roads within or in the vicinity of the Moonlight Basin Community; provided, however, that access by an Owner to his Site shall not be materially impaired for an unreasonable period of time.

(d) Declarant hereby reserves to itself and its successors, assigns, and designees a perpetual, non-exclusive easement across the setback areas of every Site (as determined by the Design Guidelines, Plat, or Certificate of Survey) for the establishment and construction of ski trails, lifts, runs, bridges, and tunnels. Such areas shall be Facilities and may be designated Special Benefits Amenities pursuant to **Section 3.12(b)** hereof. The Declarant further reserves to itself and its successors and assigns the right to grant exclusive and non-exclusive easements to others for purposes of using and/or maintaining such areas from time to time.

(e) Declarant hereby reserves an easement in favor of itself and its designees upon, across, over, and under all of the Property for the creation, use, and maintenance of trail systems, including, without limitation, pedestrian, equestrian, bicycle, Nordic and alpine skiing, and for the creation, use, and maintenance of wildlife resistant landscape treatments and features,

wildlife corridors, winter wildlife ranges, and natural wildlife habitats. The foregoing easements may traverse the private property of any Owner; provided, however, an easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Site, and any damage to a Site resulting from the exercise of an easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of an easement shall not unreasonably interfere with the use of any Site, including without limitation any construction of Improvements thereon, and except in an emergency, entry onto any Site shall be made only after reasonable notice to the Owner or occupant.

6.2 **Rights and Obligations of Members.** Subject to the provisions of this Master Declaration and the power of the Association and the Declarant to regulate the use of, and convey or encumber the Facilities as set forth in the Governing Documents and any Special Benefits Areas, each Member, Licensee and Invitee shall have a non-exclusive easement over, upon, across and with respect to any Facilities as appropriate and necessary to use the Facilities for their intended purposes.

6.3 **Association Easements.**

(a) Declarant hereby grants to the Association and its successors and assigns, a non-exclusive, perpetual easement on, over, upon, across, above, under and through the Property and each portion thereof to **(i)** exercise any right held by the Association under this Master Declaration or any other Governing Document, and **(ii)** perform any obligation imposed upon the Association by this Master Declaration or any other Governing Document. The Association shall not enter upon any Site without reasonable prior notice to the Owner of the Site, except in cases of emergency.

(b) Declarant hereby grants to the Association and its successors and assigns a non-exclusive, perpetual blanket easement upon, across, above and under all property within the Property for access, ingress, egress, installation, repair, relocation, replacement, and maintenance of all utilities serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, storm drainage, cable, telephone and electricity, provided, however, that use of such easements shall not unreasonably impair the use of the Facilities for their intended purpose or unreasonably impair construction within any Building Envelopes. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, relocate, replace, and maintain or to authorize the installation, repair, relocation, replacement, and maintenance of wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Association shall have the right to grant such license or easement.

6.4 **Plat and Services Easements.**

(a) Each Owner, by accepting a deed to a Site, agrees for themselves and their Licensees, Invitees and successors and assigns, to be subject to all easements created by this Master Declaration and the Rules and Regulations from time to time in effect.

(b) Declarant hereby grants a non-exclusive perpetual easement across and over the Property for ingress and egress to all police, sheriff, fire protection, ambulance and similar emergency agencies or persons, now or hereafter serving the Property, to enter the Property in the performance of their duties, subject, however, to limitations generally imposed by local, state and federal law.

6.5 **Enjoyment of Functions and Facilities.** There shall be no obstruction of any Facilities, nor shall anything be stored in or on any part of any Facility, without the prior written consent of the Association. Nothing shall be altered on, constructed in or removed from any Facilities, except with the prior written consent of the Association. Nothing shall be done or kept on or in any Facility that would result in cancellation of the insurance or any part thereof which the Association is required to maintain pursuant hereto or increase the rate of the insurance or any part thereof over the amount that the Association, but for that activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on or in such Facility that would be in violation of any statute, rule, ordinance, regulations, permit or other requirement of any governmental or quasi-governmental entity. No damage to, or waste of, Facilities shall be committed, and each Member shall indemnify, defend and hold the Association and other Members harmless against all loss resulting from any such damage or waste caused by such Member, or such Member's Licensee or Invitee. No noxious, destructive or offensive activity shall be carried on with respect to any Facility, nor shall anything be done therein or thereon which may be or become a nuisance to any other member of the general public, Member or Invitee. All restrictions contained in **Article 7** below shall also be deemed to apply to the Facilities.

6.6 **Special Declarant Rights.** Declarant hereby reserves for itself and its successors and assigns the following rights, which rights may be exercised at any time during the Declarant Control Period (collectively the "**Special Declarant Rights**"):

(a) The right to complete any Improvements on the Property owned by Declarant or shown on any Plat or Certificate of Survey filed by Declarant or Declarant's predecessors with respect to Property owned by Declarant, and the right to construct any Improvement that Declarant deems necessary or advisable on any Property owned by Declarant or on any Facility;

(b) The right to construct and maintain sales offices, trailer, booths, improvements or other structures used for sales or promotional purposes, management offices and models on any Facility, or any Property owned by Declarant; and the right to construct and maintain signs advertising the Moonlight Basin Community and properties therein. The number, size and location of any such sales structures and signage, management offices or models or the relocation thereof shall be determined by Declarant;

(c) The right to exercise any development right, including, without limitation, the right to add real property to the Property pursuant to **Article 13** and to make that real property subject to this Master Declaration and the Overall Development Plan, the right to amend this Master Declaration to create additional Sites and Facilities within the Property, the right to subdivide Sites, the right to combine Sites, the right to convert any and all Sites owned

by Declarant into Facilities, the right to record Supplemental Declarations and governing documents of any Sub-Association, and the right to withdraw any and all portions of the Property from this Master Declaration as provided in **Article 13**;

(d) The right to create, relocate and use easements through the Facilities for the purpose of making Improvements within the Property or within real property which may be added to the Property;

(e) The right to designate real property or Facilities owned by Declarant within the Property for fire, police, utility service operation facilities (*e.g.*, electric power, propane, sanitation, etc.), water and sewer facilities, public schools and parks, and other public facilities;

(f) The right to merge and consolidate the Association with a property owners association of the same form of ownership; and

(g) The right to accept, establish and amend reasonable use restrictions with respect to the Property.

6.7 **Transfers of Special Declarant Rights and Rights as Declarant.** The term "**Declarant's Rights**" means, collectively, the Special Declarant Rights defined herein as well as all other rights of the Declarant under this Master Declaration, the other Governing Documents, and the rights of a declarant under applicable law.

(a) The Declarant's Rights may be transferred by the Declarant in whole during the Declarant Control Period; provided, **(i)** the transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under this Master Declaration, and **(ii)** any such transfer shall only be effective if it is in a written instrument signed by Declarant and the transferee, and recorded in the Public Record.

(b) Upon transfer of the Declarant's Rights, the liability of a transferor is as follows:

(i) A transferor is not relieved of any obligation or liability arising before the transfer.

(ii) A transferor has no liability for any act or omission or any breach of a contractual or warranty obligation arising from and after the date of such transfer.

(c) Upon transfer of the Declarant's Rights, the liability of a transferee is as follows:

(i) A transferee of the Declarant's Rights is subject to all obligations and liabilities imposed on the Declarant by this Master Declaration arising from and after the date of such transfer.

6.8 **Rights of Declarant after Declarant Control Period Terminates.** After termination of the Declarant Control Period, Declarant, if still an Owner, will continue to have all of the rights and duties given to Members under the Governing Documents. In no event shall the passage of time prevent the Declarant from utilizing any easement, right or privilege, granted by this Master Declaration or otherwise, upon the Facilities or portions of the Property owned by Declarant that is necessary or advisable in connection with the development and sale of Sites or amenities in relation to the Property and the Moonlight Basin Community.

Article 7
Restrictions Applicable to Property

7.1 **Land Use Restrictions.** In addition to the restrictions found elsewhere in this Master Declaration, all or any portion of the Property shall be further restricted in its use, density or design according to the Overall Development Plan; any Supplemental Declarations; any governing documents of any Sub-Association; Rules and Regulations; Design Guidelines; subdivision regulations, designations and agreements; wildlife agreements, wildfire mitigation guidelines and conservation guidelines entered into by Declarant or the Association in connection with the development of the Property; zoning regulations adopted by governmental authorities; and similar matters. Each Member, Licensee and Invitee shall comply with all of the terms, provisions, covenants, conditions, restrictions, easements and reservations to be complied with under this Master Declaration, including those referenced above, those imposed by the land use restrictions in this Article and any applicable Supplemental Declaration and governing documents of any Sub-Association.

7.2 **Occupancy Limitation.**

(a) All Residential Sites may be used only for dwelling purposes and typical residential activities. Owners may rent or lease their Residential Sites to others for residential purposes, except as may be prohibited in this Master Declaration or governing documents of any Sub-Association. Notwithstanding anything to the contrary contained in this Section, a gainful home occupation, profession, trade or other non-residential use will be a permissible use of Residential Sites, so long as: **(i)** such use is permitted by the ODP and not prohibited by law, **(ii)** such use is not otherwise restricted by this Master Declaration, **(iii)** such use is carried on entirely within a Residential Site and is secondary and incidental to its use as a residence, **(iv)** there is no generation of pedestrian or vehicular traffic beyond that customary or incidental to residential use of the dwelling, **(v)** there is no use of commercial vehicles for deliveries to or from the premises, **(vi)** there is no on-premises sales of products, **(vii)** there is no external evidence of any such activity being conducted, including, but not limited to, no signs or structures advertising the occupation and no excessive or unsightly storage of materials or supplies, **(viii)** the home occupation does not employ any non-resident of the Residential Site, nor does it attract any non-resident customers, and **(ix)** the use is conducted in compliance with this Master Declaration, the Rules and Regulations and Design Guidelines.

7.3 **Maintenance of Site.** All Sites, except for any portion of the Site then undergoing any Construction Activity, including all Improvements on such Site and all

unimproved Sites, shall be kept and maintained in a clean, safe, attractive and sightly condition and in good repair.

7.4 **Approval of Construction Activities.** Unless the approval of the DRB through processes set forth in **Article 8** is obtained in advance, **(i)** no Improvements shall be constructed, erected, placed or installed upon any Site, **(ii)** no change or alteration of the materials or appearance (including, but not limited to, color) of the exterior of any Improvements shall be made, **(iii)** no excavation or change in the grade of any Site or earth movement shall be performed, **(iv)** no healthy vegetation or trees shall be cut or removed from any Site, subject to the provisions of **Section 7.5**, **(v)** no physical or cosmetic alteration or modification to existing Improvements shall be made, and **(vi)** no other Construction Activity shall be initiated or performed.

7.5 **Fire Precautions.** The purpose of this Section is to minimize the likelihood and effect of an uncontrolled fire within the Property, therefore:

(a) Each Owner shall keep grass, shrubbery and timber on his Site trimmed in order to reduce the danger of fire within a Site and shall otherwise maintain the Improvements and the general condition of a Site to minimize fire hazards, as well as:

(i) Keep the grass mowed and watered within at least 30 feet of any structures in all directions;

(ii) Maintain a 3 foot non-combustible zone (washed rock or other decorative, non-combustible medium) along the edge of any structure to prevent fires from reaching the building;

(iii) Trim all tree limbs so that there are no branches within 6 feet of the ground and do not allow trees to be placed within 5 feet of a structure, which includes pruning limbs so that they do not come within 5 feet of a structure;

(iv) Move dead limbs and other fallen timber to at least 30 feet from any structure and dispose of them at the earliest reasonable opportunity; and

(v) Do not place shrubbery within five (5) feet of any residential structure and any outbuildings unless precautions (*i.e.*, frequent irrigation) are taken to prevent the same from becoming dry and therefore a fire hazard.

(b) All Owners shall take the following fire precautions:

(i) Keep the roof, eaves, and troughs of all structures free from any debris such as dust, pine needles or other materials which may be flammable;

(ii) Do not allow any burning barrels or pits of any sort;

(iii) Do not light or permit any open fire except in a contained barbecue unit while attended and in use for cooking purposes or with a safe and well-designed interior wood or gas burning device, excepting, however, campfires or picnic fires on property designated for such use by Declarant or by the Association and controlled and attended fires authorized in writing by Declarant or the Association and required for clearing or maintenance of the land;

(iv) Do not discharge fireworks on any portion of a Site;

(v) Do not install a shake roof;

(vi) Maintain address numbering which is clearly visible from the roadway on the outside of the residence or via an approved sign at the end of a driveway;

(vii) Keep all roads and driveways free of obstruction to ensure access by emergency vehicles; and

(viii) Do not store firewood within 10 feet of a structure except seasonally when there is snow on the ground.

(c) All structures must be constructed in accordance with the following requirements:

(i) As outlined below, all Sites shall be constructed with an automatic fire sprinkler system meeting the requirements of the most current edition of applicable National Fire Protection Association standards and the fire protection standards set by the fire department having jurisdiction over the area. The Owner shall submit a stamped set of engineered sprinkler system plans to the Big Sky Fire Department for review and approval prior to construction in accordance with the following;

(A) All residences over 3600 square feet in size shall have automatic fire sprinklers installed;

(B) Residences less than 3600 square feet in size without adequate firefighting water supplies as determined by the Big Sky Fire Department shall have automatic fire sprinklers installed;

(C) Residences less than 3600 square feet in size with nearby firefighting water supplies will not be required to have automatic fire sprinklers installed if the supply has been evaluated by the Big Sky Fire Department and found to meet firefighting requirements;

(ii) Only Class A fire-rated roofing materials shall be used;

(iii) Spark arrestor screens shall be placed on all fireplace and woodstove chimneys;

(iv) Smoke detectors shall be installed on every level of a structure and in each bedroom; and

(v) Wooden decks shall not have storage underneath them and shall have non-combustible materials in any under-deck area, such as washed rock or non-combustible medium, including dirt.

(d) No Person shall dispose carelessly of cigarettes or other flammable materials.

(e) Any amendment of the fire precautions contained in this **Section 7.5** shall be done in accordance with **Section 14.2** hereof and shall require the approval of the Madison County Commission.

7.6 **Trash; Garbage; Organic and Inorganic Materials.** No trash, waste, garbage, litter, junk, refuse, or unused items of any kind shall be kept, stored, thrown, dumped, allowed to accumulate, left or burned on any portion of the Property. No incinerator or other device for burning of trash or garbage shall be installed or used. Each Member shall dispose of their trash at the location(s) designated by the Association. In the event the Association has not designated any disposal location, then the Member shall provide suitable receptacles for the collection of garbage, which must be enclosed, comply with any ODP, this Master Declaration or governing documents of any Sub-Association requirement for bear proof garbage containment and be approved by the DRB. Notwithstanding the foregoing, a compost pile or barrel may be specifically allowed by the DRB.

7.7 **Water and Sanitation.** All Sites shall comply with water and sanitation use restrictions set forth in this Master Declaration or governing documents of any Sub-Association, or as required by applicable governmental authority or public utility, including but not limited to Water & Sewer and any successor thereof. No surface water shall be used for Construction Activities. All Improvements on the Property designed for residential, commercial or lodging purposes shall be connected to such water and sewer services as the Association or applicable governmental authority or public utility may require.

7.8 **Preservation of Water Resources.** Members, Licensees, Invitees and members of the general public shall at all times conduct their use and activities in a manner that will preserve the integrity of the springs, ponds, streams, and creeks within the Jack Creek drainage and the Madison watershed. The degradation or pollution of water is not permitted. All applicable local, state, and federal regulations, guidelines, and standards pertaining to water use must be followed. No Member shall install a man-made pond on a Site without the prior written approval of the Declarant during the Declarant Control Period and thereafter, the Association. Installation of a man-made pond shall constitute a Construction Activity and be subject to review by the DRB.

7.9 **Wildlife Habitat, Hunting, Firearms.**

(a) Declarant reserves the right to utilize and manage all of the Property for the creation and enhancement of habitat for wildlife and native plants. It is also recognized by Declarant and the Members that wildlife species live in or migrate through the Property during various times of the year. The following limitations on use and development are intended to protect, preserve and maintain the existing wildlife habitat in the Property and to minimize the adverse effects of development on the wildlife habitat:

(i) Hunting, capturing, trapping or killing of wildlife within the Property is prohibited except as organized and conducted by Declarant or Association for game management purposes. The discharge of firearms is prohibited except in conjunction with game management hunts conducted by Declarant or Association, or except as otherwise authorized by Declarant or Association.

(ii) No feeding or domestication of any wildlife shall be permitted. No salt licks, bird feeders, or other foods shall be placed upon any Site. Items such as bird feed, horse feed, grains, garbage and dog food shall be stored in bear-proof containers.

7.10 **Noxious Weeds.** As to his Site, each Member shall control or eliminate all noxious weeds, as such "noxious weeds" are defined by the Madison County Weed List, other governmental authority, the Association, or the DRB. Only herbicides approved for domestic use and/or approved by Madison County and/or the State of Montana for use around waterways may be used by Members.

7.11 **No Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on upon any Site nor shall anything be done or placed on any Site which is or may become a nuisance or cause any disturbance or annoyance to others. As used herein, the term "noxious or offensive activity" shall not include any activities of a Member, Declarant or their respective designees which are reasonably necessary to the development of and construction on the Property so long as such activities do not violate the Governing Documents or the statutes, rules or regulations of any governmental or quasi-governmental entity having jurisdiction with respect thereto and do not unreasonably interfere with any Member's use of his Site or with any Member's ingress and egress to or from his Site and a roadway.

7.12 **Lights.** All exterior lighting of Improvements and grounds on a Site will be subject to regulation by the DRB.

7.13 **No Hazardous Activities.** No activities shall be conducted on any Site, no Improvements shall be constructed or performed on any Site, and no Construction Activities shall be conducted on any Site that are or might be unsafe or hazardous to any Person or property.

7.14 **No Unsightliness.** No unsightliness shall be permitted on any portion of the Property. Without limiting the generality of the foregoing:

(a) All unsightly structures, facilities, equipment, objects, and conditions shall be kept within an enclosed structure at all times.

(b) Motor vehicles classed by manufacturer rating as exceeding three-quarter ton, commercial vehicles, recreational vehicles, mobile homes, travel trailers, trailers, trucks (except pickup trucks used for personal, and not commercial transport), motorcycles, snowmobiles, golf carts, boats and other watercraft, boat trailers, tractors, ATVs, detached campers, camper shells, snow removal equipment and garden or maintenance equipment shall be kept in an enclosed structure at all times, except when in actual use; provided that such equipment and vehicles may be parked in areas specifically designated by the DRB for such equipment and vehicles.

(c) Service areas and facilities for hanging, drying or airing clothing or fabrics shall be kept within an enclosed structure.

(d) Mechanical and utility equipment, lines, wires, pipes, cables, tanks, poles, meters and other facilities, loading docks and sewage disposal systems or devices shall be screened or kept and maintained below the surface of the ground, or to the extent feasible, customary and sightly as determined by the DRB, within an enclosed structure, subject to exceptions as determined at the discretion of the DRB.

(e) No tennis courts, outdoor swimming pools, or similar facilities shall be constructed on a Site unless specifically allowed by a Supplemental Declaration and reviewed and approved by the DRB.

7.15 **Repair of Improvements.** No Improvements upon the Property shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair.

7.16 **Animals.** No animals other than a reasonable number of birds, dogs, cats, tortoises or other customary household pets may be kept on a Site ("**Permitted Household Pets**"). Permitted Household Pets shall not be kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any other provision of this Master Declaration. Chickens are not deemed Permitted Household Pets. No Permitted Household Pet shall be permitted to harass any wildlife. The grazing of cattle or sheep anywhere on the Property is not permitted. The foregoing shall not be deemed to prohibit the stocking of fish for recreational fishing purposes so long as good animal husbandry practices are exercised. Exceptions to the foregoing provision of this Section may be granted by the Declarant during the Declarant Control Period, and thereafter by the Association.

7.17 **Parking.** Members, Licensees, Invitees and members of the general public shall not park vehicles on or along any road within the Property, except in areas specifically designated for parking. The Association shall have the right to remove any vehicle that is parked on or along any road within the Property not in compliance with this **Section 7.17**, at the vehicle owner's expense.

7.18 **Aircraft.** No aircraft, including helicopters, or aircraft operations of any kind shall be permitted anywhere in or above the Property, except according to applicable Federal Aviation Administration regulations and in areas specifically designated for airfields, landing strips or heliports by Declarant during the Declarant Control Period, or thereafter, by the Association. Nothing in this Section shall limit the use of an aircraft in the event of an emergency.

7.19 **Wood Burning Devices.** In addition to any regulations under applicable law, the use of wood burning devices may be regulated or prohibited by the Association or DRB pursuant to its Design Guidelines.

7.20 **Drainage; Erosion.** Reasonable caution shall be taken during any Construction Activity, and thereafter, to prevent erosion, dust and drainage problems. All disturbed soil areas shall be revegetated within a reasonable time in such a fashion as to minimize erosion and dust.

7.21 **No Mining, Drilling, Commercial Logging or Timber Harvesting.** No Site shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth or for commercial logging or timber harvesting.

7.22 **Fences and Entry Gates.** Except as approved by the Association no entry gates, fences, walls or other barriers for the purpose of enclosing or demarcating any Site boundaries or the perimeter of a Building Envelope shall be permitted. No fencing shall unreasonably interrupt or interfere with wildlife migration or movement.

7.23 **Cell Towers, Antennas, other Communication Structures, Wind Turbines and Equipment.** Exterior, visible Antennas, wind-driven blades or turbines, or windmills, are not permitted on any Site unless approved by the DRB and consented to by the Owner of such Site. Notwithstanding the foregoing, any Antenna that falls within the scope of, or is otherwise covered by the Telecommunications Act of 1995, and the provisions of 47 C.F.R. 1.4000, as may be amended from time to time, or any subsequent federal or state law applicable to common interest communities, shall be permitted upon any portion of the Property. Any Antenna so permitted by such law, or otherwise approved by the DRB and consented to by the Owner of such Site ("**Approved Antenna**") shall comply with any and all governmental requirements and guidelines, as well as any and all applicable Design Guidelines; provided, however, that such Design Guidelines may not unreasonably increase the cost of installing, maintaining, or using the Approved Antenna, unreasonably delay installation of the service, or unreasonably interfere with the quality of reception.

7.24 **Interval Ownership.** Declarant may subject all or any portion of the Property owned by Declarant to an Interval Ownership plan during the Declarant Control Period. No Site other than Sites owned by Declarant shall be subjected to Interval Ownership without the specific written approval of **(a)** the Declarant during the Declarant Control Period, and, thereafter the Association, and **(b)** the Owner of such Site.

7.25 **Health, Safety and Welfare.** In the event additional uses, activities and/or facilities are deemed by the Board to be nuisances or to adversely affect the health, safety or welfare of the Members, Licensees, Invitees, or members of the general public, or the value of any part of the Property, the Association may adopt Rules and Regulations or Design Guidelines restricting or regulating the same.

7.26 **Interment of Human Remains.** No part of the Property shall be used for the interment of human remains either below or above ground. This provision shall not preclude the possession of cremains by a Person within a Residential Site.

7.27 **Compliance with Law; Hazardous Materials.** No Site shall be used, occupied, altered, improved or repaired except in compliance with all laws, rules, requirements, orders, directions, ordinances and regulations of any local, state or federal governmental or quasi-governmental agency in effect from time to time, whatsoever. The Association and the Declarant shall not be obligated to pursue enforcement in the event this Section is violated. The Association and Declarant may notify the applicable governing entity of any alleged violation and may also pursue remedies for the violation of this Master Declaration.

7.28 **Subdivision, Aggregation, and Boundary Line Adjustment of Sites; Sub-Association Creation and Amendment.** No Site shall be subdivided, partitioned, aggregated, or be subject to a boundary line adjustment without the prior written consent of the Declarant during the Declarant Control period and thereafter the Association. No Sub-Association shall be created, and no amendment of any governing document of any Sub-Association shall be effective without the prior written consent of the Declarant during the Declarant Control period and thereafter the Association.

7.29 **Temporary Structures.** Unless approved by Declarant during the Declarant Control Period, and thereafter, by the DRB, no tent, shack, trailer or any temporary building or structure shall be placed upon any portion of the Property.

7.30 **Declarant's Exemption.** Notwithstanding any other provision of this Master Declaration, nothing contained in this Article shall apply to the activities of Declarant. Further, Declarant's Construction Activity and Declarant's exercise of any Special Declarant Rights are exempt from review by the DRB during the Declarant Control Period.

7.31 **Violation.** Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this Article shall be made in accordance with **Article 9**.

Article 8
Design Review Board

8.1 **Purpose.** In order to preserve the natural beauty of the Property and its setting, to maintain the Property as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of the Property, all exterior design, development, Improvements, including, but not limited to, new Improvements

and additions, changes or alterations to existing uses or Improvements, and Construction Activity at the Property shall be subject to review and approval by the DRB pursuant to this **Article 8**.

8.2 **DRB.** During the Declarant Control Period, Declarant shall appoint all members of the DRB, who shall serve at the discretion of Declarant. There shall be five members of the DRB. Upon expiration of the Declarant Control Period, the Board shall appoint the members of the DRB, who shall serve at the discretion of the Board.

8.3 **Powers and Duties.**

(a) Except as otherwise provided in **Section 7.30** and this **Section 8.3**, neither the Association, nor any Member, Licensee, Invitee nor any occupant shall perform the activities described in **Section 7.4** above on the Property, a Site, Facility or a building or structure thereon, or change the use of any Site or building or structure thereon or engage in any Construction Activity unless the DRB has approved the plans and specifications for the project, showing the nature, kind, shape, height, color, materials and location of same, and the construction procedures to be used to ensure compliance with this Article, including compliance with applicable law, the Governing Documents and any Supplemental Declaration or applicable governing document of any Sub-Association. The DRB has the express authority to review, accept, condition, modify or deny all plans for any of the activities described in this **Section 8.3(a)** to the extent they conflict with the Design Guidelines adopted by the DRB or are not compatible with, or are inappropriate for, the Property.

(b) Design Guidelines adopted by the DRB shall provide reasonable rules and procedures as the DRB deems necessary to carry out its functions, which Design Guidelines shall not be inconsistent with the provisions of the other Governing Documents. Design Guidelines adopted by the DRB shall state the general design theme of all projects in the Property, specific design and construction requirements, and the general construction procedures that will or will not be allowed in the Property. To recognize or encourage a diversity of character between discrete areas within the Property, the Design Guidelines may be different for different portions of the Property, consistent with the ODP.

(c) Each Member is hereby advised and acknowledges that, in connection with any Construction Activities on his, her or its Site, he, she or it must comply with the applicable provisions of Supplemental Declarations, governing documents of any Sub-Association, Design Guidelines adopted by the DRB, and the Governing Documents, which documents may include, among other things, the following: **(i)** procedures and fees for making application to the DRB for design review approval, including the documents and materials to be submitted and the process the DRB must utilize to approve or disapprove any submission; **(ii)** time limitations for the completion, within specified periods after approval, of the Improvements for which approval is required under such documents; **(iii)** directions pertaining to the location of Improvements upon Sites with respect to natural topography, preservation of view corridors and similar criteria; **(iv)** minimum and maximum square foot areas of living space and non-habitable or non-living space that may be developed on any Site; **(v)** landscaping and irrigation regulations or limitations, and limitations and restrictions prohibiting the removal or requiring the replacement of existing trees, the use of plants indigenous to the locale and other practices

benefiting the protection of the environment, aesthetics and architectural harmony of the Property; **(vi)** instructions and Design Guidelines for the construction, reconstruction, refinishing or alteration of any Improvement and addressing matters such as grading, transformers, meters, fire protection, loading areas, waste storage, trash and debris removal, parking areas, outside storage, sanitary facilities, and conduct of behavior of builders, sub-contractors and Members' representatives on the Property at any time; and **(vii)** the nature, kind, shape, height, color, materials and location of Improvements, parking, landscaping, open space, signage, skylining, setbacks, utilities, storm water management, grading, erosion control, fencing, interaction with wildlife, fault and landslide areas, air contaminants, water quality, heat, lighting and glare, noise, vibration, electrical disturbances, fire and other hazards, permitted uses within specific areas, the scale of development, maximum floor area and other dimensional limitations, impervious surface, density, construction standards and any other matter regulated pursuant to **Article 7**.

(d) The DRB shall have the authority to establish new Design Guidelines, or to enforce existing Design Guidelines, in relation to Existing Developments to the extent **(i)** such Existing Developments are subject to this Master Declaration, or **(ii)** the DRB is engaged or entitled to perform such functions.

(e) The DRB shall have the authority to retain the services of one or more consulting architects, landscape architects, engineers, contractors and experts, who are independent of the DRB, but are, to the extent required under law, licensed in the State of Montana, to advise and assist the DRB in performing the review functions prescribed in this Article and in carrying out provisions of **Article 7**. Such consultants may be retained to advise the DRB on a single project, on a number of projects, or on a continuing basis. Consultants shall promptly disclose to the DRB their interests in any project or matter before the DRB prior to such project coming up for DRB consideration.

(f) The DRB may, as a condition to any consent or approval, impose such covenants, conditions and restrictions as the DRB deems necessary or appropriate, including penalties for failure to comply.

(g) The Association and the DRB through their authorized agents shall have the right to enter any Site upon twenty-four (24) hours' notice (or such notice as is appropriate in the event of an emergency) to the Member or Member's agent for the purpose of ascertaining whether such Site or the construction, erection, placement, remodeling or alteration of any Improvement thereon is in compliance with plans or Construction Activity approved by the DRB, the applicable Design Guidelines or the terms of this Master Declaration. The DRB, the Association or such officer, employee, or agent thereof shall not be deemed to have committed a trespass or wrongful act solely by reason of such action or actions under this part. Notice as provided under this Section may be either in person, via telephone, e-mail, or in writing.

(h) The DRB shall have the authority to require reasonable fees to be paid with the filing of plans to offset expenses of the DRB. In addition, the DRB shall have the authority to set and require Members to post reasonable deposits prior to commencing construction for the purpose of assuring that Construction Activities will be completed within the time specified and in compliance with approved plans and applicable requirements. The DRB

shall adopt a fee and deposit schedule as part of the Design Guidelines covering what fees and deposits will be required, the format for paying the fees and posting the deposits, and how such fees and deposits are used. The DRB reserves the right to establish special fees and deposits in the case of special projects where design review, oversight and enforcement costs may be higher than those established in the fee and deposit schedule.

(i) The DRB shall have the authority to revoke or suspend its approval and/or order the suspension or cessation of any Construction Activity for violation(s) of the Governing Documents or for failure to construct the project in accordance with the approved plans. In addition, the DRB shall have the authority to record a notice of such non-compliance in the Public Record.

(j) A Member upon final completion of his Construction Activity, as to his Site, shall request in writing from the DRB a certificate of substantial completion. The DRB will consider the request at a regularly scheduled meeting, for which there is quorum, within forty-five (45) business days from the date the request was received. The DRB will then grant or deny the issuance of the certificate. In the event of denial, the DRB shall state its reasons in writing and provide the Member a reasonable time to address the reasons for denial (*e.g.*, complete the Construction Activity) and reapply for a certificate of substantial completion. The DRB shall not be required to release any deposits held pursuant to this Article, until a certificate of substantial completion has been issued, though the DRB may, in its discretion, reduce or release deposits when all that remains is minor, exterior landscaping work that is prevented from being completed by weather conditions. Construction Activity shall not be deemed to be substantially complete until all exterior finish and landscaping work has been completed, construction equipment and machinery are demobilized, and construction staging materials including, but not limited to, portable toilets, dumpsters and all debris are cleared from the Site. Such certificate shall run to third parties at the request of the applicable Member.

(k) The DRB shall have the exclusive right to construe and interpret the pertinent provisions of Design Guidelines. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the DRB's construction or interpretation of the Design Guidelines and the provisions of this Article 8 shall be final, conclusive and binding as to all Persons and property benefitted or bound by the provisions hereof.

(l) In addition to the above powers and duties, the DRB may have such powers and duties as delegated to it by the Board.

(m) The DRB may grant variances from the Design Guidelines when there is a valid justification, where the exception does not have a negative impact on the adjacent properties or the Property as a whole, which shall be determined in the sole and absolute discretion of the DRB, and where the variance is reasonable in relation to the overall character and nature of the area, provided, however, that no variances can be granted by the DRB as to specific covenants and restrictions set forth in this Master Declaration, and the DRB may adopt specific guidelines in relation to any variance requests. Any application for a variance shall be pursuant to a written request addressing the above criteria and all variance guidelines adopted by

the DRB, and any grant or denial of a variance by the DRB shall be stated in writing, based on written findings.

(n) If a member of the DRB submits a project to the DRB for review or has a personal interest in a submitted project, that DRB member shall recuse himself from the meeting as a voting member of the DRB and not participate in the review and discussion of the submitted project.

8.4 **Operational Procedures.**

(a) The DRB shall hold meetings as necessary. Meetings of the DRB may be called by Staff, the chair of the DRB or by a majority of the members of the DRB.

(b) A majority of the members of the DRB shall constitute a quorum.

(c) The DRB shall maintain written minutes of its meetings and a record of any votes taken.

(d) All meetings of the DRB shall be open to Members and the Declarant, as well as to any designated professional representatives thereof, and all votes of the DRB shall be taken at such meetings. Nothing contained herein, however, shall prevent the DRB from meeting in executive session, not open to Members, in relation to personnel matters, litigation in which the Association is or may become involved, matters subject to privileges and confidentiality obligations, and matters relating to the formation of contracts with third parties. Any matter discussed in executive session shall be generally noted in the minutes of the immediately following open meeting. No meeting, regular or special, may be audio taped, recorded or broadcast.

(e) A copy of all minutes, Design Guidelines and policy statements, shall be filed with the records of the Association and shall be maintained by the Association in accordance with its retention and record keeping policies.

(f) The DRB will adopt procedures for soliciting review from a Sub-Association or Existing Association when a Member makes application to the DRB for a project that is solely within property governed by that Sub-Association or Existing Association.

(g) Approvals and consents of the DRB shall not be arbitrarily and capriciously withheld, and actions taken shall not be arbitrary and capricious. DRB decisions shall be conclusive and binding on all interested parties, subject only to the right of appeal detailed below. Any approval or disapproval by the DRB shall be in writing and in the case of a denial shall state the reasons for such denial. Decisions of the DRB are final; however, a Member can appeal in writing to the DRB to reconsider its decision. A request for reconsideration must be made in writing within ten (10) business days of the DRB's decision and be delivered by certified mail to the Association's office. The DRB will consider the request at a regularly scheduled meeting, for which there is quorum, within forty-five (45) business days

from the date the request was received. The DRB will then in writing affirm, modify or withdraw its decision within twenty (20) business days after the meeting.

8.5 **Enforcement.** Prior to completion of construction or action subject to review under this Article, the DRB shall have primary responsibility to enforce the restrictions set forth in **Article 7**, any applicable Design Guidelines, and restrictions as set forth in any Supplemental Declaration or governing document for a Sub-Association for which jurisdiction has been granted to the DRB; provided, however, that such responsibility shall not limit the right of Declarant or the Association to act under **Article 9**.

8.6 **Liability.** The standards and procedures established by this Article or the DRB are intended to enhance the overall aesthetics of the Property and the Moonlight Basin Community. None of the Declarant, the Association, or the DRB nor any of their respective officers, directors, employees or agents shall be responsible or liable for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental or quasi-governmental entity requirements, nor for ensuring the appropriateness of soils, drainage, and general site and geotechnical work. A consent or approval or certificate of substantial completion issued by the DRB means only that the DRB believes that the construction, alteration, installation or other work for which the consent, approval or certificate was requested complies with the applicable Design Guidelines. No such consent or approval shall be interpreted to mean that the construction, alteration, installation or other work covered thereby **(a)** complies with laws, rules, regulations, ordinances or other requirements of any governmental or quasi-governmental authority, or any applicable covenants, conditions or resolutions, **(b)** is free from defects, errors or omissions, **(c)** is structurally sound, or **(d)** lies within the boundaries of a Site or a Building Envelope, and by submitting materials to the DRB for its review, the applicant shall be deemed to have waived all claims against the DRB based on the foregoing disclaimed matters. None of the Association, the Board, the DRB, or any member or officer of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved or disapproved construction on or modifications to any Site within the Property.

Article 9
Enforcement and Remedies

9.1 **Procedure.** The Association shall have the right (but not the obligation) to enforce the provisions of any of the Governing Documents, through its procedure adopted by resolution of the Board, abatement of the violation by the Association, or by proceedings either at law or in equity against any Person(s) violating or attempting to violate any of the Governing Documents.

9.2 **Discretion.**

(a) The decision to have the Association pursue an enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case: **(i)** the Association's position is not strong enough to justify taking any or further action; **(ii)** the

covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; **(iii)** although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending Association resources; or **(iv)** it is not in the Association's best interest, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

(b) Such a decision shall not be deemed a waiver of the right of the Association to enforce such provision at a later time under other circumstances, nor shall it preclude the Association from enforcing any other covenant, restriction or rule, nor shall it preclude any Member from taking action at law or in equity to enforce the Governing Documents, including all such costs and fees for any appeal or enforcement of a judgment.

9.3 **Costs of Enforcement.**

(a) Costs incurred for enforcing the provisions of the Governing Documents (inclusive of giving notice of the violation), costs of correcting the defect or undoing or curing the violation, if undertaken by the Association, or any fines levied against the Member after the Member is determined by the Board to be in violation of the Governing Documents, shall be paid by the Member. Any costs incurred for enforcing the provisions of the Governing Documents, for correcting the defect or undoing the violation, or fine assessed against the Member that is not paid within sixty (60) days will be handled in accordance with **Section 5.6** above.

(b) Should any lawsuit, arbitration or other legal proceeding be instituted by a Member against the Association, or the Association against a Member alleged to have violated one or more of the provisions of the Governing Documents and should the Association be wholly or partially successful in such proceeding, the Member shall be obligated to pay all the costs of such proceeding, including reasonable attorney's fees and costs.

9.4 **Delegation.** The Board may delegate any of its rights or obligations with respect to enforcement as set forth above to its appointed agent, Staff, or any committee of the Board, including, but not limited to, the DRB; except that any decision to pursue or not pursue any legal proceeding may not be delegated, and shall be determined by the Board.

9.5 **Remedies Cumulative.** Each remedy provided under the Governing Documents is cumulative and not exclusive.

Article 10
Special Disclosure Matters; Hazard Areas; Golf Course Hazards

Each Member, Licensee, Invitee or member of the general public is hereby advised of the following matters affecting the Property and the use and enjoyment thereof:

10.1 **Hazard Areas.**

(a) The Property is or may be located in close proximity to one or more of the Hazard Areas. All of these Hazard Areas create or contain certain hazards associated with the

character or use of such Hazard Area. Such Hazard Areas may also generate an unpredictable amount of visible, audible and odorous impacts and disturbances from activities relating to the construction, operation, use and maintenance thereof.

(b) The activities associated with the Resort Area may include, without limitation: **(i)** vehicular and pedestrian traffic, including, without limitation, **(A)** Transportation Systems that transport skiers and people over, around and through the Resort Area and the Moonlight Basin Community, including, but not limited to, between the base of the ski area and various parking lots, and **(B)** construction vehicles and equipment; **(ii)** activities relating to the construction, operation and maintenance of Transportation Systems relating to the Resort Area, including, but limited to, **(A)** tree cutting and clearing, grading and earth-moving, and other construction activities, **(B)** construction, operation and maintenance of snowmaking facilities, **(C)** operation of snow-grooming vehicles and equipment and safety and supervision vehicles, and **(D)** avalanche control activities; **(iii)** activities relating to the use of the ski area, including, without limitation, skiing, snow-boarding, dog sledding, hiking, horseback riding, bicycling and other recreational activities and organized events and competitions relating to such activities; and **(iv)** night time lighting associated with night skiing activities or other activities.

(c) Each Owner acknowledges that the impacts, disturbances (inclusive of construction, noise and reduction of privacy from use of the Resort Area and other recreational areas), hazards and activities described above may occur in and around such Site and, for itself and for themselves and their Licensees, Invitees, successors and assigns, hereby forever waive and release any claims which such parties may have against the Association, Declarant, the owner(s) and operator(s) of the Resort Area, and/or their respective employees, officers, directors, successors and assigns, as a result of, arising out of or in any way relating to the impacts, disturbances, hazards and activities described in this **Section 10.1**.

10.2 **Golf Course Hazards.**

(a) Some Sites are or may be located in close proximity to a Golf Course Property. This area may create or contain certain hazards associated with the character or use of such area. Such area may also generate an unpredictable amount of visible, audible and odorous impacts and disturbances from activities relating to the construction, operation, use and maintenance thereof.

(b) The activities associated with a Golf Course Property may include, without limitation: **(i)** construction of a Golf Course Property, including, without limitation: **(A)** future construction of the golf course and golf course improvements (including, but not limited to, tees, fairways, bunkers, rough area, cart paths, signage, driving range, chipping and putting areas, and ball-washing machines), clubhouse, ski trails (alpine and Nordic), ski lifts and related facilities, golf maintenance shop, restrooms, and all associated structures, and **(B)** any remodel, reconstruction or expansion of the existing golf course, trails, and structures; **(ii)** use of a Golf Course Property, including, without limitation: **(A)** people golfing, skiing (alpine and Nordic), snow shoeing, dog sledding, horseback riding, hiking, walking, running, fishing, biking, sleigh and wagon rides and other recreational activities, **(B)** tournaments, weddings, and events, and **(C)** typical golf course play, including every act necessary and proper to the playing of golf

(including, but not limited to, the placement and maintenance of "out-of-bounds" signs or markers, play of golf balls, retrieval of golf balls, the flight of golf balls over and upon Sites, the usual and common noise level created by the playing of the game of golf and the operation of equipment incident thereto, and all other common and usual activity associated with playing the game of golf and operating and maintaining the Golf Course Property); **(iii)** maintenance of a Golf Course Property, including, without limitation: **(A)** snow removal from greens, tees and cart paths, **(B)** mowing the golf course, including mowing around sunrise or sunset, **(C)** irrigation of the golf course with water or treated waste water which can take place in the late evening to sunrise, **(D)** application of pesticides or fungicides to the golf course through spray application, **(E)** application of fertilizer to the golf course either through boom sprayers, fertigation, or granular application, **(F)** maintenance of all golf course Improvements, **(G)** maintenance of equipment used in Golf Course Property maintenance, **(H)** installation or removal of trees or other vegetation on a Golf Course Property, **(I)** maintenance of cart paths, and **(J)** maintenance of ski trails (alpine and Nordic); and **(iv)** game management, including, without limitation: **(A)** constructing temporary fencing (inclusive of electric) for the protection and establishment of tees, greens, and fairways, **(B)** removal and disposal of dead game, **(C)** game management as necessary for the health, safety, and welfare of the users of a Golf Course Property or as determined by State of Montana, Department of Fish, Wildlife and Parks.

(c) The above activities may involve the use of vehicles or equipment, including, but not limited to, trucks, cars, golf carts, snowmobiles, snow grooming vehicles, mowers, sweepers, power sprayers, skid steers, snow blowers, tractors, boom sprayers, and ATVs. Use and maintenance of a Golf Course Property is year round.

(d) Declarant hereby reserves for itself and any successor owner of the Golf Course Property, and its and their Licensees, Invitees, successors and assigns a perpetual easement on, over, upon, across, above, under and through the Property as may be reasonably necessary for:

(i) retrieval of golf balls that are visible from the course, including the right to enter upon the Property and any Site created thereon, to accomplish such retrieval. Golf balls lying in the Property can only be picked up and returned to the course, and may not be hit while on the Property. Notwithstanding the foregoing, no entry shall be allowed into, and no golf balls may be retrieved from, any internal portion of a Site that is enclosed by a landscaping barrier, and a sign indicating "No Ball Retrieval Beyond This Point" may be located on such barrier to the extent such barrier has been approved by the DRB;

(ii) flight of golf balls over, across, and upon the Property; and

(iii) doing every act necessary and incident to the playing of golf and other recreational activities on a Golf Course Property and maintenance, use and operation of a golf course and all of the activities set forth in **Section 10.2(b)** above.

(e) Each Owner acknowledges that the impacts, disturbances (including, but not limited to, noise and reduction of privacy from pedestrian or vehicular traffic on any golf course), hazards and activities described above may occur in and around such Site and the

Property and, for itself and for themselves and their Licensees, Invitees, successors and assigns, hereby forever waive and release any claims which such parties may have against the Association, Declarant, the owners and operators of a Golf Course Property, and/or their respective employees, officers, directors, successors and assigns, as a result of, arising out of or in any way relating to the impacts, disturbances, hazards and activities described in this **Section 10.2**.

10.3 **Geotechnical.** The Property is located in mountainous terrain and due to variable surface and subsurface conditions found in mountainous terrain, Members are on notice that they should or may be required to obtain a site-specific geotechnical analysis of such conditions prior to the construction of any Improvement, to ensure that the design of the Improvement is appropriate for the Site. Geotechnical hazards and risks include, but are not limited to, landslides, earthquakes, abnormally high water tables, soil instability and potentially more extensive engineering and construction requirements in order to limit the destabilizing potential of any particular Site. All Members shall verify what is required of them with regard to conducting a site-specific geotechnical analysis by checking the Plat or Certificate of Survey for their Site and/or their Supplemental Declarations, and all other requirements of law or best practices for engineering and construction. Regardless of whether any requirements or recommendation for site specific geotechnical analysis is or is not made, it is the Member's sole responsibility to obtain all required analyses for their Site and provide all required engineering and construction for their Site.

10.4 **Wetlands and Waterways.** Some Sites within the Property may contain streams, rivers, creeks, water courses and/or wetlands (collectively called "water features"). It is the Member's responsibility to ensure that any Construction Activity done on the Site is in compliance with all applicable local, state and federal rules and regulations in addition to any land use restrictions pursuant to **Article** 7 or any applicable Design Guidelines regarding water features.

10.5 **Security Checkpoint.** Members, Licensees, Invitees and members of the general public acknowledge that they and their Invitees may pass a security checkpoint at the entrance of the Property and the Moonlight Basin Community and that they may be required to provide requested identification and information. However, the fact that this security checkpoint may exist does not obligate Declarant or impose a duty on Declarant to provide security services or ensure the safety and well-being of any Member, Invitee, or any other person.

Article 11
Insurance, Casualty and Condemnation

11.1 **Insurance.**

(a) Required Coverages. The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name determined) for all insurable improvements on Facilities to the extent the Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;

(ii) Commercial general liability insurance on the Facilities, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and umbrella coverage) shall have a limit of at least $1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Workers compensation insurance and employer's liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined by the Board's business judgment but not less than an amount equal to one-sixth of the annual revenue of the Association plus reserves on hand, or such lesser amount as is commercially reasonably obtainable. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in the exercise of its business judgment, determines advisable.

(b) Policy Requirements. From time to time, the Association shall arrange for a review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in Big Sky, Madison County, Montana. The policies may contain a reasonable deductible (the determination of "reasonable" including all reserves maintained by the Association) and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of **Section 11.1(a)**. In the event of an insured loss, the deductible shall be treated as an Association Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of one or more Members, Licensee, or Invitee, then the Board may assess the full amount of such deductible against such Member and their Site (as applicable) as a Default Assessment.

All insurance coverage obtained by the Board shall (if reasonably available):

(i) Be written with a company authorized to do business in Montana;

(ii) Be written in the name of the Association as trustee for the benefited parties. Policies on Facilities shall be for the benefit of the Association and its Members;

(iii) Not be brought into contribution with insurance purchased by Owners, occupants or their mortgagees individually;

(iv) Contain an inflation guard endorsement;

(v) Include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) Provide that each Member is an insured person under the policy with respect to liability arising out of such Member's interest as a member of the Association in the Facilities (provided, this provision shall not be construed as giving a Member any interest in the Facilities other than that of a Member);

(vii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any act or omission of one or more Members, or on account of any curable defect or violation of any Member without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(viii) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

(c) Waiver of Subrogation and Endorsements. In addition, the Board shall use reasonable efforts to secure insurance policies which name the Members, collectively, as additional insureds for claims arising in connection with the ownership, existence, use or management of the Facilities and provide:

(i) A waiver of subrogation as to any claims against the Association's Board, Staff, officers, and any manager, the Members and their Licensees and Invitees;

(ii) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) An endorsement excluding Member's individual policies from consideration under any "other insurance" clause;

(iv) An endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(v) A cross-liability endorsement that provides cross-liability coverage; and

(vi) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no mortgagee having any interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(d) Each Owner shall maintain property and casualty insurance on any structures located on such Owner's Site which provides full replacement cost coverage less a reasonable deductible. Upon the Association's request, an Owner shall provide the Association with a current certificate of insurance evidencing the insurance required in this **Section 11.1(d)**.

11.2 **Casualty.**

(a) In the event of damage or destruction to any part of the Facilities, any insurance proceeds shall be collected by and paid to the Association and such insurance proceeds, if sufficient to reconstruct or repair the damage in the estimation of the Board, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damaged or destroyed Facilities, as applicable, or if there are no insurance proceeds, the Board shall levy a Special Assessment pursuant to the Governing Documents in the aggregate amount of such deficiency and shall proceed to make such repairs or reconstruction. Notwithstanding the foregoing, the Association shall not repair or reconstruct the damaged or destroyed Facilities if **(i)** such repair or reconstruction would be illegal under any local, state or federal law, or **(ii)** if within sixty (60) days after such damage or destruction **(A)** during the Declarant Control Period the Declarant elects not to rebuild, or **(B)** after the Declarant Control Period, the Board elects not to rebuild. If the Declarant or the Board elects not to rebuild as provided above, the Association shall demolish any destroyed or damaged improvements, remove all debris and rubble caused by such demolition and return the damaged or destroyed area to a sightly condition and shall have the right to levy against and collect from the Members a Special Assessment for this limited purpose, if necessary. The Special Assessment provided for herein shall be a debt of each Member, and may be enforced and collected in the same manner as any assessment lien provided for in the Governing Documents.

(b) Subject to the terms of any Supplemental Declaration or governing document of a Sub-Association, in the event of damage or destruction of the improvements located on any Site or any part thereof (other than any Facilities which is governed by **Section 11.2(a)**), the Owner of such Site shall, at its sole cost and expense, with due diligence, either **(i)** cause the damaged or destroyed improvements to be repaired and restored to a condition comparable to that prior to the damage or destruction, or **(ii)** demolish the destroyed or damaged improvements, in which event the rubble caused by such demolition shall be removed and the affected Site graded and landscaped. If such repair or restoration or such demolition, debris removal, grading and landscaping is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if the same is commenced but then abandoned for a period of more than ninety (90) days, the Association may initiate proceedings under **Article 9**, inclusive of fining the Owner until such repair or restoration or such demolition, debris removal,

grading and landscaping is commenced or re-commenced, as the case may be, unless the Owner can prove to the satisfaction of the Board that such failure is due to circumstances beyond the Owner's control. All Construction Activity commenced under this **Section 11.2(b)** shall be subject to DRB review and approval, which will not be unreasonably withheld. In addition to the remedies available pursuant to **Article 9**, the Association, acting through the Board, may undertake demolition, grading, and landscaping of the affected Site and charge the Owner for the costs thereof as a Default Assessment.

(c) In the event of damage or destruction to any part of a Special Benefits Amenity due to fire or other adversity or disaster, the casualty shall be handled in the same manner as detailed in **Section 11.2(a)** above, but that only those Members whose Sites are included in the applicable Special Benefits Area, together with the Declarant during the Declarant Control Period, are entitled to vote and are subject to any Special Assessment as applicable.

11.3 **Condemnation.**

(a) In the event the Facilities, or any portion thereof, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain or by purchase in lieu thereof, each Member will be entitled to notice thereof, but the Association will act as attorney-in-fact for all Members in the proceedings incident to such taking unless otherwise prohibited by law. The award for such taking will be payable to the Association as trustee for all of the Members to be used as follows:

(i) If the taking involves a portion of the Facilities on which improvements have been constructed, then, unless **(A)** restoration or replacement of such improvements would be illegal under any state, local or federal law or **(B)** within sixty (60) days after such taking **(I)** during the Declarant Control Period Declarant elects not to restore or replace such improvements, or **(II)** after the Declarant Control Period, the Board elects not to restore or replace such improvements, the Association shall restore or replace such improvements so taken on the remaining land included in the Facilities to the extent lands are available therefore, in accordance with plans approved by the DRB and other governmental or quasi-governmental entity having jurisdiction over the Property. If such improvements are to be restored or replaced, and the award for the taking is insufficient to restore or replace such improvements, the Board shall levy a Special Assessment in the aggregate amount of such deficiency and shall proceed to restore or replace such improvements. The Special Assessment provided for herein shall be a debt of each Member, and may be enforced and collected in the same manner as any assessment lien provided for in the Governing Documents.

(ii) If the taking does not involve any improvements, or if there is a decision made not to restore or replace as set forth above, or if there are net funds remaining after any such restoration or replacement of improvements is completed, then the Association shall retain such excess proceeds and place them in the Association's reserve account.

(b) In the event any Site or any portion thereof (other than any Facility which is governed by **Section 11.3(a)**) shall be taken, the condemnation award for such taking shall be

paid solely to the Owner of such Site. The repair or restoration of any improvements located on such Site which are affected by the taking shall be completed as if it were a casualty, in accordance with the terms of **Section 11.2(b)**. If an entire Site shall be condemned, the Owner thereof shall automatically cease to be a Member of the Association with respect to such Site, but obligations arising prior to such taking shall remain the obligation of such Person regardless of the termination of Membership.

(c) In the event a Special Benefits Amenity, or any portion thereof, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain or by purchase in lieu thereof, the condemnation shall be handled in the same manner as detailed in **Section 11.3(a)** above, but that only those Members whose Sites are included in the applicable Special Benefits Area, together with the Declarant during the Declarant Control Period, are entitled to notice and the right to vote and are subject to any Special Assessment as applicable.

Article 12
Mortgagee Provisions

12.1 **Notices of Action.**

(a) Any holder, insurer, or guarantor of a mortgage which provides a written request as specified herein to the Association's registered agent, thereby becoming an "**Eligible Holder**", will be entitled to written notice of:

(i) Any condemnation loss or any casualty loss of which the Association has notice which affects a material portion of **(A)** the Facilities, or **(B)** any Special Benefits Area that includes a Site on which there is a first mortgage held, insured, or guaranteed by such Eligible Holder; or

(ii) At least thirty (30) days prior to any foreclosure by the Association of a lien, a delinquency in the payment of any Assessment, charge, fine, penalty or other amount payable by a Member with respect to a Site subject to the mortgage of such Eligible Holder.

(b) The written request as required under this **Section 12.1** shall clearly state the legal description and address of the Site as well as the name, mailing address, telephone number and e-mail address of the person who should receive the notices for the above listed actions. It is the sole obligation of the Eligible Holder to keep this information up to date with the Association and deliver notice as provided herein to the Association when this information changes. The Association will not be in default for failure to provide the above-listed notices if the Eligible Holder does not provide the Association with accurate information.

(c) Any written notice required under this **Section 12.1** to be provided by the Association to an Eligible Holder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by certified mail, first-class, postage pre-paid, return receipt requested to the address provided by the Eligible Holder.

12.2 **Payment of Unpaid Assessment.** Any mortgagee or other lienholder holding a lien on a Site may pay any unpaid Assessment with respect to such Site, together with any and all costs and expenses incurred with respect to the Assessment lien securing such unpaid Assessment.

Article 13
Jurisdiction, Annexation and Withdrawal

13.1 **Jurisdiction.** The Property within the jurisdiction of the Association and subject to this Master Declaration and the Governing Documents as of the date hereof is described in **Exhibit A** attached to this Master Declaration and incorporated herein by reference. Property within the jurisdiction of the Association and subject to this Master Declaration is subject to all provisions of the Governing Documents. Pursuant to the provisions of this **Article 13**, the Annexable Area and other real property may be subjected to the jurisdiction of the Association and become part of the Property subject to this Master Declaration.

13.2 **Expansion of Jurisdiction by Declarant.**

(a) During the Declarant Control Period, the jurisdiction of the Association and the Property subject to this Master Declaration may be expanded in accordance with **Section 14.2(a)(ix)** hereof. Notwithstanding any other term herein, in relation to any annexation, the Declarant may modify the provisions of this Master Declaration in relation to applicable types of Assessments, applicable Assessment rates and amounts, in the Declarant's sole discretion, any such modifications to be set forth in a Supplemental Declaration. The Declarant shall, in its sole discretion, determine the class of membership for each Owner of property so annexed.

(b) Any such annexation shall be effective upon the recording of such supplement in the Public Record, unless otherwise provided therein. Upon annexation, the owner or owners of the annexed property shall become a Member in the Association, will be subject to the Governing Documents and entitled to the rights and obligations of the Members as set forth in the Governing Documents.

(c) Nothing in this Master Declaration shall be construed to require Declarant or any successor to subject additional property to this Master Declaration or to develop any of the Property whatsoever.

13.3 **Expansion of Jurisdiction by the Association.**

(a) After the Declarant Control Period, the jurisdiction of the Association and the Property subject to this Master Declaration may be expanded by annexation of the Annexable Area or any portion thereof, and of other real property, subject to the Affirmative Vote of a Majority of the Classes. Such annexation shall be accomplished by recording in the Public Record, a supplement to **Exhibit A** describing the property being annexed, stating the results of the vote taken, and signed by the Association and the owner of the real property being annexed.

(b) Any such annexation shall be effective upon the recording of such supplement in the Public Record, unless otherwise provided therein. Upon annexation the owner of the annexed property shall become a Member in the Association, will be subject to the Governing Documents and entitled to the rights and obligations of the Members as set forth in the Governing Documents. The Association, in its sole discretion, may impose a fee to be paid by the owner of the annexed property to defray any costs of annexation.

(c) Nothing herein shall be construed to require the Association to subject additional real property to this Master Declaration or develop any Property whatsoever.

13.4 **Withdrawal from Jurisdiction.**

(a) Declarant, during the Declarant Control Period, and thereafter the Association, reserves the right to remove any Property from the area subject to this Master Declaration with the written consent of the Owner of such Property. In the event such Property is owned by the Association, only the written consent of a majority of the Board shall be required. Such withdrawal shall be accomplished by recording in the Public Record a supplement to **Exhibit A** describing the property being withdrawn, stating the authority for withdrawal, and signed by Declarant during the Declarant Control Period, and thereafter by the Association, and applicable Owners.

(b) Prior to any withdrawal, all applicable Assessments that are owed to the Association must be paid to or waived in writing by the Association.

Article 14
Miscellaneous

14.1 **Duration of Master Declaration.** The covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Master Declaration shall run with and bind the Property in perpetuity unless terminated in accordance with the terms of this Master Declaration. In the event this Master Declaration or any provision hereof is found to be subject to the Rule Against Perpetuities or similar legal doctrine, this Master Declaration or provision shall be deemed to run for a period of twenty (20) years from the date of recordation of this Master Declaration in the Public Record, after which it shall be automatically extended for successive ten (10) year periods, unless at least one year prior to the expiration of the initial term or any such ten (10) year period of extended duration, this Master Declaration is terminated by a termination agreement that has been authorized and executed by all of the following: **(a)** the Class B Member during the Declarant Control Period, and **(b)** at least eighty percent (80%) of the votes of each Class of Members in the Association (other than the Class B Member), acting as separate Classes. Such agreement shall not be effective until recorded in the Public Record.

14.2 **Amendment.**

(a) **By Declarant.** During the Declarant Control Period, Declarant may unilaterally amend this Master Declaration for any purpose, provided the amendment has no material adverse effect on the right of any Owner. Notwithstanding the above, during the

Declarant Control Period, Declarant may unilaterally amend this Master Declaration if such amendment is **(i)** necessary to bring any provision in compliance with any applicable governmental statutes, necessary governmental registrations, rule, regulation, or judicial determination; **(ii)** necessary to enable any reputable title insurance company to issue title insurance coverage on the Sites; **(iii)** required by a Federal Mortgage Underwriter, to enable such Federal Mortgage Underwriter to make or purchase mortgage loans on the Sites; **(iv)** necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Sites; **(v)** necessary to enable any governmental agency or reputable private insurance company to insure the Property, or any portion thereof; **(vi)** otherwise necessary to satisfy the requirements of any governmental or quasi-governmental entity; **(vii)** necessary to develop in accordance with the Overall Development Plan; **(viii)** to establish Interval Ownership pursuant to **Section 7.24**; or **(ix)** necessary to annex the Annexable Area or any portion thereof, or any other real property, which amendment shall be effective upon a recording of a Supplemental Declaration stating the amendment, the authority for the amendment, and signed by Declarant.

(b) By Members. After the Declarant Control Period, this Master Declaration may be amended by an Affirmative Vote of a Majority of the Classes.

14.3 **Effect of Provisions of Master Declaration.** Each provision of this Master Declaration, and any agreement, promise, covenants and undertaking to comply with each provision of this Master Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate all easements, grants, and conveyances herein and all other provisions of this Master Declaration shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within the Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

14.4 **Interpretation of the Master Declaration.** The Association, by and through its Board, shall have the exclusive right to construe and interpret the provisions of this Master Declaration, except for provisions expressly delegated to the DRB. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefitted or bound by the covenants and the provisions hereof.

14.5 **Attorneys' Fees.** In the event suit or action is instituted for a declaration of rights hereunder or to enforce any of the provisions of this Master Declaration, the parties agree to pay to the prevailing party all reasonable costs, fees, and paralegals' and attorneys' fees (as calculated on an hourly fee basis and not a contingency fee basis) and all costs of collection and enforcement, including, but not limited to, any appeals.

14.6 **Limited Liability.** None of Declarant, the Association, the DRB, the Board, or any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter related to the Governing Documents if the action taken or failure to act was in good faith and without malice. Such parties shall additionally be entitled to indemnification to the extent required under applicable law or any Governing Document.

14.7 **Disclaimer of Representations.** Anything to the contrary in this Master Declaration notwithstanding, Declarant makes no, and disclaims any and all, warranties or representations whatsoever that the Overall Development Plan (as presently envisioned or as amended in the future) for the development of the Property can or will be carried out or that any real property now owned or hereafter acquired by Declarant is or will be subjected to this Master Declaration, or that any such land, whether or not it has been subjected to this Master Declaration, is or will be committed to or developed for a particular use, or that if such real property is once used for a particular use, that such use will continue in effect. No assurances are made regarding the preservation of views from any Site or configuration, location, Site type or other aspect of the development in the vicinity of any Site.

14.8 **Use of Trademark.** Each Owner, on behalf of themselves and their Licensee and Invitees acknowledge that "Moonlight Basin," "Moonlight Basin Ranch," "Ski Moonlight," "The Reserve at Moonlight Basin," "Moonlight," "Genuine Montana," "Moonlight Montana", "The Club at Moonlight", and the "Tree Moon" logo, and all future similar and derivative marks, designs and logos are service marks and trademarks of MB MT Acquisition LLC (such entity, or any assignee as to such names with the United States Patent and Trademark Office, the "**Mark Holder**") and to covenant that he shall not use the same without the prior written permission of the Mark Holder or its licensees.

14.9 **Successors and Assigns.** Except as otherwise provided herein, this Master Declaration shall inure to the benefit of Declarant, the Association, and each Member and shall be binding upon Declarant, the Association, each Member and their respective heirs, devisees, personal representatives, successors and assigns.

14.10 **Severability.** A determination of invalidity of any one or more of the provisions or conditions hereof by judgment, order or decree of a court shall not affect in any manner the other provisions hereof which shall remain in full force and effect.

14.11 **Captions.** The captions and headings in this Master Declaration are for convenience only and shall not be considered in construing any provisions of this Master Declaration.

14.12 **Gender.** The use of the masculine gender in this Master Declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and *vice versa*, whenever the context so requires.

14.13 **No Waiver.** Failure to enforce any provisions of this Master Declaration shall not operate as a waiver of any such provision or of any other provision of this Master Declaration.

14.14 **Evidence of Membership and Registration of Mailing Address.** Any Person upon becoming a Member shall furnish to the Association a copy of the instrument vesting that Person with the interest required to make him a Member of the Association. Each such Member at the same time shall give a single name and address to which notices to such Member may be sent, as well as an e-mail and telephone number by which that person can be contacted. In the event of any change in the facts reported in the original written notice, including any change of

ownership, the Member shall give a new written notice to the Association containing all the information required to be contained in the original notice. As against any Member, and any Person claiming by, through, or under such Member, the Association may, but shall not be obligated to, for any and all purposes, rely on the information reflected in the most recent written notice furnished with respect to such Member. In no event will the Association have any obligation to investigate into the address or contact information of any Member.

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

DECLARANT

MB MT ACQUISITION LLC,
a Delaware limited liability company

By: _____
Matthew E. Kidd
Principal

STATE OF MONTANA)
:ss
COUNTY OF Gallatin)

This instrument was acknowledged before me on January 8th, 2015, by Matthew E. Kidd, as Principal of MB MT ACQUISITION LLC, a Delaware limited liability company.

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

_____ [signature]
Mindy C. Nowakowski
Notary Public for the State of Montana
Residing at Big Sky, Montana
My commission expires: October 12, 2016

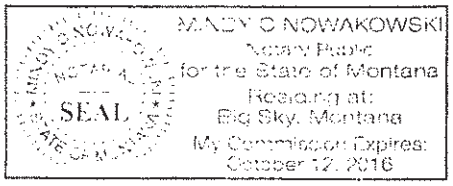


Exhibit A

of
Declaration of Master Covenants, Conditions and Restrictions
for
Moonlight Basin Community

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 and 4, and Admin. Tract of Strawberry Ridge (Cowboy Heaven Ph. 4-A), Planned Unit Development, Final Plat, in Madison County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder, Madison County, Montana. (Plat reference in Book 4 of Plats, Page 547, records of Madison County, Montana)

Exhibit B

of
Declaration of Master Covenants, Conditions and Restrictions
for
Moonlight Basin Community

CLASSES OF MEMBERSHIP

There shall be two (2) initial Classes of Members in the Association, as set forth below. A Member may belong to more than one Class.

Class A. Class A Members shall be all of the Owners of Residential Sites. A Class A Member who owns fee simple title to a Residential Site shall be entitled to one vote for each Residential Site owned by such Class A Member.

Class B. The Declarant shall constitute the entire Class B Membership as the Declarant Special Member. The Class B Member shall be entitled to one vote for each Site the Class B Member owns. The Class B Member may at any time give the Association notice that it wishes to resign as a member and the Class B Member shall thereafter have no further rights or obligations hereunder as the Class B Member.

At any time during the Declarant Control Period, the Declarant may amend, in its sole discretion, from time to time, **Exhibit B** and add a third membership class, the Business Class, and the consent of no other party shall be required.

Exhibit C

of
Declaration of Master Covenants, Conditions and Restrictions
for
Moonlight Basin Community

ASSESSMENTS

Article 1
Types of Assessments

1.1 Common Assessments.

(a) Notices. Notices of "**Common Assessment**" levies shall be sent to the addresses on file with the Association for Members, or in the absence of an address on file with the Association, the publicly available address for such Persons on file with the Madison County Treasurer. Payment of each Common Assessment shall become due and payable as set forth by the Board in the notice of assessment.

(b) Calculation. Water & Sewer calculates and assigns a certain number of Single Family Equivalents ("**SFEs**") to each improved Site ("**Site SFEs**"). For improved Sites, the Board shall use the Site SFE determined by Water & Sewer. For unimproved Sites, the Board shall allocate a Site SFE of 2.5. For each Site, the Board shall determine the ratio of a particular Site's Site SFEs over the total of all Site SFEs for Site's paying Common Assessments ("**SFE Ratio**"). The Board shall then multiply the SFE Ratio for a particular Site by the Association Expenses to determine the Common Assessment for that particular Site.

(b) Exemption. The Board may provide for a process by resolution of the Board, whereby it can grant an exemption to an Owner for the payment of the Common Assessment.

1.2 Community Transfer Assessment.

(a) Obligation at Transfer. Upon a Transfer, every Transferor shall pay to the Association a "**Community Transfer Assessment**" equal to the Fair Market Value for the Site multiplied by one percent (1%).

(b) Definitions. For the purposes of this Exhibit, the following terms are defined as set forth below.

(i) Consideration. Consideration means and includes the total of money paid or value delivered and the Fair Market Value of any property delivered, or contracted to be paid or delivered, in return for the Transfer of any Site, and includes the amount

outstanding of any note, contract indebtedness, or rental payment assumed, deemed forgiven or received in connection with such transfer, whether or not secured by any lien, mortgage, or other encumbrance, given to secure the Transfer price, or any part thereof, or remaining unpaid on the property at the time of Transfer. The term "Consideration" does not include the amount of any outstanding lien or encumbrance for taxes, special benefits or improvements, in favor of the United States, the State of Montana, or a municipal or quasi-municipal governmental corporation or district.

(ii) Entity. Entity means a corporation, partnership, limited liability company, association, or any other legal entity, but does not include any of the foregoing serving in a trustee capacity or any natural person, whether serving in his individual or trustee capacity.

(iii) Fair Market Value. Fair Market Value means the greater of: **(A)** the Consideration given by the Transferee to the Transferor in exchange for the Transfer of a Site, or **(B)** the price that a Transferee would pay to a Transferor for a Site in a bona fide arms' length Transfer between unrelated Persons, as determined by the Board.

(iv) Transfer. Transfer means, whether in one transaction or in a series of related transactions, any direct or indirect conveyance, assignment, merger, or other transfer, whether by operation of law or otherwise, of beneficial ownership of any Site, including but not limited to **(A)** the conveyance of fee simple title to any Site, **(B)** the transfer of more than fifty percent (50%) of the outstanding shares of the voting or control equity interests of an Entity, which, directly or indirectly, owns one or more Sites, and **(C)** the transfer of more than fifty percent (50%) of the interest in net profits, net losses, or net cash distribution rights of any Entity which, directly or indirectly, owns one or more Sites, but "Transfer" shall not mean or include the transfers exempted under **Section 1.2(c)** below.

(v) Transferee. Transferee (i.e., "buyer") means and includes all parties to whom any interest passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this **Section 1.2**.

(vi) Transferor. Transferor (i.e., "seller") means and includes all parties from whom any interest passed by a Transfer, and each party included in the term "Transferor" shall have joint and several liability for all obligations of the Transferor under this **Section 1.2**.

(c) Exemptions. The Board shall adopt a resolution which states which Transfers may be exempt from payment of the Community Transfer Assessment and provides for a process by which a Transferor may apply for a determination of the Board to evaluate and determine whether a Transfer is subject to payment of the Community Transfer Assessment.

(d) Payment and Reports. The Community Transfer Assessment shall be due and payable by the Transferor to the Association at the time of the Transfer giving rise to such Community Transfer Assessment. With such payment, the Transferor shall make a written report to the Association on forms prescribed by the Association, fully describing the Transfer,

the names of the parties thereto, the legal description of the Site transferred, and such other information as the Association may reasonably require.

1.3 Default Assessment. Notwithstanding anything to the contrary contained herein, if any expense of the Association is caused by **(a)** the negligence or misconduct of a Member or a Member's family member, employee, agent, Licensee or Invitee, or **(b)** a violation of any covenant or condition of a Governing Document by a Member or a Member's family member, employee, agent, Licensee or Invitee, the Association may, if it deems necessary or advisable, levy an assessment against such Member. Any such assessment levied by the Association, and each fine, penalty, fee, or other charge imposed upon a Member for the Member's violation of any covenant or condition of any Governing Document, are each referred to herein as a "**Default Assessment.**"

1.4 Special Assessment. The Association may levy "**Special Assessments**" from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Master Declaration, any Special Assessment for Common Expenses shall require the Affirmative Vote of a Majority of the Classes. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

1.5 Special Benefits Area Assessments.

(a) Amounts Included in Special Benefits Area Assessments. Assessments in relation to Special Benefits Areas ("**Special Benefits Area Assessments**") shall be levied as follows. Each Special Benefits Area Budget (as defined below) shall include estimated expenditures for the following purposes: **(i)** to operate, manage, maintain, replace, rebuild and repair the Special Benefits Amenities and to defray the cost of services provided by or on behalf of the Association to Members whose Memberships are appurtenant to each Special Benefits Area, and **(ii)** to provide for reserves attributable to the Special Benefits Amenities. Such estimated expenditures shall include, but not be limited to, all charges, costs, and expenses whatsoever incurred by the Association for or in connection with the administration of the Special Benefits Amenity and Special Benefits Area, including, but not limited to; **(A)** any taxes and assessments assessed against the Special Benefits Amenities for which the Association is responsible; **(B)** insurance premiums, including fire and other casualty insurance, liability insurance, workman's compensation insurance, and other insurance obtained for the Special Benefits Amenities; **(C)** payment of any liability of such Association for loss or damage arising out of or in connection with the Special Benefits Amenities or any fire, accident, or nuisance occurring within or in relation to the Special Benefits Amenities; **(D)** the cost of all utility services to the Special Benefits Amenities, including water, electricity, refuse removal, landscape maintenance services, and any other service attributable thereto; **(E)** the unpaid share of any Special Benefits Area Assessments levied during the previous fiscal year against Members who have defaulted in payment thereof, to the extent that the same becomes uncollectible; and **(F)** cleaning, janitorial and landscape care fees, and other necessary expenses

of upkeep, maintenance, management and operation incurred with respect to the Special Benefits Amenities.

(b) Allocation of Special Benefits Area Assessments. The Special Benefits Area Assessments shall be levied against the Owners of each of the Sites within the applicable Special Benefits Area based on the relative SFEs within the Special Benefits Area, relative frontage of each benefitted Site, on the relative area of each benefitted Site, or by any other method that the Board finds will result in assessments being equitably apportioned.

(c) Procedure for Establishing Special Benefits Area Assessments. At such time as the Board meets for the purpose of preparing the proposed budget of the Association for the next succeeding fiscal year, the Board will also establish a budget for the expenses of each Special Benefits Amenity ("**Special Benefits Area Budget**"), which Special Benefits Area Budget will be distributed to the Owners of Sites located within the Special Benefits Area.

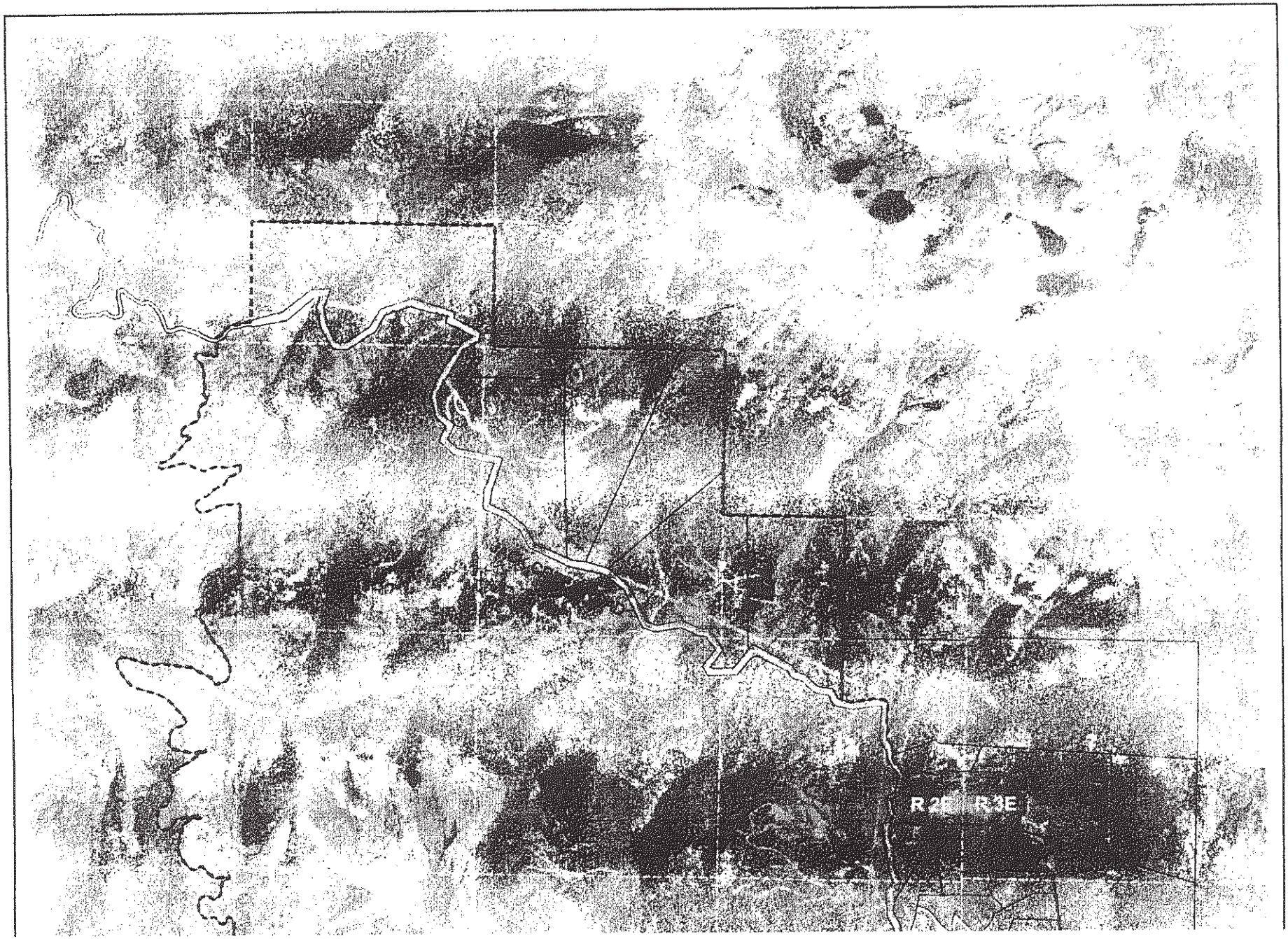
1.6 General Provisions. Any payment or report required hereunder to be made to the Association shall be deemed to have been in a timely fashion if sent to the principal office of the Association by **(a)** first class mail, postage prepaid and postmarked no later than the date such payment or report is due, or **(b)** reputable overnight delivery service sent no later than the date such payment or report is due. The Association at its own expense shall have the right at any time during regular business hours to inspect and copy all records and to audit all accounts of any Member which are reasonably related to such Member's obligation hereunder to pay assessments or make reports to the Association. The Board shall have the power to determine any matter and to resolve any dispute arising out of the application, determination, payment and collection of any Assessment or the making of any report provided for in this Article, and may promulgate such additional Rules and Regulations which are consistent with the provisions hereof as the Board may deem necessary, useful or appropriate to the reasonable and efficient administration of such provision.

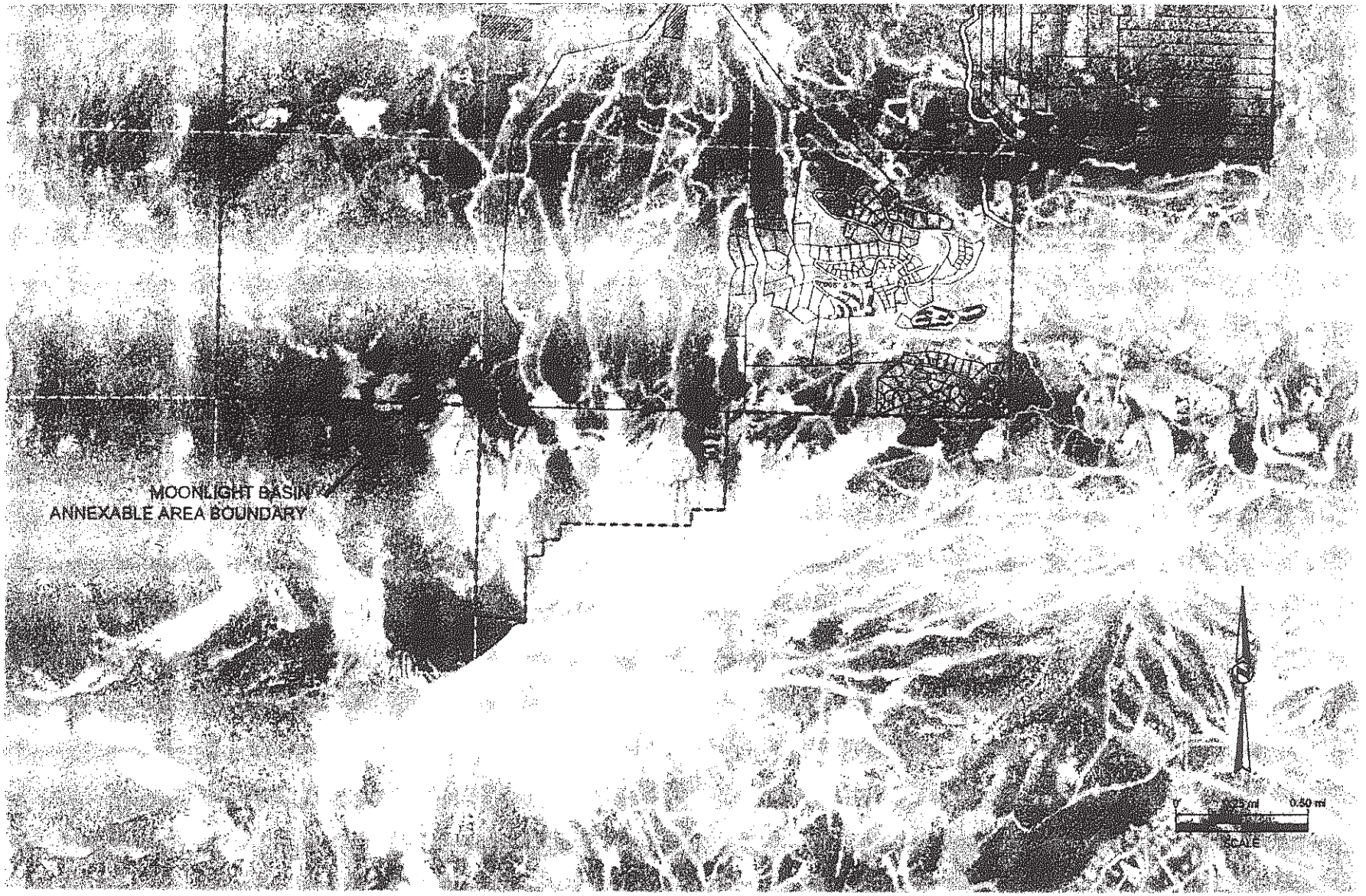
Exhibit D

of
Declaration of Master Covenants, Conditions and Restrictions
for
Moonlight Basin Community

ANNEXABLE AREA

K:\01 Overall Development\04 Survey Base\PROJECTS\MB Community Association\dwg\MBCA Exhibit D.dwg, 12/8/2014 9:53:07 AM, LMLC P&D, EWB





MOONLIGHT BASIN

MADISON COUNTY, MONTANA

MOONLIGHT BASIN COMMUNITY ASSOCIATION - EXHIBIT E

DRAWN BY: CWB
DESIGNED BY: NA
DATE ISSUED: 12/30/14
PROJECT NO.: NA
DRAWING NAME: MBCA Exhibit E.dwg
SHEET
1 OF 1

MOONLIGHT BASIN

PLANNING & DEVELOPMENT
123 SNOWY MOUNTAIN CIRCLE
P.O. BOX 160040
BIG SKY, MT 59716

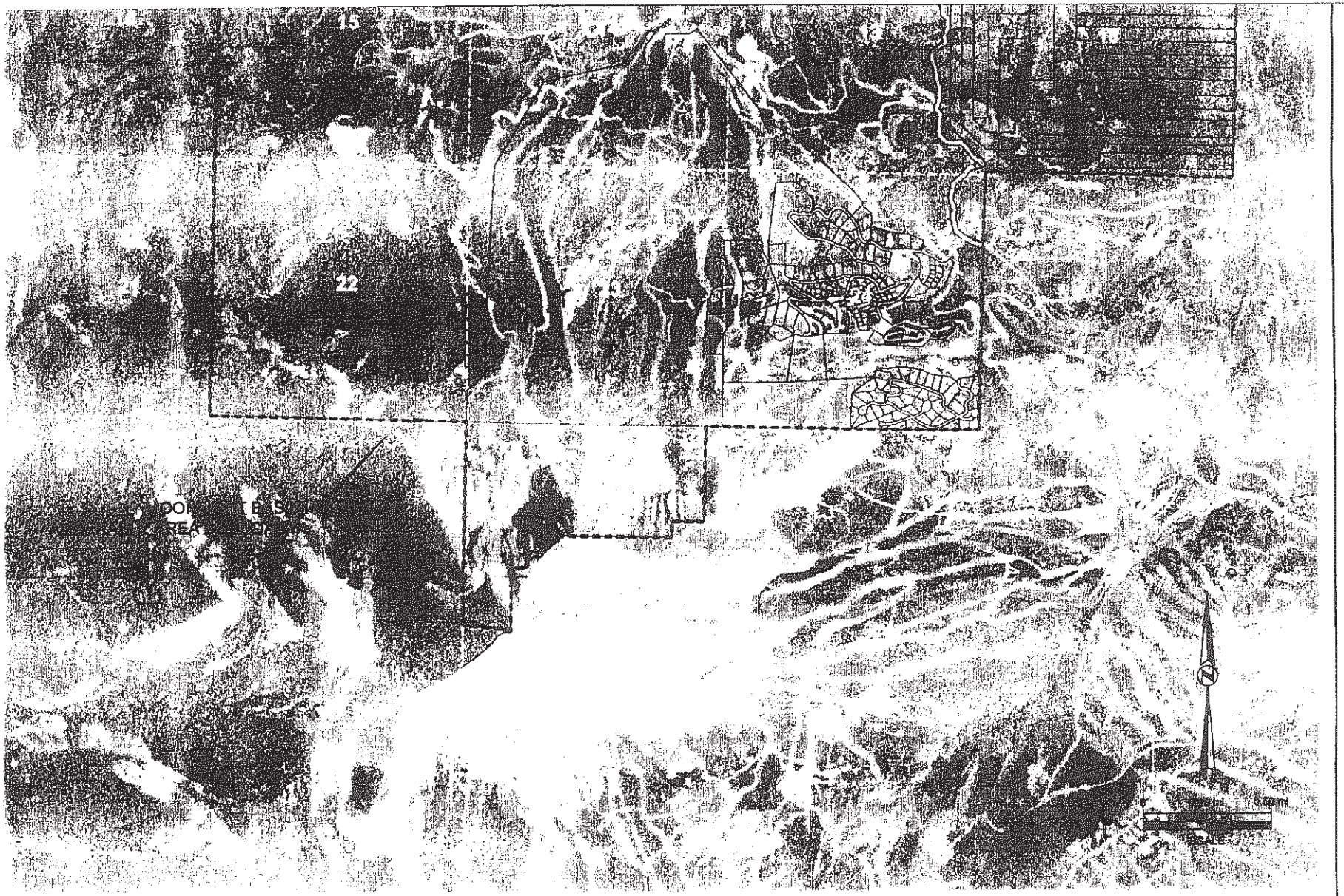
office: (406) 219-0830
fax: (406) 995-2186

This map has been created for planning purposes only. It shall only be used for discussion and planning purposes and what is represented on the map may change based on planning and development decisions. Unless otherwise stated it is not a survey or recorded plat and is not intended to portray actual acreage, delineated wetlands, geotechnical results, property lines or the actual surveyed locations of any infrastructure that may be indicated on the map. By accepting this map, the recipient acknowledges that the information portrayed on this map is for illustrative purposes only and may not accurately portray what currently exists on the site, what is to be developed in the future or what is recorded or on file with the Madison County Clerk and Recorder or Madison County Planning Department. This map shall not be used as a substitute for the recipient's own independent due diligence necessary for projects. Moonlight Basin Acquisition, LLC, and its affiliated or parent companies, subsidiaries, officers, directors, members, managers, employees and agents assume no responsibility for, and make no representations regarding, the accuracy of the information portrayed on the map.

Exhibit E

of
Declaration of Master Covenants, Conditions and Restrictions
for
Moonlight Basin Community

GENERAL DEPICTION OF GOLF COURSE PROPERTY



MOONLIGHT BASIN

MADISON COUNTY, MONTANA

MOONLIGHT BASIN COMMUNITY ASSOCIATION - EXHIBIT D

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 12/08/14
PROJECT NO.: NA
DRAWING NAME: MBCA Exhibit D.dwg
SHEET
1 OF 1

PLANNING & DEVELOPMENT
123 SNOWY MOUNTAIN CIRCLE
P.O. BOX 160040
BIG SKY, MT 59716

office: (406) 219-0830
fax: (406) 995-2186

MOONLIGHT BASIN

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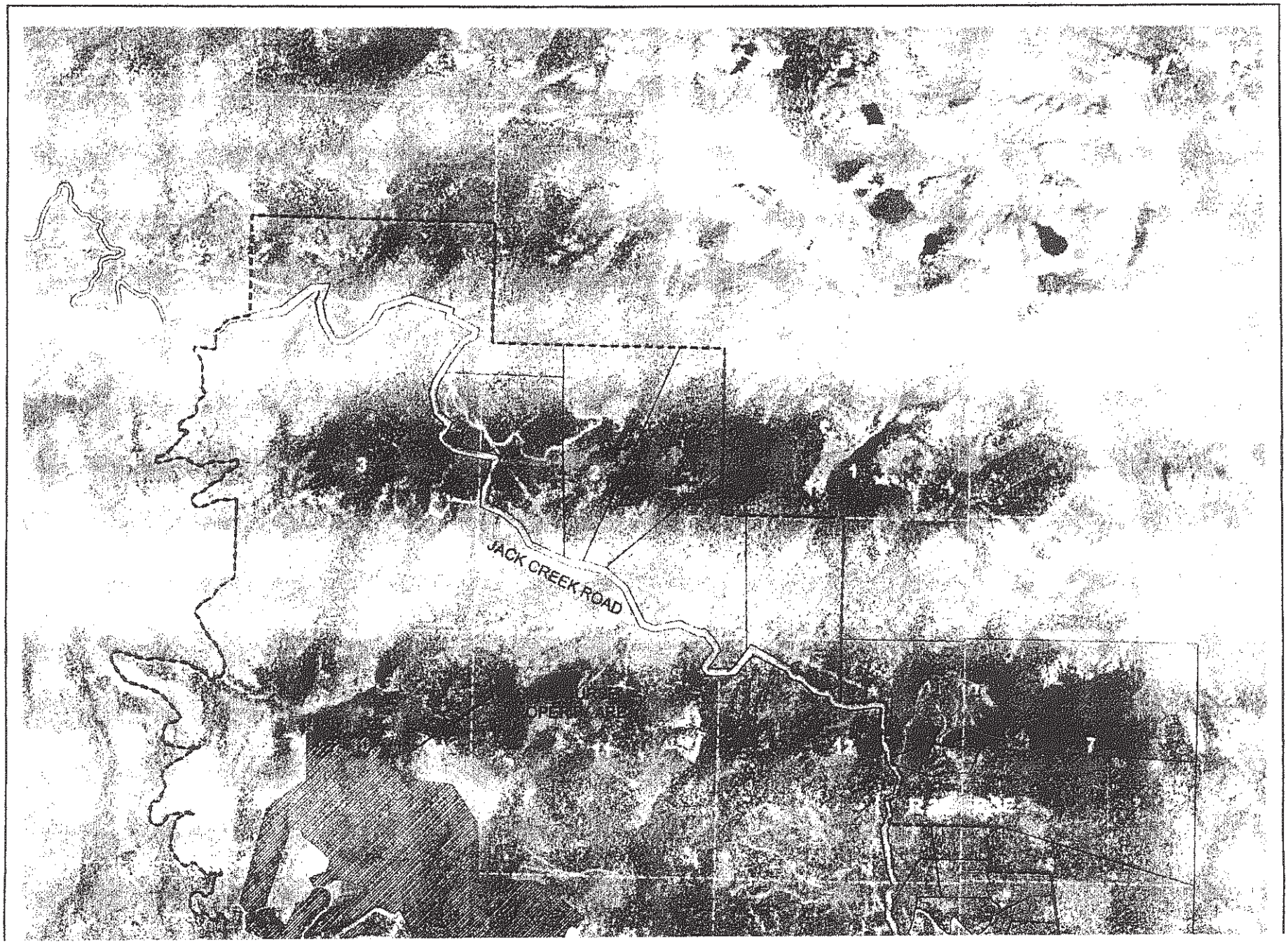
K:\01 Overall Development\04 Survey Base\PROJECTS\MB Community Association\dwg\MBCA Exhibit E.dwg, 12/8/2014 9:12:28 AM, LMLC P&D, EWB



After recording, return to:
Crowley Fleck PLLP
Attn: Nate Good
P.O. Box 10969
Bozeman, MT 59719

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BYLAWS

OF

[NAME] CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I - GENERAL PROVISIONS

1.1 Legal Description. These Bylaws ("Bylaws") apply to the [Name] Condominium Owners' Association ("Association"), which governs the property more particularly described on Exhibit A, together with any property added to the Declaration (as defined in Section 2.2 below), as such may be amended, restated or finalized from time to time.

1.2 Adoption. These Bylaws are adopted by the Board of Directors of the Corporation (the "Board") and by the Declarant under the Declaration, as the owner of the Property.

ARTICLE II - DEFINITIONS AND GOVERNANCE

2.1 Definitions. Unless otherwise defined herein, all terms used in these Bylaws shall have the meanings set forth in the Declaration, as such may be amended, restated or finalized from time to time. The definitions contained in the Declaration are incorporated by reference herein.

2.2 Declaration. "Declaration" shall mean and refer to the Declaration for [Name] Condominiums recorded _____, 20___, as Document No. _____, records of Madison County, Montana, as such may be amended, restated or finalized from time to time.

ARTICLE III - MEMBERSHIP VOTING RIGHTS

3.1 Membership. The members of the Association (the "Members") shall be the Unit Owners as set forth in the Declaration and membership in the Association shall transfer in

accordance with and otherwise be subject to the Declaration. The Members shall be subject to and comply with all Governing Documents.

3.2 Voting Rights. Voting shall be based on the Percentage of Interest as defined by the Declaration. If ownership of any Unit is vested in more than one person, then the vote for such Unit shall be exercised as the co-owners of such Unit decide among themselves and advise the Secretary of the Association in writing prior to any meeting or vote. Voting rights of an Owner that is not a natural person may be exercised by any officer, director, partner, trustee, member, manager, or other individual designated from time to time in a written instrument describing and certifying the authority of such person provided to the Secretary of the Association in writing prior to any meeting or vote. In a multiple interest Owner situation or in the situation of an Owner that is not a natural person, absent written advice to the Secretary of the Association, if more than one person seeks to exercise the vote the voting privilege with respect to the Unit shall be suspended. Except as otherwise expressly required by law, only Members in good standing (not delinquent in the payment of dues or other fees owed to the Association and not in violation of any provision of these Bylaws, the Declaration or any other Governing Documents) are entitled to vote. Neither the Association nor Declarant shall have any obligation to confirm, as among such multiple interest Owners or with respect to an Owner which is not a natural person, which of the persons has the right to exercise a vote. The written advice to the Secretary of the Association shall state which person has authority to act on behalf of the Unit Owner and include that person's name, mailing and physical address, telephone number and email address. The Association may rely on such notice until such notice is updated by a Unit Owner.

3.3 Annual Meeting. The annual meeting of the Members shall be held in the month of December, or such month thereafter that is determined reasonably practical, at a date, time and place to be set by the Board. After the expiration of the terms of the Initial Directors (as defined in Section 4.3 below), the Members shall elect a Board and transact any other business that may legally come before the meeting.

3.4 Special Meetings. Special meetings of the Members may be called by the President of the Association, the Board, or the holders of not less than five percent (5%) of the Percentage of Interest entitled to vote by written demand for a meeting signed and dated by such Members, describing the purpose for which the meeting is to be held, and delivered to any officer of the Association. Only matters within the purpose(s) described in the notice for a special meeting of the Members may be conducted at the special meeting.

3.5 Method of Calling Meetings. Written or printed notice stating the place, date and time of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, electronically, by facsimile or by mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given three (3) days after the date when deposited in the United States mail, with postage prepaid, addressed to the Member at his, her or its address as it appears on the records of the Association, or at his, her or its last known address. If notice is given electronically, such notice

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shall be deemed to be delivered when sent. If notice is delivered by facsimile, such notice shall be deemed to be delivered upon facsimile confirmation.

3.6 Quorum. Members holding [a majority] of the Percentage of Interest entitled to vote present, in person or by proxy, shall constitute a quorum at a meeting of Members. When a quorum is present or represented at any meeting, the vote of Members holding [a majority] of the Percentage of Interest entitled to vote, present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Condominium Documents, a different vote is required, in which case such express provision shall govern and control the decision of such question. If less than a quorum is present at a meeting, a majority of the Members entitled to vote and present at such meeting may adjourn the meeting without further notice until a quorum is present and represented.

3.7 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his, her or its Unit, or upon receipt of written notice by the Secretary of the Association of the death or judicially declared incompetence of a Member, or upon the expiration of eleven (11) months from the date of the proxy. The proxy shall identify the person or persons authorized to exercise the proxy and the length of time it will be valid. If the Member specifies a choice in his, her or its proxy, the vote shall be cast in accordance with that choice. In addition, voting by proxy shall comply with any other applicable requirements of Mont. Code Ann. § 35-2-539.

3.8 Telephonic Participation. Members may participate in a meeting of the Members by means of a conference telephone call or similar communication equipment through which all persons participating in the meeting can hear each other at the same time. Participation in this manner constitutes presence in person at a meeting.

ARTICLE IV - BOARD OF DIRECTORS

4.1 General Powers. The business and affairs of the Association shall be managed by its Board. The Board shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings, the management of the Association, and the use of the Common Elements as they may deem proper, not inconsistent with these Bylaws, the Declaration and the laws of the State of Montana. The Board shall also have the rights, duties and obligations specified in the Declaration. The Board may employ a manager or management agent (a "Manager"), to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize. The Board may also retain accountants, lawyers and other professionals and advisors as it deems necessary or advisable. The Board may employ personnel or contract for the maintenance, upkeep and repair of the Common Elements or other property or equipment owned or provided for the use of the Association.

4.2 Number and Qualification. The Association shall have not less than three (3) directors ("Directors") who shall constitute the Board as the governing body of the Association.

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The number of Directors may be increased or decreased, but not to fewer than three (3), from time to time by amendment of these Bylaws. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected or until such Director's earlier death, resignation or removal. Upon expiration of the terms of the Initial Directors, the election of the Board shall be conducted at the annual meeting of the Members. At such annual meeting, the Members shall elect the Board. An elected Director must be a Member (or representative of a Member) in good standing. At such election, the Members or their proxies may cast their vote(s) for each vacancy. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting. Voting for Directors or for their removal may be by written ballot.

4.3 Initial Board of Directors. [The initial Directors shall be appointed by the Declarant and need not be Members (the "Initial Directors"). Each Initial Director shall serve until the earlier of (i) the end of the Declarant Control Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors. Until the earlier of (i) the end of the Declarant Control Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, the Declarant, in its sole and absolute discretion, shall be entitled to fill by appointment any vacancy in the Initial Directors or to remove any Initial Director. Notwithstanding any other provision of these Bylaws to the contrary, the Members shall have no power to remove the Initial Directors nor to appoint any additional or successor Director until the earlier of (i) the end of the Declarant Control Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors.]

4.4 Election. [After the earlier of (i) the end of the Declarant Control Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, the election of the Board shall be conducted at the annual meeting of the Members.]

4.5 Term after Initial Board. [After the earlier of (i) the end of the Declarant Control Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, the term of one (1) Director shall be for three (3) years, the term of one (1) Director shall be for two (2) years, and the term of one (1) Director shall be for one (1) year, and thereafter one Director shall be elected each year and all such subsequently elected Directors shall serve terms of three (3) years. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected.]

4.6 Annual Meetings. The annual meeting of the Board shall be held each fiscal year (January 1 through December 31) in the first week of October, or as soon thereafter as is practicable, at a time and place designated by the Board.

4.7 Special Meetings. Special meetings of the Board may be called by or at the written request of the President of the Association or any of the Directors. The person or persons authorized to call other meetings of the Board may fix the place and time for the meeting.

4.8 Notice. Notice of any annual or other meeting of the Board shall be given at least two (2) days prior to the scheduled meeting, by written notice delivered personally, electronically or by facsimile transmission or mailed to each Director at the address for such

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person on the books of the Corporation. If mailed, such notice shall be deemed to be delivered three (3) days after it was deposited in the United States mail, with proper postage pre-paid. If notice is given electronically, such notice shall be deemed to be delivered when sent. If notice be given by facsimile, such notice shall be deemed to be delivered upon facsimile confirmation. The participation of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and such Director must file a written dissent with the person acting as secretary of the meeting before the adjournment or immediately after adjournment of the meeting.

4.9 Quorum. At any meeting of the Board, a majority of the total Directors shall constitute a quorum.

4.10 Manner of Acting. Each Director shall have one vote. The affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board. However, the affirmative vote of a single Director present at a meeting at which a quorum is present shall not be the act of the Directors unless a majority of the Directors in office vote in favor of authorizing such.

4.11 Action without Meeting. Action required or permitted to be taken at a Board meeting may be taken without a meeting if the action is approved by all members of the Board. The action must be evidenced by written consents (delivered personally, electronically, by facsimile or by mail) signed by all Directors.

4.12 Attendance. All Directors may participate in a regular or special meeting through the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

4.13 Removal of Directors. After the earlier of (i) the end of the Declarant Control Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, the Members may remove a Director, with or without cause, by casting the votes of the Percentage of Interest that would be sufficient to elect the Director. A Director elected by the Members may be removed by the Members only at a meeting called for the purpose of removing the Director. The meeting notice must state that the purpose or one of the purposes of the meeting is removal of the Director.

4.14 Resignation. A Director may resign at any time by giving written notice to the Board, the President or the Secretary of the Association. Unless otherwise specified in the notice, the resignation shall take effect at the date specified in the notice or if such date is not specified, then upon receipt thereof by the Board or such officer. The acceptance of the resignation shall not be necessary to make it effective.

4.15 Vacancies. After the earlier of (i) the end of the Declarant Control Period and (ii) a date on which Declarant voluntarily relinquishes its rights to appoint Initial Directors, if a Director dies or resigns, the vacancy shall be filled by the remaining Board at a duly held meeting,

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or by the sole remaining Director; provided, however, a vacancy created by the removal of a Director by the Members can be filled only by election by the Members. A successor Director shall serve for the unexpired term of his or her predecessor.

4.16 Compensation. No Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses, if reasonable, incurred in the performance of his or her duties as a Director.

4.17 Indemnification. The Association shall indemnify and advance expenses to any present or former Director or officer of the Association to the fullest extent authorized under Mont. Code Ann. §§ 35-2-446 through 35-2-452, as such may be amended, or any successor statutes. The rights to indemnification and advances set forth in this Section 4.17 shall be contract rights, and any amendment to or repeal of this Section 4.17 (or any provision hereof) shall not adversely affect any right to indemnification or advancement with respect to acts or omissions of an indemnitee occurring prior to such amendment or repeal (regardless of whether the proceeding relating to such acts or omissions is commenced before or after such amendment or repeal).

ARTICLE V - OFFICERS

5.1 Enumeration of Officers. The officers of the Association shall be a President, a Secretary and a Treasurer, each of whom shall be appointed by the Board. Such other officers and assistant officers as may be deemed necessary may be appointed by the Board.

5.2 Term of Office. Each officer shall hold office until the earlier of his or her successor being duly appointed, or his or her death, resignation or removal.

5.3 Resignation and Removal. Any officer or agent appointed by the Board may be removed by the Board at any time, with or without cause. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.4 Vacancies. A vacancy in any office may be filled by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer he or she replaces.

5.5 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board, shall in general supervise and control all the business and affairs of the Association, including the filing of liens for unpaid assessments in accordance with the Declaration and the enforcement activities of the Association. He or she shall, when present, preside at all meetings of the Board. He or she may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by the Declaration to some other officer or agent of the Association, or shall be required by law to

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be otherwise signed or executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of the Board and Member meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Declaration and these Bylaws, be custodian of the Association records, regulations, rules and resolutions and of the seal of the Association, if any, and keep a register of the post office address of each Director which shall be furnished to the Secretary by each Director, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Directors.

5.7 Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, including assessments, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the Declaration. The Treasurer shall be responsible for the collection of periodic assessments to be collected. Further, the Treasurer shall record the assessments due and paid and shall prepare quarterly reports reflecting the Association's assets, including the assessments due and paid and shall mail or otherwise provide a copy of the quarterly reports to each Director. In general, the Treasurer shall perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Directors. The Treasurer may, with the consent of the Board, retain an accountant or bookkeeper to assist with or perform such duties.

5.8 Salaries. The salaries of the officers, if any, shall be fixed from time to time by the Board and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director.

5.9 Other Duties, Obligations and Rights. The officers shall have all the duties, obligations and rights specified in the Declaration as well as those specified herein.

ARTICLE VI - CONTRACTS, LOANS, CHECKS AND DEPOSITS

6.1 Contracts. The Board may authorize any officer or officers, agent or agents of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

6.2 Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless properly authorized by resolution of the Board. Such authority may be general or confined to specific instances.

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6.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board.

6.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

ARTICLE VII - MAINTENANCE

7.1 Annual Resolution. The Board shall adopt annually a resolution reflecting the current year plan and budget for repair, maintenance and operation of the Common Elements and other property for which the Association is responsible as provided in the Declaration, and to perform other functions of the Association. The President of the Association or the Manager, as determined by the Board, shall implement this plan and the Treasurer shall pay for the expenses from Association funds collected.

7.2 Repairs, Maintenance and Operation. Repairs, maintenance and operation of the Common Elements and other property for which the Association is responsible as provided in the Declaration shall be performed on an "as needed" basis and the President of the Association or the Manager, as determined by the Board, is authorized to initiate all repairs, maintenance and/or other operations which are estimated to be less than [Ten Thousand Dollars ($10,000)] in expense or otherwise set forth in a budget which has been approved by the Board. All repairs, maintenance or other operations estimated as requiring [Ten Thousand Dollars ($10,000)] or more in expense and which are not set forth in a budget which has been approved by the Board shall be initiated by the President of the Association or the Manager only after the Board has adopted a resolution specifically authorizing the expense, which may be authorized individually or in a budget for the Association. Expenses for repair, maintenance and operation shall be paid by the Treasurer of the Association from the Association funds received as assessments or otherwise consistent with the Declaration. In order to implement maintenance or operation resolutions, the President or the Manager may employ any personnel reasonably necessary to properly effect said maintenance and repair.

ARTICLE VIII - BUDGET AND RECORDS

8.1 Budget. The Board shall draft and approve an annual budget for each fiscal year. The budget may be amended by resolution of the Board. If no budget is adopted, the last existing budget shall continue until amended by the Board.

8.2 Records. The Board shall keep detailed records of the actions of the Board, including minutes of the meetings of the Board and minutes of the meetings of the Members. The Board shall also keep detailed and accurate financial records in chronological order of the receipts and expenditures of common obligations or of individual obligations for which the Board is serving as the conduit for payment of expenses. The Board shall also maintain an assessment roll in which there shall be an account for each Owner. Such account shall designate the name and address of the

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Owner, the amount of each assessment, the dates and amounts on which the assessment becomes due, the amounts paid upon the account and the balance due on the assessment.

8.3 Inspection by Members. The Members shall have the right to inspect and copy, at the Member's expense, at a reasonable time and location specified by the Association, any of the records of the Corporation specified in, and in compliance with, Mont. Code Ann. §§ 35-2-907 through 35-2-912. The Board may establish reasonable rules with respect to any such inspection, including rules regarding advance notice of an inspection and hours and days of the week when such an inspection may be made.

ARTICLE IX - USE RULES AND REGULATIONS

The Board may adopt such rules and regulations regarding use and operation of the Common Elements as may be reasonably necessary, provided such rules and regulations are consistent with and are in compliance with the Declaration.

ARTICLE X - ASSESSMENTS

In compliance with the Declaration, the Board may authorize assessments against the Units of Members.

ARTICLE XI - AMENDMENT

Until the earlier of (i) the end of the Declarant Control Period and (ii) a date on which Declarant voluntarily relinquishes its rights to unilaterally amend these Bylaws, Declarant may amend these Bylaws without the approval of the Members or the Board. Until the earlier of (i) the end of the Declarant Control Period and (ii) a date on which Declarant voluntarily relinquishes its rights to unilaterally amend these Bylaws, these Bylaws may not be amended, repealed or replaced without the prior written consent of Declarant. After the earlier of (i) the end of the Declarant Control Period and (ii) a date on which Declarant voluntarily relinquishes its rights to unilaterally amend these Bylaws, these Bylaws may be amended only by the affirmative vote or written consent of Member's holding at least seventy-five percent (75%) of the Percentage of Interest.

ARTICLE XII - MISCELLANEOUS

12.1 Conflicts. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

12.2 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year. The fiscal year may be changed by resolution of the Board.

12.3 Severability. Whenever possible, each provision of these Bylaws will be interpreted in such manner as to be effective and valid to the fullest extent permitted by law. If

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any provision of these Bylaws is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of these Bylaws shall not be affected or impaired in any way.

* * * * *

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The undersigned Secretary of the Association does hereby certify that these Bylaws were adopted by the Board of Directors of the Corporation and by [Declarant Name], as the sole owner of units in the [Name] Condominium, as the Bylaws of the [Name] Condominium Owners' Association on _____, 20___.

_____
[Secretary Name], Secretary

STATE OF _____)
: ss.
County of _____)

This instrument was acknowledged before me this ___ day of _____, 20__, by [Secretary Name], as the Secretary of the [Name] Condominium Owners' Association.

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

_____[signature]
Notary Public for the State of _____
(S E A L) _____
(Printed Name)
Residing at:_____, _____
(City) (State)
My commission expires:_____, 20___
(Month/Day/Year)

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EXHIBIT A

[*Insert Legal Description*]

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ARTICLES OF INCORPORATION
OF
[NAME] CONDOMINIUM OWNERS' ASSOCIATION

Pursuant to the Montana Nonprofit Corporation Act, the undersigned, of legal age, adopts the following Articles of Incorporation.

1. **Name.** The name of the Corporation is: [Name] Condominium Owners' Association.

2. **Duration.** The period of the Corporation's duration is perpetual.

3. **Members.** The Corporation will have members, which are owners of the condominium units established within the [Name] Condominium project, located in Madison County, Montana, as it may be amended and supplemented from time to time. Members shall have only those rights set forth in, and shall be subject to, the Corporation's Bylaws.

4. **Mutual Benefit.** The Corporation is a nonprofit Mutual Benefit Corporation.

5. **Purposes.** The Corporation is organized and shall be operated not for profit. The Corporation is to operate exclusively as a condominium owners association for the mutual benefit of those owners of the condominiums within the [Name] Condominium project. The Corporation shall be operated in accordance with its Bylaws, as amended from time to time. In furtherance of this objective, the Corporation shall have the following specific purposes:

   (a) Organization of a condominium owners association for the [Name] Condominium project and management of the association with respect to any condominium units established therein.

   (b) To administer and enforce the declaration, covenants and restrictions and to collect and disburse the assessments and charges of the association.

   (c) All purposes set forth in the Corporation's Bylaws and any declarations of condominium recorded with respect to any properties located within the [Name] Condominium project.

   (d) The Corporation shall have and exercise all rights and powers conferred on non-profit organizations under Section 35-2-118 of the Montana Nonprofit Corporation Act.

6. **Directors.** The Corporation will be governed by a Board of Directors, who shall be elected and appointed in the manner provided in the Bylaws.

7. **Registered Agent and Office.** The address of the initial registered office of the Corporation is [25 Town Center Avenue (P.O. Box 160040), Big Sky, Montana 59716]. The name of the Corporation's initial registered agent is [Registered Agent Name].

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8. **Restricted Activities.** No substantial part of the Corporation's activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene (including the publishing or distribution of statements) in, any political campaign on behalf of or in opposition to any candidate for public office.

9. **Prohibited Activities.** Notwithstanding any other provision of these Articles of Incorporation, no part of the net earnings or assets of the Corporation shall inure to the benefit of any director, officer, member of the corporation, or other private individual except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 5. Further, the Corporation shall not engage in a regular business of a kind ordinarily carried on for profit.

10. **No Personal Liability.** There shall be no personal liability of any director to the Corporation or any member of the Corporation for monetary damages for breach of a director's duties to the Corporation or its members, provided that this limitation shall not apply to a breach of the director's duty of loyalty to the Corporation or its members, for acts or omissions not in good faith or involving intentional misconduct or knowing violation of the law, for transactions from which the director derives an improper personal economic benefit, or as otherwise limited in § 35-2-213(2)(e) of the Montana Nonprofit Corporation Act, or its successor.

11. **Amendment to Bylaws.** [_____], as the declarant under the Declaration for [Name] Condominium (together with its successors and assigns as declarant, the "Declarant") may unilaterally amend the Corporation's Bylaws during the period specified in the Corporation's Bylaws, and the Corporation's Bylaws may not be amended during such period without the Declarant's prior written consent.

12. **Dissolution.** Upon dissolution of the Corporation, the Board of Directors shall comply with all applicable laws regarding said dissolution, including paying or making provision for payment of all liabilities of the Corporation. Upon dissolution or other termination of the Corporation, the assets and property of the Corporation shall be distributed to its members, as tenants in common.

13. **Incorporator.** The name and business mailing address of the incorporator is:

[Registered Agent Name]
[25 Town Center Avenue
P.O. Box 160040
Big Sky, Montana 59716]

DATED: _____, 20___.

_____
[Incorporator Name], Incorporator

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After recording return to:

Crowley Fleck PLLP
Attn: Nate Good
P.O. Box 10969
Bozeman, MT 59719

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DECLARATION

FOR

[NAME] CONDOMINIUM

DECLARATION FOR [NAME] CONDOMINIUM

This DECLARATION (as supplemented, amended or restated from time to time, the "Declaration") is hereby made and entered into this ___ day of _____, 20___ by [_____], a [_____] (the "Declarant," as further defined in Article III of this Declaration), whereby lands and property hereinafter described are submitted and subject to the Montana Unit Ownership Act pursuant to Chapter 23, Title 70, MCA (2017), as amended.

ARTICLE I - TITLE AND NATURE

The Project shall be known by the name [Name] Condominium. A Certificate of Name is attached hereto as Exhibit F. The Project is established in accordance with the Unit Ownership Act. The Project shall contain [•] ([•]) individual Units for commercial use and [sixty-one / sixty-two] ([61 / 62]) individual Units for residential use, as set forth and further described herein. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element (either directly or indirectly by way of an easement). Each Unit Owner shall have an exclusive right to such Unit Owner's Unit. Each Unit Owner shall have an undivided and inseparable interest in the General Common Elements and certain Limited Common Elements and the right to share with other Unit Owners the Common Elements of the Project as set forth in this Declaration.

Declarant desires to establish a uniform plan for the development, improvement, sale, ownership, use and maintenance of the Project pursuant to a plan of mixed-use condominium ownership, including residential and Commercial Units. Accordingly, Declarant hereby declares that the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the declarations, limitations, covenants, conditions, restrictions and easements contained in this Declaration, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project in accordance with the plan for the development and improvement of the Property and its division into [•] ([•]) Commercial Units, comprised of approximately [_____] square feet of commercial space (including but not limited to [hotel, restaurant, ski lodge, retail, office, conference, outfitter, fitness, spa and [•] facilities]) and [sixty-one / sixty-two] ([61 / 62]) Residential Units.

ARTICLE II - PURPOSE AND OWNERSHIP

2.1 The purpose of this Declaration is to divide the Property into [•] ([•]) individual Commercial Units and [sixty-one / sixty-two] ([61 / 62]) individual Residential Units by submitting the Property and the improvements existing and to be constructed on the Property to the condominium form of ownership and use in the manner provided by the Unit Ownership Act. [Declarant currently intends to develop the Property as part of a larger, integrated community known as the Moonlight Basin Community.]

2.2 The Property is located in Madison County, Montana. The Property that is subject to this Declaration is owned by Declarant as of the date of this Declaration.

ARTICLE III - DEFINITIONS

Unless the context expressly provides otherwise, the following definitions shall pertain throughout this Declaration and in the interpretation thereof:

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3.1 **Annexed Property**: has the meaning given in Section 10.5.

3.2 **Articles**: means the Articles of Incorporation of the Association, as the same may be amended, restated or replaced from time to time.

3.3 **Association**: means all of the Unit Owners acting as a group and in accordance with duly adopted Articles, Bylaws, this Declaration, and any Rules and Regulations, also referred to as the [Name] Condominium Owners' Association, a Montana nonprofit corporation, and any successor thereto.

3.4 **Board**: means the Board of Directors of the Association as more particularly defined in the Bylaws.

3.5 **Building**: means the structures, or any of them, containing the Units. The Buildings are more particularly described in Section 5.4 and are located or to be located as shown on the site plan attached hereto as Exhibit C.

3.6 **Bylaws**: means the Bylaws of the Association, as the same may be amended, restated or replaced from time to time.

3.7 **Commercial Unit**: means a separate condominium Unit containing commercial space and shall be a parcel of real property, which may include and contain [hotel, restaurant, ski lodge, retail, office, conference, outfitter, fitness, spa, and [•] facilities] and other commercial uses, and with a direct exit leading to a street or to Common Elements leading to a public street whether directly or indirectly by way of an easement connecting to a public street. The boundaries of the Units are further described in Section 5.5. [Commercial Unit(s) are designated with the prefix "C" on the Floors Plans included in Exhibit D to the Declaration and in the applicable Unit Designation.]

3.8 **Commercial Unit Owner:** means the owner of a Commercial Unit.

3.9 **Common Elements**: means both General Common Elements and Limited Common Elements. For the avoidance of doubt, the Common Elements do not include the Units or any portion thereof.

3.9.1 General Common Elements: means all those elements within the Project which are for the use of all Unit Owners and their guests and invitees (some may be designated as "GCE" on the floor plans or site plan). The Declarant or the Association (with consent of the Declarant during the Declarant Control Period) may add or delete General Common Elements by amendments to this Declaration and/or by the method set forth in the Unit Ownership Act. The General Common Elements include, but are not limited to, the following to the extent not within a Unit and not otherwise designated as a Limited Common Element:

3.9.1.1. the land on which the Buildings are located, except any portion thereof included in a Unit or made a Limited Common Element by this Declaration or amendment hereto;

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3.9.1.2. installations of central services existing for common use of all Units such as power, light, gas, television, telephone, data, hot and cold water, sewer, heating, refrigeration, air conditioning, waste collection and disposal and other utilities and connections to the extent serving all Units or all Buildings or generally benefitting the Project as a whole;

3.9.1.3. public utility lines, water, sewer, electrical, gas, telephone, television and data lines, propane tanks and similar infrastructure and facilities to the extent serving all Units or all Buildings or generally benefitting the Project as a whole;

3.9.1.4. any tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use of all Units;

3.9.1.5. any facilities and improvements constructed on the Property for operation and maintenance of the Project or use by all Unit Owners; and

3.9.1.6. landscaping, landscape and development lighting, road and driveway lighting, security lighting, Project signage and signage lighting (if installed), street signage, retaining walls, plans and other materials and improvements separate from and outside of the Units, and other elements necessary for or convenient to the safety, maintenance and existence of the Project.

3.9.2 Limited Common Elements: means those Common Elements within the Project designated in this Declaration, site plan, or floor plans (some may be designated as "LCE" on the floor plans or site plan) or by agreement of the Unit Owners which are reserved for the use of a certain Unit or number of Units to the exclusion of the other Units. Limited Common Elements shall include the following Common Elements: parking spaces (as designated, assigned or reserved for a specific use or Unit, or redesignated, reassigned or moved, from time to time by the Declarant, during the Declarant Control Period, and thereafter by the Board), decks, balconies, porches, terraces, patios, storage spaces, elevators, flues, chimneys, ducts, cables, conduits, electrical heat elements, electrical, gas, cable television and data lines, hot and cold water pipes, entrances, hallways, windows, siding, stoops, furnaces, patios, heating ducts, cold air returns, elevators, fixtures, and other components servicing only a particular Unit, group of Units, Building or group of Buildings, or floor of a Building. For clarification, unless otherwise specified in this Declaration or determined by the Declarant, during the Declarant Control Period, and thereafter the Board, any portions of a Building outside of a Unit within such Building shall be Limited Common Elements appurtenant to the Unit(s) located within such Building. Additionally, Limited Common Elements shall include any other improvement, facility or item described in the definition of General Common Elements to the extent the Declarant, during the Declarant Control Period, and thereafter the Board, reasonably determines that such improvement, facility or item should equitably be treated a Limited Common Element for purposes of this Declaration.

3.9.2.1. Commercial Limited Common Elements: include those Limited Common Elements that are exclusively or almost exclusively for the benefit of and use by the Commercial Units, including but not limited to exterior recreational facilities designated for use in connection with the Commercial Units, features and amenities that are appurtenant to the Commercial Unit (such as [the outdoor pool, hot tubs, terraces, patios and other related features]).

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Commercial Unit Owner(s) shall be exclusively responsible for the cost, maintenance, repair and replacement of all Commercial Limited Common Elements, as a Commercial Common Expenses.

3.9.2.2. Residential Limited Common Elements: include those Limited Common Elements that are exclusively or almost exclusively for the benefit of and use by the Residential Units, including but not limited to decks, balconies, porches or patios appurtenant to a specific Residential Unit, [residential parking spaces (which may be redesignated, reassigned, or moved from time to time by the Declarant, during the Declarant Control Period, and thereafter by the Board)], and [•]. The Residential Unit Owners shall be exclusively responsible for the cost, maintenance, repair and replacement of all Residential Limited Common Elements, as Residential Common Expenses.

3.10 **Common Expenses**: means expenses of construction (not including initial construction by Declarant as part of the initial development of the Project), administration, operation, maintenance, repair or replacement of General Common Elements, and, unless otherwise determined by the Board, Limited Common Elements to the extent the Association is responsible for construction (not including initial construction by Declarant as part of the initial development of the Project), administration, operation, maintenance, repair or replacement thereof, and all other expenses for the benefit of the Association as a whole, all expenses declared common by the Unit Ownership Act (but specifically excluding Limited Expenses) and any reserve established by the Board to the extent relating to the General Common Elements, the Limited Common Elements for which the Association is responsible or otherwise for the benefit of the Association or Project as a whole.

3.10.1 Commercial Common Expenses: means those Common Expenses attributable only to Commercial Units or Commercial Limited Common Elements.

3.10.2 Residential Common Expenses: means those Common Expenses attributable only to Residential Units or Residential Limited Common Elements.

3.11 **Condominium Documents**: means this Declaration, the Articles, the Bylaws, any Rules and Regulations and any and all other documents necessary for the formation of the Project, including, but not limited to, any surveys, plats, or plans.

3.12 **Declarant**: means [•], a [•], and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Declarant" whenever, however and wherever such term is used in the Condominium Documents. No party other than [•] shall exercise the rights and privileges of the Declarant unless such party receives from the then-existing Declarant and records in the office of the Clerk and Recorder of Madison County, Montana a written instrument assigning such rights.

3.13 **Declarant Control Period**: means the period of time commencing with the recording of this Declaration with the office of the Clerk and Recorder of Madison County, Montana, and ending on the earlier of (i) when Declarant determines, in an instrument recorded with the office of the Clerk and Recorder of Madison County, Montana, that more than [ninety-five percent (95%) of the Residential Units (including any Residential Units which may ultimately be annexed into and become a part of the Project)] have been sold or conveyed to

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persons or entities other than Declarant or its affiliates, and (ii) any earlier date on which Declarant records an instrument with the office of the Clerk and Recorder of Madison County, Montana specifying that the Declarant Control Period has ended.

3.14 **Declaration**: has the meaning given in the first paragraph hereof.

3.15 **Design Guidelines**: has the meaning given in the MB Master CC&Rs.

3.16 **DRB**: means the Design Review Board of the MB Master Association established pursuant to the MB Master CC&Rs.

3.17 **Driveway**: means, with respect to a Building, those Limited Common Elements used for ingress and egress between a Roadway and such Building. Some Driveways may be shown or designated on the site plan attached hereto as Exhibit C or otherwise designated by the Declarant, during the Declarant Control Period, and thereafter by the Board. Driveways shall be Limited Common Elements appurtenant to, and shall be for the exclusive use of, the Unit(s) served by such Driveways.

3.18 **Governing Documents**: means the Condominium Documents and the MB Master Documents.

3.19 **Maintenance Responsibility Chart**: refers to Exhibit G attached hereto, which designates the components of the Project to be maintained by the Association, the Commercial Unit Owner(s), and the Residential Unit Owners, respectively. The Maintenance Responsibility Chart may be further modified or supplemented by the Declarant, during the Declarant Control Period, and thereafter the Board, from time to time[, without the consent of any Unit Owner or other person or entity].

3.20 **Insurance Trustee**: has the meaning given in Section 13.4.

3.21 **Limited Expenses**: means the expenses attributable to the construction (not including initial construction by Declarant as part of the initial development of the Project), administration, operation, maintenance, repair and replacement of Limited Common Elements; *provided, however*, that, unless otherwise determined by the Declarant, during the Declarant Control Period, and thereafter by the Board, such costs shall be Common Expenses (which may be Commercial Common Expenses or Residential Common Expenses) to the extent the Association is responsible for the construction (not including initial construction by Declarant as part of the initial development of the Project), administration, operation, maintenance, repair and replacement of such Limited Common Elements.

3.22 **Manager**: means the Board, a manager, a management company or any other person or group of persons retained or appointed by the Board, or by the Association, for the purpose of conducting the day-to-day operations of the Project.

3.23 **MB Master Association**: means the Moonlight Basin Community Association, a Montana nonprofit corporation, its successors and assigns.

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3.24 **MB Master CC&Rs**: means the Declaration of Master Covenants, Conditions and Restrictions for Moonlight Basin Community, Madison County, Montana, dated January 8, 2015, and recorded with the office of the Clerk and Recorder of Madison County Montana on January 9, 2015, as Document No. 159270, as supplemented, amended, restated or replaced from time to time.

3.25 **MB Master Documents**: means the MB Master CC&Rs, the Articles of Incorporation and Bylaws of the MB Master Association (as amended, restated or replaced from time to time), the rules, regulations, policies, decisions and resolutions of the MB Master Association and its board of directors in effect from time to time, the Design Guidelines and the ODP.

3.26 **Moonlight Basin Community**: has the meaning given to that term in the MB Master CC&Rs.

3.27 **ODP**: means the Moonlight Basin Overall Development Plan 2018 Update, approved by the Board of Madison County Commissioners at a meeting held on September 11, 2018, as the same may be amended, modified, restated or replaced from time to time. The ODP is intended to be dynamic and, subject to land use regulations of governmental entities, the ODP may be changed by the Declarant at any time for any reason with approval of the Board of Madison County Commissioners and without requiring consent of any other person.

3.28 **Other Projects**: means other developments or phases of the Moonlight Basin Community.

3.29 **Percentage of Interest**: means each Unit Owner's undivided interest in the Common Elements and such Unit Owner's pro rata liability to the Association. The Percentage of Interest with respect to each Unit is specified on Exhibit E attached hereto.

3.30 **Parking Areas**: means [those parking areas as designated on the site plan attached hereto as Exhibit C] for use by the Unit Owners, or certain Unit Owners, and their family members, guests, and invitees and certain others as set forth in this Declaration, including Section 6.13 (which parking areas and all parking spaces located or to be located therein may be redesignated, reassigned, or moved from time to time by the Declarant, during the Declarant Control Period, and thereafter by the Board). Some parking areas of parking spaces therein may be designated in this Declaration or from time to time by the Declarant, during the Declarant Control Period, and thereafter by the Board, for the exclusive use of individual Unit Owners or their family members, guests and invitees.

3.31 **Plans**: has the meaning given in Section 5.1.2.

3.32 **Project**: means the Property and all buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto, which are herewith submitted to the Unit Ownership Act.

3.33 **Property**: means the real property located in Madison County, Montana and described on Exhibit A attached hereto, along with any property subsequently annexed or otherwise subjected to this Declaration.

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3.34 **Residential Unit**: means a separate residential condominium Unit of the Project and is a parcel of real property including and containing one or more rooms occupying one or more floors or a part thereof, intended for independent residential use, and with a direct exit leading to a public street or to Common Elements leading to a public street whether directly or indirectly by way of an easement or Driveway connecting to a public street. The boundaries of a Unit are further described in Section 5.5. [Residential Units are designated with the prefix "R" on the Floors Plans included in Exhibit D to the Declaration and in the applicable Unit Designation.]

3.35 **Residential Unit Owner:** means the Owner of a Residential Unit.

3.36 **Roadways**: means the roads located within the Project. Parking Areas and any Driveways are not considered part of the Roadways.

3.37 **Rules and Regulations**: means the specific rules, regulations and policies that may be adopted and modified by the Board from time to time for governance and management of the Project.

3.38 **Units**: means the separate condominium units of the Project each of which is a parcel of property including and containing one or more rooms, intended for independent residential use or for commercial use as so designated in the Unit Designation and this Declaration, all with a direct exit leading to a public street or to Common Elements leading to a public street whether directly or indirectly by way of an easement or private street or way connecting to a public street. [Residential Units shall have appurtenant designated residential parking space(s), as further described in this Declaration, which are Residential Limited Common Elements and may not be separately conveyed. The boundaries of the Units are further described in Section 5.5.]

3.39 **Unit Designation**: means the combination of letters, numbers and words which identify the designated Units. [The Unit Designation for a Commercial Unit shall contain a "C" and the Unit Designation for a Residential Unit shall contain a "R".]

3.40 **Unit Owner** or **Owner**: means the person owning a Unit in fee simple absolute individually or as co-owner in any real estate tenancy relationship recognized under the laws of the State of Montana. Each Unit has only one owner for any voting purposes described herein.

3.41 **Unit Ownership Act**: means and refers to the Montana Unit Ownership Act, Section 70-23-101, *et seq.*, MCA (20[•]), as amended from time to time.

ARTICLE IV - RELATIONSHIP TO MB MASTER ASSOCIATION

4.1 **Membership in MB Master Association**. The Property is subject to the MB Master Documents. All Unit Owners automatically are members of the MB Master Association, in addition to being members of the Association. The Association is a Sub-Association (as defined in the MB Master CC&Rs) under the MB Master CC&Rs. This Declaration is subordinate to the MB Master CC&Rs and other MB Master Documents and the MB Master CC&Rs and other MB Master Documents control should there be any conflicts or discrepancies between this Declaration and the MB Master CC&Rs or other MB Master Documents.

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4.2 **Services Provided by MB Master Association**. The MB Master Association may provide various services to the Unit Owners and the Project. Such services may currently include, but are not limited to, roadway maintenance and snowplowing. Charges for these services are a component of the MB Master Association assessments assessed to each Unit Owner under the MB Master CC&Rs, but may be collected from Unit Owners from the Association as Common Expenses or Limited Expenses and paid by the Association to the MB Master Association. No Unit Owner, nor the Association or Board, shall enter into any agreement for services provided by the MB Master Association without the prior written consent of the MB Master Association.

ARTICLE V - REAL ESTATE

5.1 **Description**. The Property which is by this Declaration submitted and subject to the Unit Ownership Act is described on Exhibit A attached hereto.

5.1.1 The provisions of this Declaration and the Bylaws shall be construed to be covenants running with the land and shall include every Unit and shall be binding upon the Unit Owners (and any other person having an ownership interest in a Unit), their heirs, personal representatives, successors and assigns for as long as this Declaration and the Bylaws are in effect.

5.1.2 The Project consists of the Property and improvements currently existing and to be constructed thereon, including the Buildings, General Common Elements and Limited Common Elements, to be used for commercial use, residential use and associated uses, all as shown on the site plan and floor plans (as amended or replaced from time to time, the "Plans") and as set forth in this Declaration. The Plans will accurately depict the layouts of the Units and the Buildings, as located (or to be located) on the Property, with the square footage, design and dimensions of each Unit. There will initially be a total of [•] ([•]) Buildings situated on the Property, as shown on the site plan attached hereto as Exhibit C. The Buildings are expected to be constructed after this Declaration is recorded, though Declarant has no obligation to construct all or any of such Buildings or any part of thereof as a result of this Declaration and such Buildings, the Units or any of them may differ from the Plans attached to this Declaration. [Sixty-one / Sixty-two] ([61 / 62]) of the Buildings shall contain one (1) Residential Unit each, [•] ([•]) of the Buildings shall contain [•] ([•]) Commercial Units, [•] ([•]) of the Buildings shall contain [•] ([•]) Commercial Units, and [•]. All such Buildings and Units, and the Common Elements, shall be used and operated for purposes permitted by the MB Master Documents, the Condominium Documents, and applicable laws, rules, regulations and ordinances. There will also be General Common Elements as described herein for the use and benefit of all Unit Owners, as well as Limited Common Elements described herein reserved for the use of a certain Building or Buildings or Unit or number of Units to the exclusion of the other Buildings or Units.

5.2 **Condominium Units**. Each Unit shall be inseparable, and may be conveyed, leased, rented, devised or encumbered as a condominium in accordance with this Declaration. The Units include a proportional undivided interest in the Common Elements as provided in Section 8.1.

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5.3 **Encroachments**. If any portion of the General Common Elements or Limited Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Unit encroaches upon the General Common Elements or Limited Common Elements, or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the General Common Elements, the Limited Common Elements, or on the Units for the purpose of marketability of title. In the event a Building or any portion thereof is destroyed and then rebuilt, the Owners agree that minor encroachments on parts of the General Common Elements or Limited Common Elements because of such construction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall and does exist.

5.4 **Buildings**. The Units comprising the condominium are initially expected to be contained in [Sixty-one / Sixty-two] ([61 / 62]) Buildings containing one (1) Residential Unit each, [•] ([•])Buildings containing [•] ([•]) Commercial Units, [•] ([•]) Buildings contain [•] ([•]) Commercial Units, and [•]. With respect to the Buildings containing Residential Units, [[forty-two] ([42]) of such Buildings are expected to have a single above ground story and a walk-out basement level, [seven] ([7]) of such Buildings are expected to have two above ground stories, and [twelve / thirteen] ([12 / 13]) of such Buildings are expected to have two above ground stories and a walk-out basement level]. With respect to the Buildings containing Commercial Units, [•]. The Buildings containing the Residential Units are located on Condo Lot 2, Condo Lot 3, Condo Lot 4, and Condo Lot 4, as shown on the plat of the Property, and the Buildings containing the Commercial Units are located on Condo Lot 1, as shown on the Plat of the Property.

5.5 **Boundaries of Units**. Each Unit shall be bounded by the interior surfaces of its perimeter walls, floors, finished ceilings, and trim. A Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, paint, finished flooring, unfinished flooring of a garage (if applicable), finished ceiling material, and any other materials constituting any part of its finished surfaces, including unit access door(s), so described. All other portions of the walls, floors, or ceilings shall be a part of the Common Elements. In addition, each Unit shall include the following: (a) all spaces, interior partitions, windows, window frames, interior doors, door frames, and all other fixtures and improvements within the boundaries of the Unit, and (b) all outlets of utility service lines, including, but not limited to, power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and waste disposal within the boundaries of the Unit, but shall not include any part of such lines or ducts themselves. In interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans therefor shall be conclusively presumed to be the boundaries regardless of settling, rising, or lateral movement of the Building containing such Unit and regardless of variances between boundaries as shown on the plat and those of the actual Building.

5.6 **Control Of Commercial Unit and Commercial Limited Common Elements**. Subject to the terms and conditions of this Declaration, a Commercial Unit Owner shall own and have absolute control over and exclusive use of the Commercial Unit(s) owned by such

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Commercial Unit Owner and all appurtenant Commercial Limited Common Elements appurtenant thereto. Neither the Association nor any Residential Owner shall take any action to prevent or otherwise interfere with or impede a Commercial Unit Owner's control over or use of the Commercial Unit(s) owned by such Commercial Unit Owner or Commercial Limited Common Elements appurtenant thereto, except as expressly permitted herein. In furtherance of the foregoing, except as expressly set forth in this Declaration, a Commercial Unit Owner shall have the sole right to grant access and use rights to others with respect to the Commercial Unit(s) owned by such Commercial Units Owner and Commercial Limited Common Elements appurtenant thereto, and no Residential Owner shall have any rights with respect thereto due to their status as a Residential Unit Owner, expect as expressly set forth in the Condominium Documents.

5.7 **Subdivision of Commercial Units:** Subject to all applicable land use and fire safety laws, regulations and ordinances applicable to the Property, a Commercial Unit Owner shall have the right, without the consent of any other Owner [but subject to approve of the Declarant, during the Declarant Control Period, and thereafter by the Board], to subdivide any Commercial Unit(s) owned by such Commercial Unit Owner to create additional Commercial Units, provided, however, any Commercial Unit shall not have less than a determined square foot floor area, which shall be set forth in an amendment to this Declaration. Upon the subdivision of a Commercial Unit, the Commercial Units resulting from such subdivision shall each be allocated a portion of the original Commercial Unit's undivided interest in the General Common Elements and Limited Common Elements (which may be allocated among such resulting Commercial Units as party of such subdivision) and Percentage of Interest, based on the relative square footage of the newly created Commercial Units to the total square footage of the original Commercial Unit. The cost and expense incurred for legal, architectural and engineering fees and all other costs and expenses incurred as a result of such subdivision shall be borne by the Commercial Owner subdividing the Commercial Unit. The Residential Unit Owners, the Association, lien holders, mortgagees and all others acquiring any interest in or lien on the Units, the Common Elements or any other portion of the Project shall be bound by the rights of the Commercial Unit Owners to subdivide the Commercial Units, including changes in the undivided interest in the General Common Elements and Percentage of Interest and resulting amendments to the floor plans, as set forth in this Section 5.7, and their consent to such subdivision, amendments and supplements, including any amendment or supplement to this Declaration in connection therewith, is implied and agreed to by the acceptance or acquisition of any interest in or lien on the Units, the Common Elements or any other portion of the Project. Each Commercial Unit Owner is hereby appointed the Unit Owners', Association's, lien holders' and mortgagees' agent and attorney-in-fact to execute and record such amendments, supplements and related documents necessary to effect any such subdivision of such Commercial Unit Owner's Commercial Unit(s).

5.8 **Construction Materials**. The principal materials of construction of the Buildings are described on Exhibit B attached hereto.

5.9 **Roadways**. The Roadways are General Common Elements and shall be subject to the regulation of the MB Master Association, the Association and Declarant.

5.10 **Parking Areas**. [The Parking Areas are General Common Elements (provided that certain parking spaces or other areas within the Parking Areas may be designated as Limited

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Common Elements appurtenant to a Unit or Units or otherwise made subject to specific use rights and requirements, as set forth in the Condominium Documents or as determined by Declarant, during the Declarant Control Period, and thereafter by the Board) and shall be subject to the regulation of Declarant and the Board.]

ARTICLE VI - EASEMENTS

6.1 **Common Element Easements**. A perpetual, nonexclusive easement and right of ingress and egress and support through the General Common Elements is appurtenant to each Unit for the benefit of each Owner and all the General Common Elements are subject to such rights. Every Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to such Owner's Unit(s). The foregoing easements and rights are subject to the limitations and restrictions set forth in this Declaration and the other Governing Documents.

6.2 Facility Easement.

6.2.1 Declarant hereby reserves unto itself and grants to the Owners a perpetual, non-exclusive easement over all General Common Elements for the purposes of ingress and egress to and from ski trails, ski lifts and recreation areas and facilities located on or near the Property (provided that access to and use of facilities which are Limited Common Elements is limited as set forth in and subject to this Declaration and the other Condominium Documents), whether now existing or hereafter created, provided this easement does not grant such rights within five feet (5') of any Building or other structures located on the Property. This access easement is further subject to the restriction that its use shall be reasonable as to time and amount of use and shall be as unobtrusive as reasonably possible. This easement is further extended to family members and other authorized guests of the Owners. Declarant reserves the right to further amend, restrict or limit as to place or time the scope of this access easement. Any person using this easement shall, as a condition of such use, indemnify and hold harmless Declarant, the Association, the Board and the Unit Owners for any damage, injury or loss sustained as a result of such use. This easement is in addition to any ski access easement shown on a plat of the Property.

6.2.2 Declarant further reserves unto itself and its designees an easement upon, across, over, and under all General Common Elements for the operation, maintenance and installation of ski lifts, ski trails and runs and other ski related improvements and facilities, provided this easement does not grant such rights within five feet (5') of any Building. This easement includes the right to operate ski maintenance equipment, ski grooming equipment and other vehicles. This easement is not limited in scope as to time or place.

6.3 **Trail System and Wildlife Easements**. Declarant hereby reserves unto itself and its designees a perpetual, non-exclusive easement upon, across, over, and under the General Common Elements (but specifically excluding any Building or other structures located or to be located on the Property) for the creation, use, and maintenance of trail systems, including, without limitation, pedestrian, equestrian, bicycle, alpine skiing, Nordic skiing, and for the creation, use, and maintenance of wildlife resistant landscape treatments and features, wildlife corridors, winter wildlife ranges, and natural wildlife habitats. Any person using this easement shall, as a condition of such use, indemnify and hold harmless Declarant, the Association, the Board and the Unit Owners for any damage, injury or loss sustained as a result of such use. The

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exercise of this easement shall not unreasonably interfere with the use of any Unit, the General Common Elements, or the Limited Common Elements.

6.4 **Easement for Utilities Within Units**. Each Unit may have its air space penetrated by electrical wires and lines, gas lines, mechanical equipment, including air handling ducts, hot and cold water lines, waste water lines and vents and other utility and mechanical lines (including, but not limited to, power, telephone, television, internet and natural gas), pipes or equipment. These lines, pipes or equipment, where they serve only one (1) Unit shall be appurtenant to such Unit, but where they serve more than one (1) Unit shall be part of the General Common Elements. Such items shall be so installed and maintained so that they shall not unreasonably interfere with the use of the Unit air space by the Owner(s) of the same and shall wherever possible be located in any space available between the actual ceiling and a dropped ceiling, within a crawl space or within a wall. A non-exclusive easement shall exist through, over and across each Unit for structural support of the Unit and for the use, inspection, installation, maintenance, replacement and repair of such utility lines, pipes and mechanical equipment for the use of all of the Unit Owners or the Unit Owners being serviced by the air space being penetrated by such lines, pipes and/or equipment. After completion of construction of a Unit, an easement for ingress and egress for the purpose of such inspection, installation, maintenance, replacement or repair of such easement rights shall only be exercised under the direction and approval and with the authority of the Board and/or the Manager unless an emergency exists in which event any action may reasonably be taken which is justified under the circumstances to minimize damage or injury which would otherwise occur as a consequence of such emergency. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Project. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element. The foregoing easements are all permanently reserved to Declarant, the Association and the designees of each.

6.5 **Easements for Public Utilities**.

6.5.1 There are hereby reserved unto Declarant and granted to the Association and the MB Master Association, and the designees of each (which may include, without limitation, Madison County, Montana and any utility) access and maintenance easements upon, across, over, and under all the General Common Elements (provided that such access may not be across, over or under any Building or other structures or buildings) to the extent reasonably necessary for the purpose of installing, replacing, repairing, and maintaining security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewer, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing within easements designated for such purposes on recorded plats of the Property. Declarant specifically reserves unto itself and grants to the Association and the MB Master Association the right to convey to the local water supplier, electric company, natural gas supplier, or communications or data systems supplier easements across the General Common Elements (provided that such easements may not be across, over or under any Building or other structures or buildings except as necessary to serve such Building or structure) for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. The exercise of this easement

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shall not extend to permitting entry into any Unit, nor shall any utilities be installed or relocated on the Property, except as approved by Declarant, during the Declarant Control Period, and thereafter by the Board or as set forth in Section 6.9.

6.5.2 Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, during the Declarant Control Period, and thereafter the Board shall have the right to grant such easement over any portion of the Property without conflicting with the terms hereof.

6.6 **Declarant Right to Relocate and Add Roadways**. Declarant reserves unto itself and grants to the MB Master Association the right to relocate, modify, remove and add Roadways upon the Common Elements.

6.7 **Easements for Maintenance, Repair, and Replacement**. Declarant, the Association, the MB Master Association, designees of any of the foregoing and all public or private utilities shall have such easements over, under, across and through the Property, including all Units and Common Elements, as may be necessary to exercise any rights or fulfill any responsibilities, including those of installation, maintenance, repair, reconstruction or replacement, which they or any of them are required or permitted to perform under this Declaration or the other Governing Documents. These easements include, without limitation, the right of Declarant and the Association to obtain access at all times to meters, controls, valves, pipes, conduits, and other Common Elements located within or to which access may be gained through any Unit or its appurtenant Limited Common Elements. Except in an emergency situation, such entry into a Unit shall only be during reasonable hours and after notice to the Unit Owner.

6.8 **Structural Easements**. Every portion of a Unit which contributes to the structural support of a Building, other Units or the Common Elements shall be burdened with an easement of structural support for the benefit of such Building, Common Elements and other Units.

6.9 **Additional Easements for Other Projects**. Declarant hereby reserves unto itself (with the right to designate or assign to others) the following easements in connection with any improvements, facilities or developments constructed or to be constructed by Declarant, its affiliates or its designees in connection with or for the benefit of Other Projects, whether or not such improvements, facilities or developments are made a part of the Project.

6.9.1 A perpetual, nonexclusive easement for installation, utilization, tapping, tying into, extending and enlarging all utility mains or facilities located in the Common Elements, including connections to water, storm and sanitary sewer mains or related facilities within the Property. Declarant, its affiliate, or its designee or assign, as applicable, will pay all cost of such installation, utilization, tapping, tying into, extending and enlarging, and to the extent possible, will restore all areas thereby disturbed to substantially their condition immediately prior to commencement of such activities. All expenses of maintenance, repair, replacement and resurfacing of such utility mains or facilities shall be shared by the Association and the owners of the Other Projects utilizing such utility mains or facilities on a proportionate and equitable basis based on the use of such utility mains or facilities.

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6.9.2 A perpetual, nonexclusive easement located as determined by Declarant in, over and upon the Common Elements (but not over any Building or other buildings or structures on the Property) and Roadways for the purposes of ingress and egress to and from the Other Projects. Declarant or its designee or assign exercising such easement right, as applicable, shall be responsible for any physical damage caused to the Units or the Common Elements as a result of vehicular traffic connected with the development of Other Projects by Declarant or its designee or assign. If the easement is exercised for permanent access to Other Projects and the Association maintains the Roadways, then the owners of such Other Projects shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such Other Projects.

6.10 **Specific Written Easements**. Declarant may, in its sole discretion without the necessity of consent by any interested party, prepare and record a subsequent instrument to specifically define by legal description the easements created by or in accordance with this Article VI. Nothing in this paragraph shall be construed to give Declarant the right to create easements not otherwise created by or in accordance with this Article VI. The easements provided for in this Article VI shall in no way adversely affect any other recorded easement on the Property.

6.11 **Emergency, Security and Maintenance Easement**. Public safety and other appropriate persons designated by the Board or the MB Master Association shall have the right, but not the obligation, to enter upon the Property, including any Unit or Common Element, for emergency, security, and safety reasons, to perform maintenance pursuant to Article VII hereof or repair or reconstruction pursuant to Article XIII, and to inspect for the purpose of ensuring compliance with this Declaration and the other Governing Documents. This right may be exercised, without limitation, by policemen and other law enforcement personnel, firemen, ambulance personnel, security officers and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association, the MB Master Association or their designees to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request. Residential Owners shall leave a key in a lock box attached to the exterior of their Residential Units or in another location designated by the Board from time to time (and provide access to the lockbox to the Association and the MB Master Association), or otherwise provide access in a manner reasonably acceptable to the Association, for access pursuant to this paragraph or pursuant to Section 6.7. In the event of the failure of such Unit Owner to provide such means of access, the Association or the MB Master Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Unit Owner for any necessary damage to the Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

6.12 **Signage Easements**. Declarant shall have the right and hereby reserves for itself and the Association a perpetual, non-exclusive easement over, across and under the Property for the benefit of the Declarant and the Association, for the installation, operation, repair and replacement of signage relating to the Residential Units, Commercial Units and for directional signage, subject to Rules and Regulations in effect from time to time. The foregoing notwithstanding, the Commercial

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Unit Owner shall have discretion to place signage on and about the Commercial Unit and Commercial Limited Common Elements, including the exterior of the Buildings in which the Commercial Units are located, relating to the use and operation thereof so long as such signage is not prohibited by the Condominium Documents or any applicable law, rule, regulation or ordinance.

6.13 **Amendment or Repeal**. The easements and other rights reserved or granted to Declarant in this Article VI may not be modified, amended or repealed without Declarant's prior written consent. Any attempted or purported modification, amendment or repeal without Declarant's written consent shall be void and have no effect.

ARTICLE VII - MAINTENANCE AND UPKEEP

7.1 **Maintenance by Association**. The Association shall maintain and repair, or cause to be maintained and repaired, all [Common Elements] and all exterior and structural components of each Unit and Building, including roofs. Without limiting the generality of the foregoing, the Association shall be responsible for the upkeep, maintenance and repair of the Roadways, driveways, parking areas, and walkways within the Property (including snow removal) and of all roofs, siding, chimneys, [decks, porches, terraces and patios]. Such maintenance and repair costs that are attributable to a particular Unit or Units may be assessed to the affected Unit(s), in the discretion of the Board, pursuant to Section 9.8.6. The foregoing notwithstanding, improvements constructed and maintained on Common Elements specifically for the use of an individual Unit or Units, to the extent permitted in accordance with this Declaration, shall be maintained by the Owner(s) benefitted by such items or, at the election of the Board, by the Association and any costs incurred by the Association in connection therewith shall be Limited Expenses (or designated as Commercial Common Expenses or Residential Common Expenses, as applicable) and assessed to the applicable Unit(s).

7.2 **Maintenance by Unit Owners**. Each Owner shall, at such Owner's cost and expense, maintain and keep in good repair, and in a safe condition, such Owner's Unit. No Owner, through act or omission, shall impair the structural soundness or integrity of any Building or any portion thereof or impair any easement on the Property.

ARTICLE VIII - OWNERSHIP AND FLOOR PLANS

8.1 **Ownership of Common Elements**. Each Unit Owner shall own a percentage of undivided interest in the General Common Elements equal to such Unit Owner's Percentage of Interest set forth on Exhibit E attached hereto. Declarant may amend Exhibit E from time to time as construction of Units is completed after the date of recording of this Declaration, in connection with any future annexation of additional property and in connection with any increase or decrease in the number of Units within the Project. Declarant may make such amendments without the consent of any other person or entity. Such Percentage of Interest represents each Unit Owner's ownership interest in the Common Elements (with respect to Limited Common Elements, only those Limited Common Elements appurtenant to the applicable Unit and in such case in proportion to the Percentage of Interest of all Units to which such Limited Common Element is appurtenant), liability for Common Expenses (except when an expense is designated as a Commercial Common Expense or a Residential Common Expense, in which case liability for such expense shall be proportionally shared by either the Commercial Unit Owner(s) or the Residential Unit Owners based on their respective Percentage of Interests), and the relative

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voting interest of each Unit Owner in all matters concerning the Association. Except as otherwise limited in this Declaration or any other Governing Documents, each Unit Owner shall have the right to use the General Common Elements, and all Limited Common Elements appurtenant to such Unit Owner's Unit, for all purposes incident to the use of and occupancy of such Owner's Unit, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with the Unit.

8.2 **Floor Plans and Exhibits**. The floor plans of the Units currently intended to be constructed in the Project are attached hereto as Exhibit D. Declarant shall amend Exhibit D from time to time as construction of Units is completed after the date of recording of this Declaration to the extent required by the Unit Ownership Act and in connection with any future phases of the Project. Declarant may make such amendments, including any updates to floor plans or changes in the Percentage of Interest of the Units, without the consent of any other person or entity.

8.3 **Exclusive Ownership**. Each Owner shall be entitled to exclusive ownership and possession of the Owner's Unit. Such Owners may use the General Common Elements and Limited Common Elements in accordance with this Declaration and the other Governing Documents for the purposes for which they are intended, so long as they do not hinder or encroach upon the lawful rights of other Unit Owners.

8.4 **Use**. The Units and Common Elements shall be occupied and used as follows:

8.4.1 The Residential Units may be used for lawful residential purposes only.

8.4.2 The Commercial Unit(s) may be used for any lawful commercial purposes (including [hotel, restaurant, ski lodge, retail, office, conference, outfitter, fitness, spa, and [•] facilities] and other similar commercial uses) consistent with the Governing Documents.

8.4.3 Except as otherwise set forth in this Declaration, there shall be no obstruction of the General Common Elements nor shall anything be stored in or on the General Common Elements without the prior consent of the Board.

8.4.4 Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or any Common Element or which would structurally change any Building or Common Element, except as is otherwise provided herein and in accordance with the Governing Documents.

8.4.5 Except as otherwise set forth in this Declaration or as approved by the Board or Declarant, nothing shall be altered or constructed in or removed from the Common Elements[; *provided, however*, that the Commercial Unit Owner(s) shall have discretion to make alterations and additions to and remove items from the Commercial Limited Common Elements appurtenant to their Units relating to the use and operation thereof so long as such alterations, additions and removals are not prohibited by the Governing Documents or any applicable law, rule, regulation or ordinance and are made in accordance with DRB procedures and the Design Guidelines, if and as applicable to the Commercial Unit Owners].

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ARTICLE IX - MEMBERSHIP; BOARD; ASSOCIATION AND ASSESSMENTS

9.1 **Membership**. Each Owner shall automatically, upon becoming the Owner of a Unit, be a member of the Association and shall remain a member for the period of the Owner's ownership of the Unit. Membership in the Association may not be transferred separately from the fee simple title to a Unit. Upon becoming a Unit Owner the Owner shall furnish to the Association a copy of the recorded instrument vesting that person with the interest required to make such person a member of the Association. Each such member at the same time shall give a single name and address to which notices to such member may be sent, as well as an e-mail address and telephone number by which that person can be contacted. In the event of any change in the facts reported in the original written notice, including any change of ownership, the member shall give a new written notice to the Association containing all the information required to be contained in the original notice. As against any member of the Association, and any person claiming by, through or under such member, the Association may, but shall not be obligated to, rely, for any and all purposes, on the information reflected in the most recent written notice furnished with respect to such member. In no event will the Association have any obligation to investigate the address or contact information of any member.

9.2 **Joint Ownership; Joint and Several Liability**. If a Unit Owner's ownership interest in a Unit is held by more than one person or entity (in tenancy in common, as joint tenants, or otherwise), the membership in the Association appurtenant to such Unit shall be shared by all such persons or entities in the same proportionate interest and by the same type of ownership as the Unit is held, subject to reasonable Board regulation and restrictions on voting, notices, and assessment obligations as set forth in the Bylaws or otherwise. All such persons and entities shall be jointly and severally obligated to perform the responsibilities of the specific Unit Owner under the Governing Documents, including, without limitation, payment of assessments and other amounts owed pursuant to the Governing Documents. The membership rights of a Unit Owner that is not a natural person may be exercised by any officer, director, partner, trustee, member, manager, or other individual designated from time to time in a written instrument describing and certifying the authority of such person provided to the Secretary of the Association. In a multiple interest owner situation, if more than one person seeks to exercise the vote, the voting privilege shall be suspended. Neither the Association nor Declarant shall have any obligation to confirm, as among such multiple interest owners, which of the persons has the right to exercise a vote. In the case where a Unit Owner is not a natural person, or where there are multiple owners of a Unit, written notice shall be provided to the Secretary of the Association stating which person has authority to act on behalf of the Unit Owner and include that person's name, mailing and physical address, telephone number and e-mail address. The Association may rely on such notice until such notice is updated by a Unit Owner.

9.3 **Function of Board**. It shall be the function of the Board to:

9.3.1 Adopt bylaws for the governance of the Association.

9.3.2 Make provisions for the general management, repairs and maintenance of the General Common Elements, Limited Common Elements (except for Limited Common Elements which are to be maintained by the Owner(s) of the appurtenant Unit(s) pursuant to this Declaration), and any other provisions for the benefit of the Association.

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9.3.3 Levy assessments as provided for in this Declaration, the Bylaws and the Unit Ownership Act.

9.3.4 Adopt and implement a policy for the affairs of the Project.

9.3.5 Enter into contracts to hire personnel for the management of the affairs of the Association and the maintenance and repair of the Common Elements (except for Limited Common Elements which are to be maintained by the Owner(s) of the appurtenant Unit(s) pursuant to this Declaration).

9.3.6 Adopt Rules and Regulations pursuant to Section 12.7.

9.3.7 Enter into contracts and negotiate and accept easements for the benefit of the Association.

9.3.8 Acquire, operate and maintain equipment and facilities for the benefit of the Association, or enter into contracts regarding such operation and maintenance, which, at the discretion of the Board, may include but not be limited to a ski lift or other ski facilities.

9.3.9 Operate and maintain any recreational facilities constructed on the General Common Elements.

9.3.10 Manage the affairs of, and make decisions and take action for, the Association, except where the vote of the Owners or consent of Declarant is specifically required by the Governing Documents or applicable law.

9.4 **Function of Association**. It shall be the function of the Association to:

9.4.1 Elect the Board to the extent and as provided in the Bylaws.

9.4.2 Approve any changes to this Declaration, subject to the provisions of Article X and the other provisions of this Declaration which specifically permit amendment without the consent of the Association.

9.5 **Vote**. Each Unit Owner and the Declarant shall have voting rights as specified in Section 8.1 and the Bylaws.

9.6 **Failure to Comply - Attorney Fees**. Each Owner and other person with an ownership interest in a Unit shall comply strictly with the provisions of this Declaration and the other Governing Documents, as the same may be amended, supplemented, restated or replaced from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all costs, including attorney fees and costs incurred in connection therewith, which action shall be maintainable by the Board or the Manager in the name of the Association, on behalf of the Owner or by an aggrieved Owner where there has been a failure of the Association to bring such action within a reasonable time.

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9.7 **Payment of Assessments**.

9.7.1 Each Unit Owner and each other person having an ownership interest in a Unit, by acceptance of a deed or other document of conveyance, whether or not it is expressed in the deed or document, is deemed to covenant and agree to pay all assessments of and other amounts due to the Association and to waive any rights under Montana or federal law to claim a homestead exemption for the assessments or such other amounts. Assessments shall be billed in such manner and on such dates as the Board may establish. Unless the Board otherwise provides, the assessment shall be due and payable [in advance quarterly on the first day of each fiscal quarter]. The amount of the assessment against each Unit shall be the personal and individual debt of the Owner thereof and any other person having an ownership interest therein. No Owner or other person having an ownership interest in a Unit may exempt himself, herself or itself from liability for assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of such Owner's or other person's Unit. All assessments which are not paid when due and payable become delinquent and are subject to interest and late charges. The Board shall have the responsibility of taking prompt action to collect any unpaid assessment which becomes delinquent. In the event of delinquency in the payment of an assessment, the Unit Owner, and any other person having an ownership interest in the Unit, shall be obligated to pay interest at the rate to be determined by the Board or the maximum rate allowed by law, whichever is less, on the amount of the assessment from the due date thereof, together with such late charges as may be required by the Board. Suit to recover a money judgment for unpaid assessments may be maintainable without foreclosing or waiving the lien securing the same. If any Owner or other person having an ownership interest in a Unit is delinquent in paying any assessments or other charges levied on the applicable Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

9.7.2 Common Expenses of the Association shall be levied against the Units on a pro rata basis based upon Percentage of Interest (except where an expense is a Commercial Common Expense or a Residential Common Expense, in which case such expense shall be levied upon on the Commercial Unit Owners or the Residential Unit Owners, as applicable, based on their respective Percentage of Interests).

9.7.3 Limited Expenses shall be levied against Units as set forth in Section 9.8.6.

9.8 **Levying Assessments**. The Board shall levy assessments upon the Unit Owners and other persons having an ownership interest in any Unit(s) in the following manner and for the following reasons (all as determined by the Board):

9.8.1 All assessments shall be fixed by resolution of the Board. Notice of the assessment, whether regular or special, the amount thereof, and the purpose for which it is made, including an annual budget for expenditures and operation for regular annual assessments, shall be served on all Unit Owners affected by delivering a copy of the same to such Owners affected, by delivering a copy of the same to the Owner personally or by mailing and/or e-mailing a copy of the notice to the Owners at their addresses or e-mail addresses of record at least thirty (30) days prior to the annual meeting of members of the Association. By accepting title to or an

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interest in a Unit, each Unit Owner consents to delivery of all notices and other communications from the Board, the Association or the Declarant via e-mail.

9.8.2 Assessments shall be made for the repair, replacement, insurance, including, without limitation, insurance deductibles where applicable, general maintenance, repair and upkeep, management and administration of Common Elements (except for Limited Common Elements which are to be maintained by the Owner(s) of the appurtenant Unit(s) pursuant to this Declaration) and other common expenses, fees, costs and expenses of the Manager, taxes for common areas, reserves for contingent liabilities and other related items.

9.8.3 Assessments may also be made for the creation of a reserve budget including reserves for items determined by the Board, which may include, among other items, a reserve for insurance deductibles. The Board may, in its discretion, levy an assessment in an amount sufficient to meet the projected reserve needs of the Association.

9.8.4 The Board shall have the authority to establish a multi-tiered system of assessments based upon the completion status of the Buildings. Declarant (and any affiliate of Declarant to which a Unit is conveyed) shall not pay any assessments on the Residential Units it owns; *provided, however*, that Declarant may, in its sole discretion, subsidize or reimburse the Association for any expenses the Association incurs in connection with the Residential Units Declarant owns, which are not covered by the assessment of other Unit Owners.

9.8.5 In addition to other authorized assessments, the Board may levy special assessments to cover unbudgeted expenses in excess of those budgeted. In no case may the amount of any special assessment levied on any Unit pursuant to this subparagraph exceed an amount equal to the total amount of the special assessment multiplied by the Percentage of Interest for any Unit. This subparagraph does not apply to special assessments for Limited Expenses which are provided for in the following subparagraph or to any assessments levied against a Unit Owner or other person having an ownership interest in a Unit for the acts or omissions of that Unit Owner or other person or its family members, invitees or guests, which may be levied against the applicable Unit Owner or other person.

9.8.6 Assessments (regular or special) may also be made for the payment of Limited Common Element expenses such that the Unit Owners or other persons with an ownership interest in a Unit are chargeable only for the expenses relating to their respective Units and appurtenant Limited Common Elements (including Residential Limited Common Elements and Commercial Limited Common Elements), as determined by the Board, which Limited Common Elements may include any improvements constructed on the Common Elements specifically for the use of an individual Unit or Units or categories of Association membership (*i.e.*, Residential Unit Owners, Commercial Unit Owners or Declarant), to the extent permitted in accordance with this Declaration. Unit Owners and any other persons having an ownership interest in the Units shall share in the payment for Limited Expenses for the repair, maintenance and replacement of Limited Common Elements benefitting their respective Units in proportion to the Percentage of Interest of such Unit Owners. If only one Unit is associated with the Limited Common Element involved, then, in the discretion of the Board, the entire cost of such repair, maintenance, reconstruction or replacement may be assessed to that Unit Owner.

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9.8.7 Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Unit Ownership Act, including, but not limited to, any special assessments that are not assessed on an annual basis. To the extent facilities or infrastructure serving the Project are not within, wholly or partially, the Property (for example, water detention facilities or storage ponds or ski lifts or other recreational facilities) and the Board determines that the Association is required to pay for or maintain and/or operate, or it is in the best interest of the Association to pay for or maintain and/or operate, such facilities or infrastructure the Association may levy assessments to cover the cost of such maintenance and/or operation.

9.8.8 In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor's Unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Manager or Board, as the case may be, setting forth the amount of unpaid assessments against the grantor's Unit due the Association and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor prior to the date of such statement in excess of the amount therein set forth.

9.8.9 At the time the Association creates its first budget, an account or accounts shall be set up to which initial assessments shall then be deposited.

9.9 **Liens for Assessments**.

9.9.1 The Association shall have a lien against each Unit to secure payment of delinquent assessments and other amounts payable hereunder attributable to that Unit, as well as interest, late charges and fines (subject to the limitations of Montana law), and costs of collection (including attorney fees and costs). Such lien shall be superior to all other liens, except (a) the liens of the MB Master Association under the MB Master CC&Rs, and (b) as set forth in § 70-23-607 of the Unit Ownership Act (including any amendment to the Unit Ownership Act which affords a higher priority to the lien of the Association). Such lien may be enforced by suit, judgment, and judicial or non-judicial foreclosure.

9.9.2 The Association may bid for a Unit at the foreclosure sale or other legal sale and acquire, hold, lease, mortgage, convey and otherwise deal with the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment (based on Percentage of Interest) that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and costs without foreclosing or waiving the lien securing the same.

9.9.3 Subject to Section 9.10, the sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments.

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9.9.4 The Board, on behalf of the Unit Owners, shall have the power to bid on the Unit at a foreclosure or other legal sale and to acquire and hold, lease, mortgage and vote the votes appurtenant to, convey or otherwise deal with the same. Any lienholder holding a lien on a Unit may pay, but shall not be required to pay, any unpaid assessments or other amounts payable with respect to any such Unit, and upon such payment, such lienholder shall have a lien on the Unit for the amounts paid of the same rank as the lien of such lienholder's encumbrance without the necessity of having to file a notice or claim of such lien.

9.10 **Unpaid Assessments - Mortgagee**. Where a lienholder or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage or trust indenture, such acquirer of title, his successors and assigns, shall not be liable for the share of assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid assessments shall be deemed to be Common Expenses collectable from all of the Units including such acquirer and such acquirer's successors and assigns.

9.11 **Assessments for Damages**. Damage to any part of a Unit resulting from maintenance, repair, emergency repair or replacement of any of the General Common Elements or Limited Common Elements or as a result of an emergency repair within another Unit at the instance of the Association (other than damage caused by a Unit Owner or a family member, guest or invitee thereof) shall be designated Common Expenses by the Association and assessed in accordance with such designation.

ARTICLE X - AMENDMENT, ANNEXATION AND WITHDRAWAL

10.1 **Amendment By Declarant**. During the Declarant Control Period, Declarant may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect on the right of any Owner (or the consent of any such Owner is obtained). Notwithstanding the above, during the Declarant Control Period, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision in compliance with any applicable governmental statutes, necessary governmental registrations, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units or to insure the Project or any portion thereof, including any individual Unit; (v) necessary to develop in accordance with the ODP; (vii) necessary to establish Interval Ownership (as defined in the MB Master CC&Rs) pursuant to the MB Master CC&Rs; (vii) necessary to allow the Association to obtain insurance contemplated by this Declaration, including, without limitation, property or liability insurance, at a reasonable price and on reasonable terms; or (viii) otherwise necessary to satisfy the requirements of any governmental or quasi-governmental agency or to comply with the MB Master Documents. However, any such amendment shall not adversely affect the title to any Unit unless the Owner of such Unit shall consent thereto in writing.

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10.2 **Amendment By Owners**. This Declaration may be amended by (a) the affirmative vote or written consent, or any combination thereof, of at least seventy-five percent (75%) of the total Percentage of Interest of the Association, and (b) during the Declarant Control Period, with the written consent of Declarant, which shall not be unreasonably withheld. However, any such amendment shall not adversely affect the title to any Unit unless the Owner of such Unit shall consent thereto in writing.

10.3 **Amendment By Board**. In the alternative, the Board may adopt an amendment to this Declaration provided at least a majority of the members of the Board vote in favor of the adoption and, during the Declarant Control Period, the written consent of Declarant is obtained, which consent shall not be unreasonably withheld. However, any such amendment shall not adversely affect the title to any Unit unless the Owner of such Unit shall consent thereto in writing.

10.4 **Restriction on Amendment**. Notwithstanding Section 10.2, the Percentage of Interest necessary to amend a specific clause pursuant to Section 10.2 shall not be less than the prescribed Percentage of Interest required for action to be taken under that clause, if applicable. To be effective, any amendment must be recorded with the office of the Clerk and Recorder of Madison County, Montana. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. Any amendment to this Declaration shall be subject to the approval and consent requirements set forth in the MB Master CC&Rs.

10.5 **Annexation**. During the Declarant Control Period, Declarant may from time to time unilaterally (a) annex any other property within the Moonlight Basin Community ("Annexed Property") into the Project, and/or (b) add Units to the Project. Annexation of property and addition of Units shall be accomplished by filing a supplement to this Declaration with the office of the Clerk and Recorder of Madison County, Montana. Such supplement shall not require the consent of the Owners, the Board or any other person or entity having an interest in a Unit. The supplement shall include a revised Percentage of Interest Exhibit showing the percentage of undivided interest in the Common Elements for each Unit Owner and an updated site plan and floor plans to the extent required by the Unit Ownership Act.

10.6 **Withdrawal**. During the Declarant Control Period, Declarant may from time to time unilaterally amend this Declaration for the purpose of removing property then owned by Declarant or its affiliates from the coverage of this Declaration. Any property removed from this Declaration shall be subject to whatever easements, if any, are reasonably necessary for access to or operation of the Project and each of the Units. In addition, during the Declarant Control Period, Declarant may from time to time unilaterally amend this Declaration for purposes of decreasing the number of Units within the Project by removing certain Units from the coverage of this Declaration; *provided* that Declarant may make any such decrease only with respect to Units then owned by Declarant which have not been constructed. Any amendment pursuant to this Section 10.6 shall not require the consent of the Owners, the Board or any other person or entity having an interest in a Unit. Any amendment to remove one or more Units shall include a

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revised Percentage of Interest Exhibit showing the percentage of undivided interest in the Common Elements for each Unit Owner following the removal and an updated site plan and floor plans to the extent required by the Unit Ownership Act.

10.7 **Plat Amendment**. Declarant may unilaterally amend the plat of the Property without the additional consent of any Owner, the Board or any other person or entity having an interest in a Unit; *provided, however*, that nothing in this paragraph allows Declarant to replat the property underlying the Building so as to change a boundary line or platted easement under a Building without the consent of the Unit Owners of Units in such Building.

10.8 **Merger or Consolidation**. During the Declarant Control Period, Declarant may merge or consolidate the Association with a property owners association of the same form of ownership. Upon written request from Declarant during the Declarant Control Period, the Board and each Unit Owner shall execute such documents and take such actions as shall reasonably be requested by Declarant to approve and effect any such merger or consolidation.

10.9 **Agreement Regarding Amendments**. The Unit Owners, the Association, lien holders, mortgagees and all others acquiring any interest in or lien on the Units, the Common Elements or any other portion of the Project shall be bound by the rights of Declarant to amend and supplement this Declaration (and Bylaws if required) and the plat of the Property as set forth in this Declaration, including, without limitation, in connection with any annexation of Annexed Property, removal of property from this Declaration, reduction or increase in the number of Units, completion of construction of Units and any change in the Percentage of Interest, site plan or floor plans in connection therewith, and their consent to such amendments and supplements is implied, granted and agreed to by the acceptance or acquisition of any interest in or lien on the Units, the Common Elements or any other portion of the Project. Declarant is hereby appointed the Unit Owners', Association's, lien holders' and mortgagees' agent and attorney-in-fact to execute and record such amendments, supplements and related documents, and such appointment is coupled with an interest, is perpetual and is irrevocable.

ARTICLE XI - ASSIGNMENT

Any or all of the rights and powers granted or reserved to Declarant in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Declarant to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Clerk and Recorder of Madison County, Montana.

ARTICLE XII - RESIDENTIAL UNIT RESTRICTIONS

All of the Residential Units shall be held, used and enjoyed subject to the MB Master Documents and the following limitations and restrictions:

12.1 **Use**. The Residential Units shall be used only for residential occupancy by Residential Unit Owners, their families, guests and invitees, consistent with the restrictions contained herein and other Governing Documents and may not be used for any other purposes whatsoever.

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12.2 **Alterations and Modifications**. No Residential Unit Owner shall make any alteration or modification of any Common Element. All additions, changes, alterations and other Construction Activity (as defined in the MB Master CC&Rs) relating to a Residential Unit shall be subject to the Design Guidelines and to review and approval of the DRB as set forth in the MB Master CC&Rs, provided that Declarant's Construction Activity is exempt from DRB review and related provisions of the MB Master CC&Rs. The Board may establish Rules and Regulations from time to time further governing additions, changes, alterations or other Construction Activity. Prior to commencement, a Residential Unit Owner shall provide written notice to the Secretary of the Association of any additions, changes, alterations and other Construction Activity with respect to the Residential Owner's Unit, which notice shall be provided concurrently with submitting material to the DRB for review, if DRB review is required, and such Residential Unit Owner shall provide such additional information to the Association and/or DRB, as applicable, as shall be reasonably requested. The Residential Unit Owner shall promptly notify the Secretary of the Association of any DRB approval or denial, as applicable. In furtherance, and not limitation, of the foregoing, the Residential Unit Owners shall be required to provide written notice to the Secretary of the Association of any improvements, alterations and/or betterments to the Residential Owner's Unit which are greater than $10,000 in value unless such alterations, betterments and/or improvements are true replacements of like kind and quality to that of the initial installation.

12.2.1 Change in Residential Unit Boundaries. No change in the boundaries of existing Residential Units shall encroach upon the boundaries of the Common Elements or any other Units, except by amendment to this Declaration and, during the Declarant Control Period, with the written approval of Declarant and all approvals required under the MB Master CC&Rs. Any such change will be set forth in an amendment showing the revised plans of the Residential Unit(s) and a revised Exhibit E, reflecting the affected Residential Unit Owners' updated Percentage of Interest, which amendment shall be approved, signed and acknowledged by the Association, the Owner(s) of the affected Residential Unit(s) and all lien holders and mortgagees of the Residential Units concerned, to the extent required by the Unit Ownership Act. Boundary walls must be equal in quality of design and construction to the existing boundary walls.

12.2.2 Load Bearing Walls. Notwithstanding any rights to remodel the Residential Units, load bearing walls may not be moved or structurally altered.

12.2.3 Liens for Alterations or Modifications. Labor performed and materials furnished and incorporated into a Residential Unit with the consent of or at the request of the Residential Unit Owner, or such Residential Unit Owner's agent, contractor or subcontractor, may be the basis for the filing of a lien against the Residential Unit or the Residential Unit Owner consenting to or requesting the same. Each Residential Unit Owner and any other person having an ownership interest in a Residential Unit shall indemnify and hold harmless each of the other Owners, the Association, Board and Declarant against any lien against the Unit or against the General Common Elements or Limited Common Elements for construction performed or for labor, materials, services or other products incorporated in the applicable Residential Unit at such Owner's or such other person's request.

12.3 **Activities**. No unlawful activity shall be carried on in any Residential Unit or upon the Common Elements nor shall anything be done by a Residential Unit Owner (or the

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family members, guests or invitees of a Residential Unit Owner) which may be or become an annoyance or a nuisance to other Unit Owners. No unreasonably noisy activity shall occur in or on the Common Elements or in any Residential Unit at any time, and disputes among Unit Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Board. No Residential Unit Owner shall do or permit anything to be done or keep or permit to be kept in such Owner's Residential Unit or on the Common Elements anything that will increase the rate of insurance on the Project without the written approval of the Board, and each Residential Unit Owner or other person having an ownership interest in a Residential Unit who causes such an increase shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, fireworks, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

12.4 **Pets**. Permitted Household Pets (as defined in the MB Master CC&Rs) are permitted on the Property in accordance with the MB Master CC&Rs, provided that any Permitted Household Pet shall be accompanied by the Unit Owner, or their family member or guest, and kept under control at all times. Residential Unit Owners are responsible for damage and waste caused by any Permitted Household Pet associated with a Residential Unit. The Board may establish such other reasonable Rules and Regulations concerning Permitted Household Pets and other animals as it deems reasonable.

12.5 **Aesthetics**. The Common Elements (excluding Commercial Limited Common Elements) shall not be used for storage of supplies, recreational equipment, materials, personal property or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations. No unsightly conditions shall be maintained on the patio, porch, terrace or deck of any Residential Unit or in any other area that is visible from the exterior of the Residential Unit and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. The Board may adopt Rules and Regulations from time to time addressing the exterior appearance of Residential Units and Buildings and the use of porches, decks, balconies, terraces and patios[, including, without limitation, installation and use of hot tubs and barbeque grills; *provided, however*, that unless otherwise determined by the Board and approved by the DRB as set forth in the MB Master CC&Rs, hot tubs are not permitted in any Residential Unit or on any appurtenant balconies or decks and barbeque grills are not permitted on any balconies or decks appurtenant to Residential Units]. Bear-proof trash receptacles shall be maintained by the Association or MB Master Association in areas designated therefore at all times and shall not be permitted to remain elsewhere on the Common Elements. In general, no activity shall be carried on nor condition maintained by a Residential Unit Owner, either in a Residential Unit or upon the General Common Elements or Residential Limited Common Elements, which is detrimental to the appearance of the Project. By way of example only, outdoor basketball hoops and plastic furniture are not permitted.

12.6 **Advertising**. No signs or other advertising devices of any kind shall be displayed by any Residential Unit Owner which are visible from the exterior of a Residential Unit or on the

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Residential Limited Common Elements, including, but not limited to, any real estate sign, "for rent" sign, political sign or the like, without written permission from the Board and, during the Declarant Control Period, the Declarant.

12.7 **Rules and Regulations**. It is intended that the Board may make, amend and repeal Rules and Regulations from time to time that apply to the Project, Residential Unit Owners (and their family members, guests and invitees), and Commercial Unit Owners (and their members, guests and invitees). Such Rules and Regulations may govern use of the Common Elements (except for the Commercial Limited Common Elements) and Residential Units, the personal conduct of Residential Unit Owners (and their family members, guests and invitees) and Commercial Unit Owner(s) (including their employees, agents, members, guests and invitees), and may govern construction and design criteria and aesthetic standards so as to further the use, enjoyment and aesthetics of the Project for the Owners. Such Rules and Regulations may also establish enforcement mechanisms, including penalties and monetary fines for violation thereof or of the Condominium Documents. Following adoption, amendment or repeal of any Rules and Regulations the Board shall provide Unit Owners with notice thereof. Copies of all such Rules and Regulations and amendments thereto in effect from time to time shall be furnished to Unit Owners upon request. Notwithstanding anything to the contrary herein, the Board shall not adopt any rules or regulations that adversely affect the Declarant without Declarant's prior written consent.

12.8 **Parking**. [No person may park on or along any Roadways, including any turnaround areas or hammerheads associated therewith. Subject to all applicable provisions of Section 6.13, all vehicles belonging to, leased or used by Residential Unit Owners (and their family members, guests and invitees) shall either be parked in Driveways or garages appurtenant to the Residential Unit or parking spaces within the common general parking areas made available for use by Residential Unit Owners. No vehicles may be stored anywhere on the Property except in such Driveways, garages or designated and other parking areas designated by the Condominium Documents or by the Board. The Board may establish such other reasonable Rules and Regulations concerning parking as it deems reasonable.]

12.9 **Lights**. Except as otherwise regulated in the MB Master CC&Rs or the Design Guidelines, the Board may adopt Rules and Regulations regulating exterior lighting or seasonal or holiday lighting.

12.10 **Reserved Rights of Declarant**. None of the restrictions contained in this Article XII shall apply to the activities or signs or billboards, if any, of Declarant during the development and sales period or of the Association in furtherance of its powers and purposes set forth herein, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein, Declarant, its affiliates and their respective agents, contractors and employees involved in the development of the Project shall have the right to maintain a sales office, a business office, a construction office, model Residential Units, storage areas (for vehicles, machinery, equipment and material used or to be used in connection with the development work, sales and marketing) and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the Project by Declarant (including, without limitation, development of the Buildings, Units and recreational facilities, if any, in any phase of the Project) and may continue to do so during

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the entire development and sales period. In addition, subject to compliance with the MB Master CC&Rs, Declarant reserves the right to change the type of construction, size, layout, number, location, architectural design and principal construction materials of the Buildings and Units therein; *provided, however*, that any Building(s) and Units therein shall be generally consistent with the quality of construction of Buildings and Units described in this Declaration.

ARTICLE XIII - INSURANCE

13.1 **Association Policies**. All insurance policies upon the Common Elements and the Units shall be purchased by the Association and shall be insured by an insurance company authorized to do business in Montana.

13.1.1 Named Insured – Association Insurance. The named insured under all policies purchased by the Association shall be the Association individually as agent for the Unit Owners. However, the property insurance maintained by the Association shall include, where so required, each Unit Owner and their lenders or mortgagees as additional insureds as their interests may appear, with standard mortgagee clause in favor of each listed mortgagee, subject however, to loss payment and other provisions as are set forth by these documents. Such property insurance policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all polices and endorsements thereon shall be deposited with the Insurance Trustee.

13.1.2 Copies to Owners. Upon written request by a Unit Owner, the Association shall furnish one copy of each insurance policy and of all endorsements to such Unit Owner. The Association shall also provide, upon written request, certificates of insurance evidencing property and liability insurance to each Unit Owner and/or their lender/mortgagee where required.

13.2 **Coverage**. The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available (as determined by the Board):

13.2.1 Property Insurance: All Units and Buildings, including the Common Elements and such portions of the Units as are for insurance purposes normally deemed to constitute part of the Common Elements and such other improvements to land as may be included in the Common Elements and where such improvements are reasonably insurable under a property policy, shall be fully insured to an amount equal to the full replacement cost thereof with all such insurance to be based on current replacement cost value, as determined annually by the Board, but subject to such deductible clauses as are required in order to obtain and maintain coverage at reasonable costs, and which coverage shall be increased by the Board as may be necessary to provide that the insurance proceeds will reasonably be expected to be sufficient to cover replacement, repairs or reconstruction. Such coverage for the Units shall be pursuant to so called "all in" property insurance policies (except as itemized below). Such coverage shall afford protection against the following:

13.2.1.1. loss or damage by fire and other hazards typically covered by a standard special cause of loss property policy form or its equivalent; and

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13.2.1.2. specifically such other perils, including flood and earthquake, as from time to time may be customarily covered with respect to buildings similar in construction, location and use as the Buildings, if the Association so desires, in amounts to be determined by the Board; and

13.2.1.3. the policies shall cover the Units and Common Elements as initially installed in accordance with Declarant's original plans and specifications or a replacement of like kind and quality, such property to include, but not be limited to, the building/structure, air-handling equipment for space cooling and heating, service equipment such as dishwasher, disposal, laundry, fireplaces, refrigerator, stove, oven, interior fixtures such as electrical and plumbing fixtures, installed floor coverings, inside paint and other wall finishing, each of which become part of the building, regardless of whether such items are included within the definition of Common Elements. Alterations, betterments or improvements added by or at the request of Owners after initial construction and installation of the Unit or Common Elements which are greater than [$10,000] in value shall not be automatically covered by the Association master property insurance policies unless such alterations, betterments and/or improvements are true replacements of like kind and quality to that of the initial installation and any alterations, betterments or improvements beyond that must be specifically presented to and accepted in writing by the Association (as determined by the Board) in order to be added to the Association policy. Prior to any such acceptance by the Association, the Owner shall be fully responsible for such alterations, betterments and/or improvements and all related insurance. In addition, the Association's property policy shall not include insurance coverage for any Unit Owner's personal property, furnishings and/or contents and none of the Association, the Board, the Manager or Declarant shall have any responsibility or liability with respect to such items.

13.2.1.4. During any period when any repair or reconstruction of a Building or Unit is taking place, and to the extent such coverage is not included in the above required property insurance policy, a Builders Risk policy shall be maintained for the completed value of the Building or Unit with coverages equivalent to those included in 13.2.1.3 above.

13.2.1.5. All property insurance policies carried by the Association shall provide for waivers of subrogation of claims against the Unit Owners and occupants of any Unit.

13.2.2 Workers Compensation. Workers compensation as required by law and employer's liability insurance with respect to officers and employees of the Association, if applicable.

13.2.3 Director's and Officer's Liability. Unless otherwise determined by the Board, a directors and officers liability insurance policy with a limit of not less than $1,000,000 (or such higher limit as may be determined by the Board) to insure against liability for actions taken by individuals in their capacity as officers or directors of the Association.

13.2.4 General Liability. Commercial general liability insurance on an occurrence form covering bodily injury, including death, and property damage with a limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and including coverage for personal injury, products and completed operations and contractual liability. Such insurance shall cover and indemnify the Association, the Board, the Manager, if any, and each director,

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officer and employee of the foregoing against liability for all tort claims arising out of or relating to the Association's ownership, operation, use and maintenance of the Project; and such policy may include, where available, the Unit Owners as additional insureds; *provided, however*, that such insurance is not intended to contribute to or be in lieu of any individual Unit Owner's liability policies required to be carried by each Unit Owner as stipulated below and under which each Unit Owner's liability insurance shall be primary for each respective Unit Owner.

13.2.5 Umbrella/Excess Liability. Umbrella/excess liability insurance providing coverage in excess of the underlying commercial general liability and auto liability policies with a limit of not less than $5,000,000 per occurrence and in the aggregate, or such other amounts as may be determined by the Board.

13.2.6 Fidelity Bond. Fidelity and crime insurance with a limit of $1,000,000 or such other limit as may be determined by the Board, covering officers and employees of the Association who handle or are responsible for its funds.

13.2.7 Other Insurance. Such other insurance as the Board shall determine from time to time to be desirable and as may be required by the Federal and State laws.

13.2.8 Insurance Changes. If the Board determines that it is not in the best interest of the Association for the Association to maintain property insurance on the Units, due to cost or otherwise, the Board may amend this Declaration to reduce or eliminate the Association's obligation to maintain such insurance and to require each Unit Owner to maintain property insurance on such Unit Owner's Unit for full replacement value. Such amendment may include such additional requirements and limitations relating to such insurance as the Board deems reasonable and may include provisions addressing use of insurance proceeds and repair or reconstruction in the event damage to or destruction of a Unit. The Board may cause such amendment to be prepared and recorded without the consent of the Unit Owners; *provided, however*, notice shall be provided to each Unit Owner a reasonable time, not to be less than forty-five (45) days, in advance of such change in order to allow each Unit Owner time to obtain such newly required property insurance.

13.3 **Premiums and Deductibles**. Premiums upon insurance policies obtained by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium that is directly related to increased insured value relating to a Unit Owner's alteration, betterment or improvement or that is incurred or occasioned by the negligence, willful misconduct, occupancy, or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner (or a Unit Owner's family, invitees or guests) shall be assessed against that Owner or any other person having an ownership interest in the Unit. Further, the Board may elect to make equitable adjustments for the payment of insurance policy premiums as between the Residential Unit Owners and the Commercial Unit Owner(s) based on insured value, premiums or deductibles related to specific commercial uses. Not less than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each lienholder listed in the roster of lienholders if requested in writing by such lienholder. In the event of an insured loss, the amount of any deductible paid in connection therewith shall, in the discretion of the Board, either (a) be treated in the same manner as the premiums for the applicable coverage, (b) be assessed to one or more Unit Owners or other

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persons having an ownership interest in the applicable Unit(s) as such loss circumstances may equitably warrant, or (c) be assessed to a specific Unit Owner or other person having an ownership interest in the applicable Unit(s) if the loss resulted from the negligence or willful misconduct of a Unit Owner or such other person (or a Unit Owner's or such other person's family, invitees, members or guests).

13.4 **Insurance Trustee**. The Board shall have the exclusive authority to make a claim and adjust a loss under policies purchased by the Association. Upon such election being made by the Board, the Board shall provide that all proceeds covering property losses shall be paid to such bank in Montana with trust powers as may be designated as insurance trustee by the Board, which trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this Declaration and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

13.4.1 Unit Owners. Where all Units are destroyed, an undivided share for each Unit Owner, such share being the same as the Percentage of Interest appurtenant to each Unit. In the event less than all Units are damaged or destroyed, then such proceeds shall be held only for the Owner(s) of the damaged or destroyed Unit(s) to the extent of the repair costs of the damage or in the event of destruction, to the extent of the fair market value of the Unit before the destruction. In the event Common Elements are damaged are destroyed, then the proceeds with respect to such Common Elements shall be held for the Owners in accordance with their interests in such Common Elements.

13.4.2 Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; *provided, however*, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to a Unit Owner and mortgagee pursuant to the provisions of this Declaration.

13.5 **Unit Owners' Insurance.** Each Unit Owner shall procure and maintain, and shall provide the Board upon request with a certificate of insurance showing that the Unit Owner has in full force and effect (provided that the Board shall have no obligation to request such certificates or to monitor a Unit Owner's insurance, and none of the Association, the Board or Declarant shall have any liability with respect thereto), the insurance itemized below, which shall be maintained on a primary basis, and the cost of which shall be the sole and exclusive responsibility of the Unit Owner:

13.5.1 Property insurance on the personal property, furnishings, and contents of the Unit Owner. In addition, coverage for any alterations, betterments or improvements made to such Unit or the Limited Common Elements appurtenant thereto after initial construction and installation and for which such addition has not yet been specifically accepted and added to the Association's property policy per Section 13.2.1.3, other than any such alterations, betterments

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and improvements which are true replacements of like kind and quality to that of the initial installation or which are less than [$10,000] in value.

13.5.2 Liability insurance on an occurrence form against claims for bodily injury, death or property damage occurring on, in or about the Unit and insuring the Unit Owner's liability with a limit of not less than $1,000,000.

Each Unit Owner shall have the right to carry other insurance for such Unit Owner's own benefit. All policies carried by the Unit Owners (a) shall contain waivers of subrogation of claims against the Association, its officers and directors; and (b) shall not adversely affect or diminish any liability under any insurance obtained by the Association. Each Unit Owner may seek to add Deductible Assessment coverage to their personal insurance policy form HO-6, where available and at the sole cost of such Unit Owner, to cover those potential Association deductibles which may be assessed to any one or more Unit Owner.

13.6 **Distribution of Proceeds**. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

13.6.1 Miscellaneous. Expenses of administration, Insurance Trustee and construction or remodeling supervision shall be considered as part of the cost of construction, replacement or repair.

13.6.2 Reconstruction or Repair. Any balance remaining shall be used for reconstruction and repair as hereafter provided.

13.6.3 Partial Reconstruction. If the Unit or Units or Common Elements are destroyed and partially rebuilt, distribution shall be made to Unit Owners or the Insurance Trustee as their interests appear based on the reconstruction of the Units and Common Elements.

13.6.4 No Reconstruction or Repair. If there is no reconstruction or repair, the first proceeds for distribution after paying the Insurance Trustee shall be made to the first lienholders for such damaged or destroyed Units before distribution to the Unit Owners.

13.6.5 Remaining Proceeds. After distribution of the insurance proceeds as set forth above, any remaining proceeds shall be distributed to the Units Owner(s) as such Owner(s) interest shall appear. In the event less than all Units are damaged or destroyed, then such proceeds shall be held only for the Owner(s) of the damaged or destroyed Unit(s) to the extent of the repair costs of the damage or in the event of destruction, to the extent of the fair market value of the Unit before the destruction. To the extent Common Elements are damaged or destroyed then remaining proceeds shall be held for the Owners in accordance with their interests in such Common Elements.

13.6.6 Certificate. In making distribution to Unit Owners and their lienholders, the Insurance Trustee may rely upon a certificate of the Association made by the Board or Manager as to the names of the Unit Owners and their respective shares of the distribution.

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13.7 **Board as Agent**. The Board is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Project to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.8 **Benefit to Mortgagees**. Certain provisions in this Article XIII are for the benefit of mortgagees or trust indenture beneficiaries, and all such provisions are covenants for the benefit of any mortgagee or trust indenture beneficiary of a Unit and may be enforced by such mortgagee or beneficiary.

13.9 **Notice to Lienholder**. The Unit Owners, and not the Board nor the Association, shall notify the holder of any first lien on any of the Units of the occurrence of any loss in excess of $10,000.00 within thirty (30) days of such loss.

13.10 **Reconstruction**.

13.10.1 Repair after Casualty. If any part of the Project shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

13.10.1.1. *Lesser Damage*. If a Unit or Units (or other damaged property within the Project) is found by the Board to be tenantable after the casualty, the damaged property shall be repaired.

13.10.1.2. *Greater Damage*. If a Unit or Units (or other damaged property within the Project) is found by the Board to be not tenantable after the casualty, the damaged property may be reconstructed or rebuilt as provided in the applicable provisions of the Unit Ownership Act. If the decision is made not to rebuild then the property shall be subject to the applicable provisions of the Unit Ownership Act.

13.10.1.3. *Election not to Rebuild*. If a Unit or Units (or other damaged property within the Project) is found by the Board to be not tenantable after the casualty and the Association elects not to rebuild as herein provided and set forth in 70-23-803, MCA, and less than all of the Units have been damaged or destroyed, following any payments required by 70-23-805, MCA, the Insurance Trustee shall be instructed to disburse the proceeds in accordance with paragraph 13.6.4 and 13.6.5.

13.10.1.4. *Certificate*. The Insurance Trustee may rely upon a certificate of the Association made by the Board or Manager to determine whether or not the damaged property is to be reconstructed or rebuilt.

13.10.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by not less than seventy-five percent (75%) of the aggregate Percentage of Interest of the Unit Owners, including the Owners of all Units the plans for which are to be altered, and in accordance with the review and approval requirements set forth in the MB Master CC&Rs and Design Guidelines. Any such reconstruction not in accordance with the original plans and specifications must be set forth in an

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amendment to the Declaration. Provided that any consents required by the Governing Documents in connection with reconstruction not in accordance with the original plans and specifications have been obtained, the Board may cause to such amendment to be prepared and recorded without the consent of the Unit Owners.

13.10.3 Responsibility. The responsibility for reconstruction or repair after casualty shall be that of the Association which shall work with the Insurance Trustee to carry out the provisions of this Article XIII.

13.10.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair for which the Association is responsible, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds to cover the payment of such costs. Such assessments shall be in proportion to the Owner's Percentage of Interest, unless such reconstruction or repair resulted from the negligence or willful misconduct of an Owner or the family member, guest, member or invitee of an Owner, in which case such amounts may, in the discretion of the Board, be assessed against such Owner or other person having and ownership interest in the applicable Unit.

13.10.5 Construction Funds. The funds for payment of costs of reconstruction or repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in the sound discretion of the Insurance Trustee and according to the contract of reconstruction or repair, which contract must have the approval of the Board.

13.10.6 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be paid to the Association for the use and benefit of the Unit Owners.

13.11 **Condemnation**.

13.11.1 In the event the Common Elements, or any portion thereof, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain or by purchase in lieu thereof, each Owner will be entitled to notice thereof, but the Association (acting through the Board) will act as attorney-in-fact for all Owners in the proceedings incident to such taking unless otherwise prohibited by law. The award for such taking will be payable to the Association as trustee for all of the Owners to be used as follows:

13.11.1.1. If the taking involves a portion of the Common Elements on which improvements (not including a Unit) have been constructed, then, unless (a) restoration or replacement of such improvements would be illegal under any applicable law, rule, regulation or ordinance or (b) within sixty (60) days after such taking (i) during the Declarant Control Period, Declarant elects not to restore or replace such improvements, or (ii) after the Declarant Control Period, the Board elects not to restore or replace such improvements, the Association shall

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restore or replace such improvements so taken on the Common Elements to the extent lands are available therefore, in accordance with plans approved by the DRB and, to the extent required by applicable law, any governmental or quasi-governmental entity having jurisdiction over the Property. If such improvements are to be restored or replaced, and the award for the taking is insufficient to restore or replace such improvements, the Board shall levy a special assessment, payable by the Unit Owners in accordance with their Percentage of Interest, in the aggregate amount of such deficiency and shall proceed to restore or replace such improvements.

13.11.1.2. If the taking does not involve any Common Elements including improvements, or if there is a decision made not to restore or replace as set forth above, or if there are net funds remaining after any such restoration or replacement of improvements is completed, then the Association shall retain such excess proceeds and place them in the Association's reserve account.

13.11.2 In the event any Unit or any portion thereof or any Limited Common Element appurtenant to a Unit shall be taken, the condemnation award for such taking shall be paid solely to the Unit Owner(s) of such Unit(s). If an entire Unit shall be condemned, the Unit Owner thereof shall automatically cease to be an Owner or a member of the Association with respect to such Unit, but obligations arising prior to such taking shall remain the obligation of such person or entity regardless of the termination of membership.

ARTICLE XIV - MORTGAGEE PROVISIONS

A holder, insurer, or guarantor of a first mortgage on a Unit may apply to be an Eligible Holder (as defined in the MB Master CC&Rs) and achieve the same rights with the Association in the same manner as set forth in Article 12 of the MB Master CC&Rs, except that notice shall be to the Association's registered agent.

ARTICLE XV - REMOVAL OR PARTITION - SUBDIVISION

The Project may only be removed from condominium ownership, and may only be partitioned or sold, with the consent of Declarant (during the Declarant Control Period) and upon compliance with each of the conditions hereof:

15.1 The Board must approve the plans of removal, partition or sale, except for the rights reserved to Declarant pursuant to Article X. Such approval shall include the details of how any partition or sale, and the distribution of property or funds, shall be accomplished.

15.2 The plan of removal, partition, subdivision, abandonment, termination or sale must be approved as provided in the Unit Ownership Act. If approval for any of the forgoing is not required by the Unit Ownership Act, then approval shall be required from Owners representing at least seventy-five percent (75%) of the Percentage of Interest and any related first lienholder in the Project. Upon obtaining such approval, the Board shall be empowered to implement and carry out the plan of removal, partition, subdivision, abandonment, termination or sale. This provision is subject to the rights reserved to Declarant pursuant to Article X.

15.3 No Residential Unit may be divided or subdivided into a smaller Residential Unit, nor any portion thereof sold or otherwise transferred, except as provided above. No Residential

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Units may be aggregated without the consent of Declarant, during the Declarant Control Period, and thereafter the Board.

15.4 The Common Elements shall not be abandoned, partitioned, subdivided, encumbered, or sold or transferred (except to the Association) without compliance with all of the above requirements.

ARTICLE XVI - INTERPRETATION

16.1 **Liberal Construction**. The provisions of this Declaration and of the Bylaws shall be liberally construed to effectuate the purposes of this Declaration and Bylaws and to create Buildings subject to and under the provisions of the Unit Ownership Act. To the greatest extent possible, this Declaration is intended to be interpreted as supplementary but not replacing the MB Master CC&Rs.

16.2 **Interpretation of Condominium Documents**. The Association, by and through its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration and the other Condominium Documents. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation shall be final, conclusive and binding as to all persons and property benefitted or bound by the covenants and the provisions hereof.

ARTICLE XVII - REMEDIES

All remedies provided for in this Declaration and the other Condominium Documents shall not be exclusive of any other remedies which may now be, or are hereafter, available to the parties hereto as provided for by law.

ARTICLE XVIII - SEVERABILITY

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one or more provision or any portion thereof shall not affect the validity or enforceability of the remainder of such provision or of any other provision hereof.

ARTICLE XIX - MISCELLANEOUS

19.1 **Utilities**. All Units shall be connected to community water and sewer service provided by MT Moonlight Basin Water & Sewer LLC or its successors or assigns. All Owners and other persons having an ownership interest in a Unit shall be obligated to pay the required water and sewer fees for those services and for any other utility service provided to the Unit. Failure to pay fees to the utility providers may result in services being cut-off.

19.2 **Expenditures**. With the exception of expenditures required for emergency situations, no single expenditure or debt in excess of [Ten Thousand Dollars ($10,000.00)] may be made or incurred by the Association without the prior approval of the Board, which may include such expenditure being included in a budget that has been approved by the Board. The limitation on single expenditures may be modified by the Board without amendment to this Declaration.

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19.3 **Benefit**. Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of Declarant, the Association and each Unit Owner, and the heirs, estates, personal representatives, successors and assigns of each.

19.4 **Service of Process**. The name and address of the person to receive service of process for the Association until another designation is filed of record shall be the registered agent for the Association on file with the Montana Secretary of State.

19.5 **Notice to Lienholder**. A first lienholder, upon request, will be entitled to written notification from the Board of any default in the performance by an individual Unit Owner of any obligation under the Condominium Documents which is not cured within sixty (60) days.

19.6 **Right to Examine Books**. Every Unit Owner and first lienholder shall have the right, at the expense of such Unit Owner or first lienholder, to examine the books and records of the Association and of any Manager for the Project which relate to expenditures by the Association by giving a written notice requesting such examination. Upon receipt of such notice, the party receiving the notice shall schedule a mutually agreeable date and time during normal business hours for the examination, which date shall be not more than ten (10) days following the receipt of the notice requesting the examination.

19.7 **Warranties**. Declarant does not make any, and hereby expressly disclaims all, warranties or representations concerning the Property, the Units, the Buildings, the Declaration, the Bylaws or deeds of conveyance except as specifically set forth therein and no one may rely upon such warranty or representation not so specifically expressed therein. Estimates of Common Expenses (including Commercial Common Expenses and Residential Common Expenses) and Limited Expenses are deemed accurate, but no warranty or guarantee is made or is intended, nor may one be relied upon.

19.8 **Notices**. All writings required or permitted to be given or delivered under this Declaration shall be deemed to have been given or delivered when deposited in the United States mail, postage prepaid, or by delivering it personally to an officer of the Association or Declarant or directly to a Unit Owner.

19.9 **Sale Disclosures**. At any time that Declarant or any other person owns a majority of the Units, Declarant or such other person shall provide to any purchaser the disclosure required by Montana Code Annotated § 70-23-613.

19.10 **Gender**. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

19.11 **Conflicts**. In the event that there is any conflict or inconsistency between or among the provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations, the provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations (in that order) shall prevail.

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19.12 **Limitation on Liability**. Notwithstanding anything to the contrary contained in this Declaration, any liability or claims against Declarant shall, except in connection with any express written warranty of Declarant, be strictly limited to Declarant's then-existing interest in the Property, and in no event shall any recovery or judgment be sought against any of Declarant's other assets (if any) or against any of Declarant's or its affiliates' owners, managers, members or partners (or their constituent members or partners) or any manager, director, officer, employee or shareholder of any of the foregoing. Further, in no event shall any claimant be entitled to seek or obtain any special, consequential, indirect, treble (or other multiplier) or punitive damages.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be made and executed according to the provisions of the Montana Unit Ownership Act, Section 70-23-101, et seq., MCA (20[•]), as amended.

DECLARANT

[•],
a [•]

By: _____
Name:
Title:

STATE OF_____)
:ss
COUNTY OF_____)

This instrument was acknowledged before me on _____, 20___, by _____, as _____ of [•], a [•].

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

_____[signature]
Notary Public for the State of _____
(S E A L) _____
(Printed Name)
Residing at:_____, _____
(City) (State)
My commission expires:_____, 20___
(Month/Day/Year)

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EXHIBIT A

Description of Property

The following described real property, being approximately [•] acres, located in Madison County, Montana:

[*Insert legal description*]

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EXHIBIT B

Construction Materials

The principal materials of which the initial Buildings will be constructed are as follows:

[*To come*]

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EXHIBIT C

Site Plan

[see attached]

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EXHIBIT D

Floor Plans

[see attached]

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Certificate of Floor Plans

[see attached]

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EXHIBIT E

Percentage of Interest

Unit Designation	Square Feet	Percentage of Interest
Total		**100%**

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EXHIBIT F

Certificate of Name

[see attached]

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EXHIBIT G

[Maintenance Responsibility Chart]

[see attached]

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The Units listed in this Declaration have been approved following review under Montana Code Annotated Title 76, chapter 3, parts 5 and 6.

_____
_____, Commissioner

STATE OF MONTANA)
: ss.
County of Madison)

This instrument was acknowledged before me this ___ day of _____, 20___, by _____, as a Commissioner of Madison County, Montana.

_____
Print Name: _____
Notary Public for the State of _____
[SEAL] Residing at _____, _____
My Commission expires _____, 20___

DRAFT

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix E

Adjacent Property Owner Notification

Lee's Pool Subdivision, PUD
Adjacent Property Owners Contact/Notification List

Strawberry Ridge – Lot 4
A. Rives Potts, Jr.
66 Ingham Hill Rd
Essex, CT 06426-1507

Ulery's Lakes / Timber Ridge / Strawberry Ridge HOA
Barbara James, President
5716 Washington Blvd.
Indianapolis, Indiana 46220

Parcel A-2, COS 7/348-A
Theodosia N. Tattersall 1972 Trust
c/o Munoko Co.
El Dorado, AR 71730-5853

Tract 12, COS 7/2278
Moonlight Territory LLC
1 Boston Pl, Ste 2310
Boston, MA 02108-4407

Crimmins Ranch, COS 7/1809
River of Trees LLC
1250 W Dean Rd
River Hills, WI 53217-2534

409.375 acre Tract in N 1/2 Section 7 & NE 1/4 of Section 12
K & R Investments Limited Partnership
P.O. Box 36816
Charlotte, NC 28236-6816

COS 7/1272, Tract A-1 COS 348-A
Theodosia Nolan Roddy
200 N Jefferson Ave, Ste 308
El Dorado, AR 71730-5853

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Barbara James, President
Ulery's Lakes / Timber Ridge / Strawberry Ridge HOA
5716 Washington Blvd
Indianapolis, Indiana 46220

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Ms. James:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Theodosia N. Tattersall 1972 Trust
c/o Munoko Co.
200 N. Jefferson Ave, Suite 308
El Dorado, AR 71730-5853

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

To Whom It May Concern:

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Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Theodosia Nolan Roddy
200 N. Jefferson Ave, Suite 308
El Dorado, AR 71730-5853

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Ms. Roddy:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Moonlight Territory LLC
1 Boston Pl, Suite 2310
Boston, MA 02108-4407

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

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Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

River of Trees LLC
1250 W Dean Rd
River Hills, WI 53217-2534

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

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Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

K&R Investments LP
P.O. Box 36816
Charlotte, NC 28236-6816

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

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Best Regards,

Kevin Germain,
Lone Mountain Land Company

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Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

A. Rives Potts, Jr.
66 Ingham Hill Rd.
Essex, CT 06426-1507

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

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Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

MOONLIGHT BASIN

Lee's Pool Subdivision, PUD

NARRATIVE

Brief Description:

Moonlight Basin (MB MT Acquisition LLC) is proposing to develop the Lee's Pool Subdivision, Planned Unit Development.

This proposed development consists of commercial, mixed use and residential units, as well as open space. This development consists of a total of 356.89 acres and is located north of the Madison Village Base area and west of the Strawberry Ridge and Ulery's Lakes Subdivisions just off Jack Creek Road. This area is undeveloped and centrally located within 1.6 miles northwest (as the crow flies) from the main Moonlight entrance, 0.9 miles northeast from the Madison Base Area and 1.9 miles north of the Moonlight Lodge. Moonlight Basin has provided successful Glamping in this area during the summer of 2018. Public access is available off Jack Creek Road just before the top gate. Central water and sewer will be provided by MT Moonlight Basin Water & Sewer LLC.

Lee's Pool Subdivision

- Total acreage: approximately 356.89 acres
  - Commercial Lot: 36 acres
    - Commercial Lots will consist of a hotel, restaurant and spa.
  - Mixed Use Lot: 15.99 acres
    - Mixed Use Lots will consist of Residential Units (within ski lodge) and Commercial Units
  - Residential Lots: 118.95 acres
    - Residential Lots will be Condo Lots
    - Residential homes will be between approximately 2200 – 4800 square feet in size
  - Tract A-1: 89.26 acres
    - Potentially 30 future residential units within Tract A-1
  - Tract B-1: 133.02
    - 1 unit is planned in this area
  - Open Space A and B: total of 39.99 acres
  - Road Tracts A, B and C: total of 12.94 acres

Proposed Land Use:

Proposed Maximum Residential Units: 67 Branded Residence style Units and Lots (2-6 bedroom)

Proposed Commercial Units: Approximately 69 hotel rooms within four hotel buildings, as well as 13 guest cabins, a standalone restaurant and spa building. Penthouse-style residential units (6) will be available in the ski lodge. Additional skier services will be located in the ski lodge located to the south west of the main lodge. Skier services will include a retail shop and food and beverage offerings that will be available residential owners, their guests, hotel guests and members of the public. Two new chairlifts will be constructed to provide ski access to the site.

Road Tract A (Entry Road) – primary access to Lee's Pool Subdivision from Jack Creek Road

Road Tract B (Loop Road) – access off Road Tract A for access to residential units in Condo Lots.

Road Tract C (Service Road) – secondary access from Lee's Pool Subdivision to Jack Creek Road.

***All roads have been reviewed by Chief Farhat with the Big Sky Fire Department and his suggested changes and requirements will be implemented as we continue to plan this subdivision.*

Condo Lot property will be HOA maintained and managed.

Commercial property, including the hotel, restaurant and spa, to be maintained and managed by the hotel owners and management.

Open Space property, including ski facilities, to be maintained and managed by the hotel owners and management.

Legal Description:

Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana.

Landowner:

MB MT Acquisition LLC
Moonlight Basin
66 Mountain Loop Rd
Big Sky, MT 59716
Phone: (406) 219-0830

Representative:

Kevin P. Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
kgermain@lonemountainland.com

Water Rights:

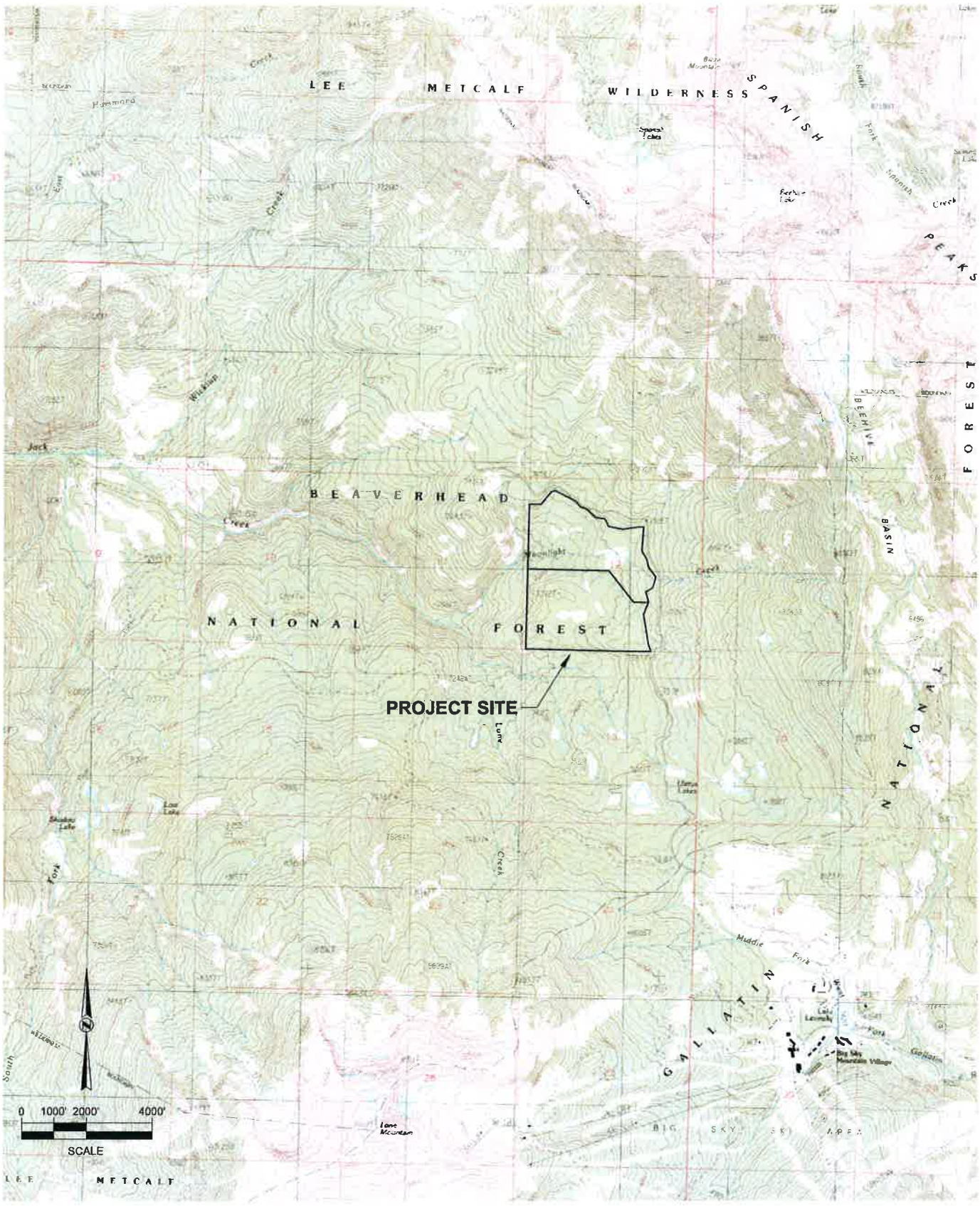
Moonlight Basin currently has sufficient water rights to provide domestic water supply to this subdivision. Water right 41F 30013630 (municipal) is owned by MT Moonlight Basin Water & Sewer LLC. The municipal water right includes Wells 4 and 5 which were connected over the summer. Wells 1-3 are covered under Water Right 41H 99524 00 and 41H 3005212. An additional Fish and Wildlife water right, 41F 96791 00, is in place for the ponds. A commercial groundwater right, 41F 30108967, is also in this vicinity for the Glamping activities.

Special Improvement Districts or Rural Improvement Districts:

Moonlight Basin is not currently part of a Special Improvement District or Rural Improvement District for this portion of the property.

Crucial Area Planning System (through Montana FWP) results:

Lee's Pool Subdivision was analyzed using the MT FWP Crucial Area Planning System (see attached map). The proposed subdivision falls within the Class 2 Habitat Ranking. Landowner is aware of this and will continue to work with professional wildlife and conservation consultants throughout the planning process.



C:\DATA ITTION\2018 Projects\BE 18-02 Onc & Only\CAD Projects\Onc & Only Preapplication\dwg\Onc & Only Preapp USGS. 12/10/2018 9:27:17 AM, Beartooth Engineering, PLLC, EWB

MOONLIGHT BASIN

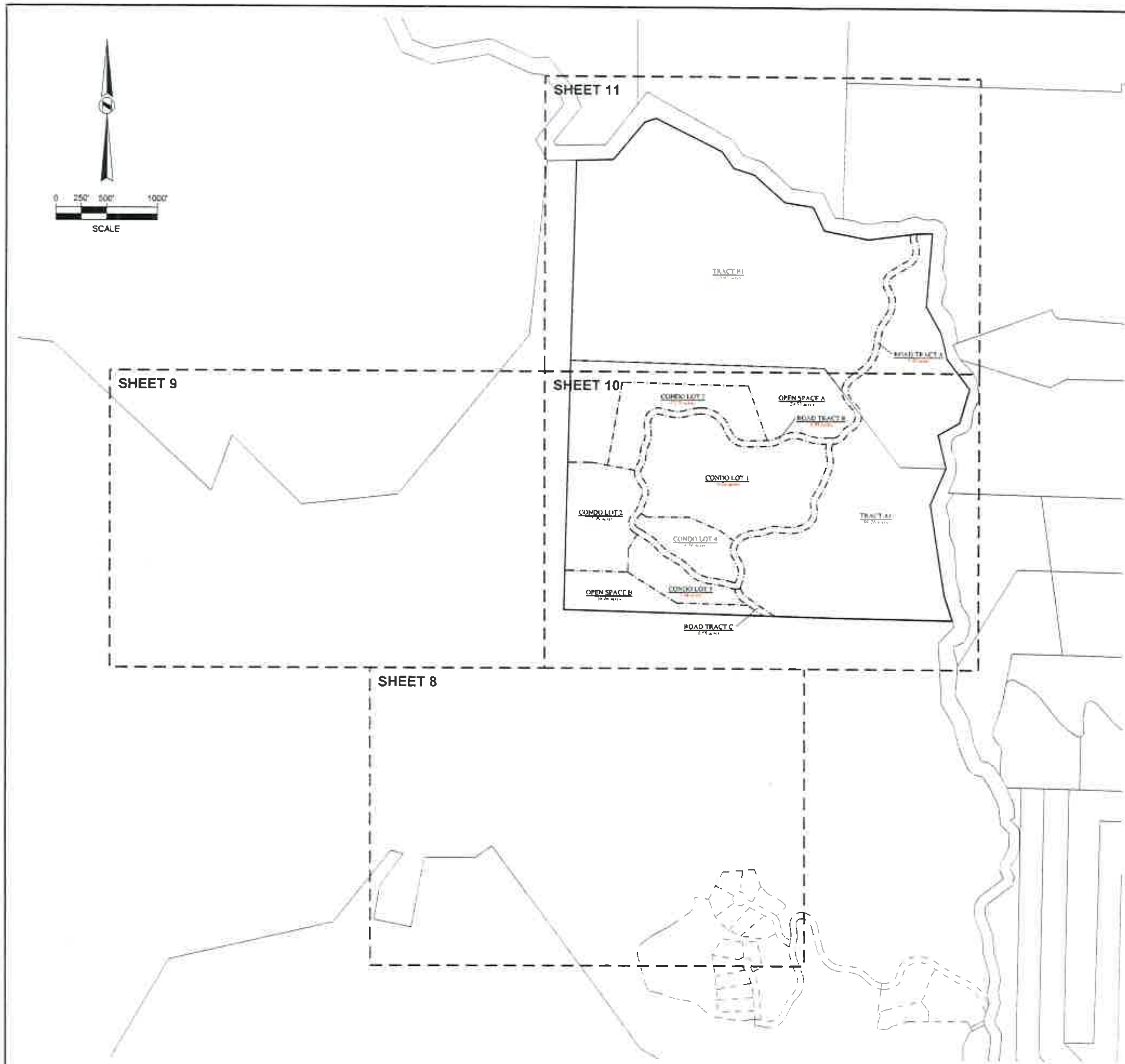
MADISON COUNTY, MONTANA

LEE'S POOL SUBDIVISION P.U.D.

PREAPPLICATION SUBMITTAL - USGS VICINITY MAP

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 12/10/18
PROJECT NO.: NA
DRAWING NAME: One & Only Preapp USGS.dwg
SHEET
1 OF 1

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
MOONLIGHT BASIN
O: (406) 219-0830



LEE'S POOL SUBDIVISION P.U.D.

PREAPPLICATION EXHIBIT - PROPOSED SUBDIVISION
SHEET INDEX

LEGAL DESCRIPTION:

TRACT A AND TRACT B ON THE CERTIFICATE OF SURVEY IN BOOK 7 OF SURVEYS, PAGE 2474, LOCATED IN SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 EAST, P.M.M., MADISON COUNTY, MONTANA.

PRELIMINARY

LEGEND

NEW	DESCRIPTION
	SUBDIVISION BOUNDARY
	PROPERTY LINE
	UTILITY EASEMENT LINE
	ACCESS EASEMENT LINE
	ROAD CENTERLINE
	ROAD CENTERLINE (FUTURE)
	EDGE OF ASPHALT
	EDGE OF GRAVEL
	SEWER MAIN - GRAVITY
	SEWER MAIN - GRAVITY (FUTURE)
	SEWER MAIN - FORCE
	SEWER SERVICE
	WATER MAIN
	WATER MAIN (FUTURE)
	FIRE HYDRANT
	WATER SERVICE
	SKI LIFT
	SKI RUN

NOTES:

1. THE AERIAL PHOTOGRAPH AND CONTOURS ARE FROM THE 2014 FLIGHT OF THE PROPERTY. THE CONTOUR INTERVAL SHOWN IS 10'.

2. THE WATERCOURSES SHOWN ARE FROM THE LONE MOUNTAIN USGS 7.5' QUADRANGLE MAP AND HAVE BEEN ADJUSTED TO REFLECT TOPOGRAPHICAL INACCURACIES.

3. PROPOSED UNDERGROUND ELECTRIC AND COMMUNICATION UTILITIES ARE AT THE PLANNING STAGE AND ARE NOT SHOWN. NECESSARY UTILITY EASEMENTS WILL BE ADDED ON THE PRELIMINARY PLAT.

4. JACK CREEK ROAD AND ALL PROPOSED ROADS SHALL MEET THE STANDARDS OF THE MADISON COUNTY SUBDIVISION REGULATIONS. PROPOSED ROAD TRACTS AND A PORTION OF TRACT R-1 (JACK CREEK ROAD) WILL ALSO BE DEDICATED AS PUBLIC ACCESS EASEMENTS.

5. THE LOCATIONS OF ALL PROPOSED INFRASTRUCTURE AND IMPROVEMENTS SHOWN ARE PRELIMINARY.

6. THE RESIDENTIAL UNIT CONFIGURATION SHOWN ON THE SKETCH PLAN ON SHEET 10 IS CONCEPTUAL AND IS NOT INTENDED TO MATCH THE UNIT COUNTS IN THE AREA TABLE OR NARRATIVE.

AREA TABLE

PARCEL	UNITS	ACRES
CONDO LOT 1 (COMMERCIAL)	TBD	38.00
CONDO LOT 2 (MIXED USE)	6(R) & 1(C)	15.99
CONDO LOT 3 (RESIDENTIAL)	17	13.79
CONDO LOT 4 (RESIDENTIAL)	9	8.36
CONDO LOT 5 (RESIDENTIAL)	11	7.54
TRACT A1 (FUTURE RESIDENTIAL)	30	89.26
TRACT B1	1	133.02
OPEN SPACE A	-	29.93
OPEN SPACE B	-	10.06
ROAD TRACT A	-	3.48
ROAD TRACT B	-	6.88
ROAD TRACT C	-	0.58
TOTAL	74(R) & TBD(C)	356.89

NOTE: R = RESIDENTIAL AND C = COMMERCIAL

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
O: (406) 319-0810

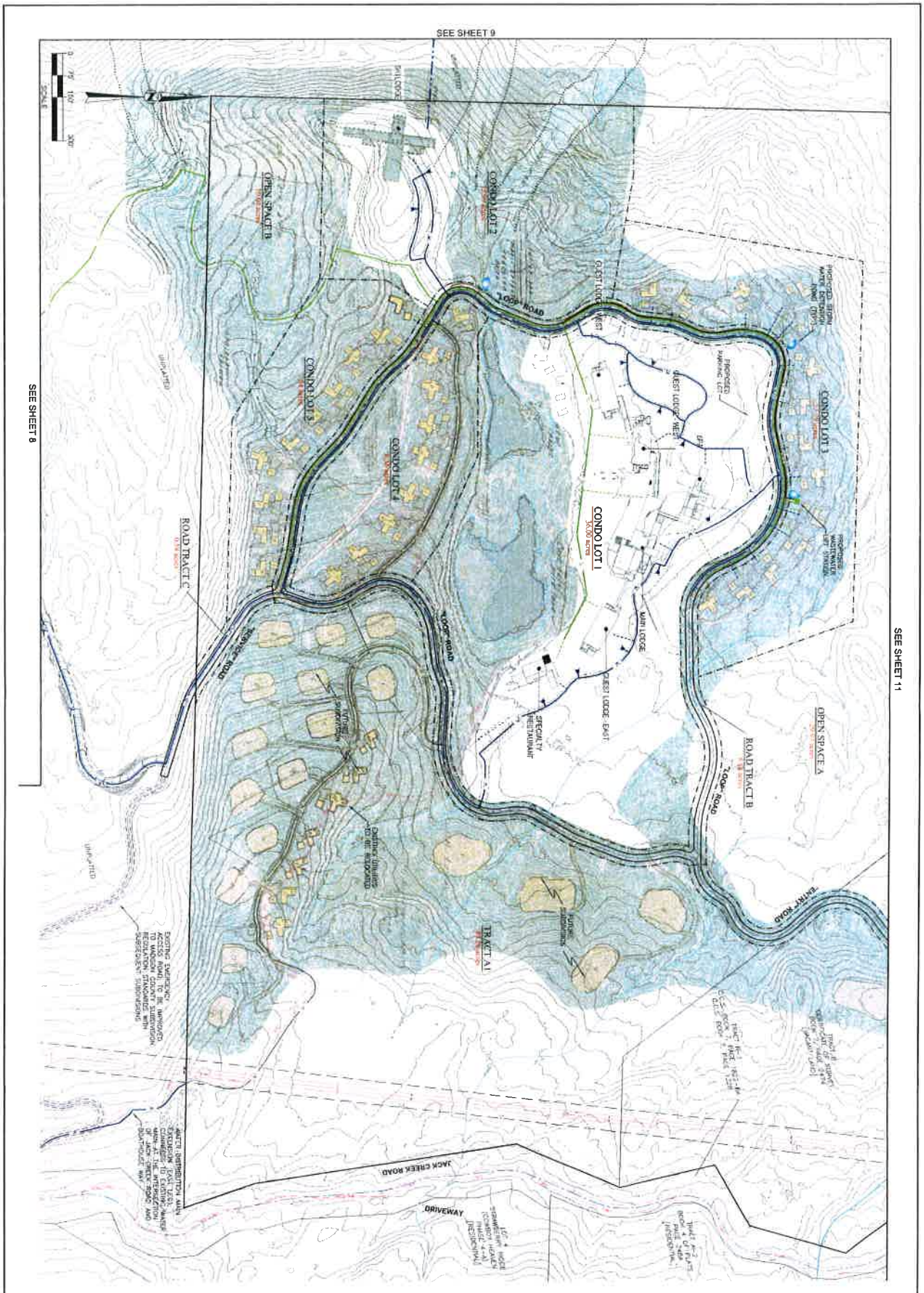
MOONLIGHT BASIN

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 12/15/18
PROJECT NO.: NA
DRAWING NAME: One & Only Preapp Sh 7-11.dwg
SHEET 7 OF 11

MOONLIGHT BASIN
MADISON COUNTY, MONTANA

LEE'S POOL SUBDIVISION P.U.D.
PREAPPLICATION EXHIBIT - SHEET INDEX

C:\DATA PARTITION 2018 Projects\BE 18-02 One & Only\CAD Projects One & Only Preapplication\dwg\One & Only Preapp Sh 7-11.dwg, 12/18/2018 7:53:24 AM, Beartooth Engineering, PLLC, EWB



MOONLIGHT BASIN MADISON COUNTY, MONTANA	DRAWN BY: EWB DESIGNED BY: NA DATE ISSUED: 11/27/18 PROJECT NO.: NA DRAWING NAME: One & Only Preapp Sh 7-11.dwg SHEET 10 OF 11	LONE MOUNTAIN LAND COMPANY 25 TOWN CENTER AVENUE P.O. BOX 160040 BIG SKY, MT 59716 MOONLIGHT BASIN O: (406) 219-0830	This map has been created for planning purposes only. It shall only be used for illustrative and informative purposes and what is represented on the map may change based on planning and development decisions. Unless otherwise stated it is not a survey, an recorded plat and is not intended to portray actual acreage. Achieved wetlands, geotechnical results, property lines or the actual surveyed location of any infrastructure that may be indicated on this map. By accepting this map, the recipient acknowledges that the information portrayed on this map is for illustrative purposes only and may not accurately portray what currently exists on the site, what is to be developed and/or what is or record or on the site with the Madison County Clerk and Recorder or Madison County Planning Department. This map shall not be used as a substitute for the recipient's own independent due diligence regarding the property. SSS MT Acquisitions LLC and its affiliated or parent companies, subsidiaries, officers, directors, members, managers, employees and agents assume no responsibility for, and make no representations regarding, the accuracy of the information portrayed on this map.

LEE'S POOL SUBDIVISION P.U.D.
PREAPPLICATION EXHIBIT - PROPOSED SUBDIVISION

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix F

Easement Holder Notification

Lee's Pool Subdivision, PUD
Lienholder Contact/Notification List

N/A

Lee's Pool Subdivision, PUD
Easement Holder Contact/Notification List

80' Wide Overhead Electric Easement (Book 328, Page 795)
The Montana Power Company, a Montana Corporation
40 East Broadway
Butte, MT 59701-9989
(**Notification will be sent to Northwestern Energy per the Agency Notification List)

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Northwestern Energy
Director of Operations, Matt McIlwright
P.O. Box 490
Bozeman, MT 59771

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Mr. McIlwright:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

MOONLIGHT BASIN

Lee's Pool Subdivision, PUD

NARRATIVE

Brief Description:

Moonlight Basin (MB MT Acquisition LLC) is proposing to develop the Lee's Pool Subdivision, Planned Unit Development.

This proposed development consists of commercial, mixed use and residential units, as well as open space. This development consists of a total of 356.89 acres and is located north of the Madison Village Base area and west of the Strawberry Ridge and Ulery's Lakes Subdivisions just off Jack Creek Road. This area is undeveloped and centrally located within 1.6 miles northwest (as the crow flies) from the main Moonlight entrance, 0.9 miles northeast from the Madison Base Area and 1.9 miles north of the Moonlight Lodge. Moonlight Basin has provided successful Glamping in this area during the summer of 2018. Public access is available off Jack Creek Road just before the top gate. Central water and sewer will be provided by MT Moonlight Basin Water & Sewer LLC.

Lee's Pool Subdivision

- Total acreage: approximately 356.89 acres
  - Commercial Lot: 36 acres
    - Commercial Lots will consist of a hotel, restaurant and spa.
  - Mixed Use Lot: 15.99 acres
    - Mixed Use Lots will consist of Residential Units (within ski lodge) and Commercial Units
  - Residential Lots: 118.95 acres
    - Residential Lots will be Condo Lots
    - Residential homes will be between approximately 2200 – 4800 square feet in size
  - Tract A-1: 89.26 acres
    - Potentially 30 future residential units within Tract A-1
  - Tract B-1: 133.02
    - 1 unit is planned in this area
  - Open Space A and B: total of 39.99 acres
  - Road Tracts A, B and C: total of 12.94 acres

Proposed Land Use:

Proposed Maximum Residential Units: 67 Branded Residence style Units and Lots (2-6 bedroom)

Proposed Commercial Units: Approximately 69 hotel rooms within four hotel buildings, as well as 13 guest cabins, a standalone restaurant and spa building. Penthouse-style residential units (6) will be available in the ski lodge. Additional skier services will be located in the ski lodge located to the south west of the main lodge. Skier services will include a retail shop and food and beverage offerings that will be available residential owners, their guests, hotel guests and members of the public. Two new chairlifts will be constructed to provide ski access to the site.

Road Tract A (Entry Road) – primary access to Lee's Pool Subdivision from Jack Creek Road

Road Tract B (Loop Road) – access off Road Tract A for access to residential units in Condo Lots.

Road Tract C (Service Road) – secondary access from Lee's Pool Subdivision to Jack Creek Road.

***All roads have been reviewed by Chief Farhat with the Big Sky Fire Department and his suggested changes and requirements will be implemented as we continue to plan this subdivision.*

Condo Lot property will be HOA maintained and managed.

Commercial property, including the hotel, restaurant and spa, to be maintained and managed by the hotel owners and management.

Open Space property, including ski facilities, to be maintained and managed by the hotel owners and management.

Legal Description:

Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana.

Landowner:

MB MT Acquisition LLC
Moonlight Basin
66 Mountain Loop Rd
Big Sky, MT 59716
Phone: (406) 219-0830

Representative:

Kevin P. Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
kgermain@lonemountainland.com

Water Rights:

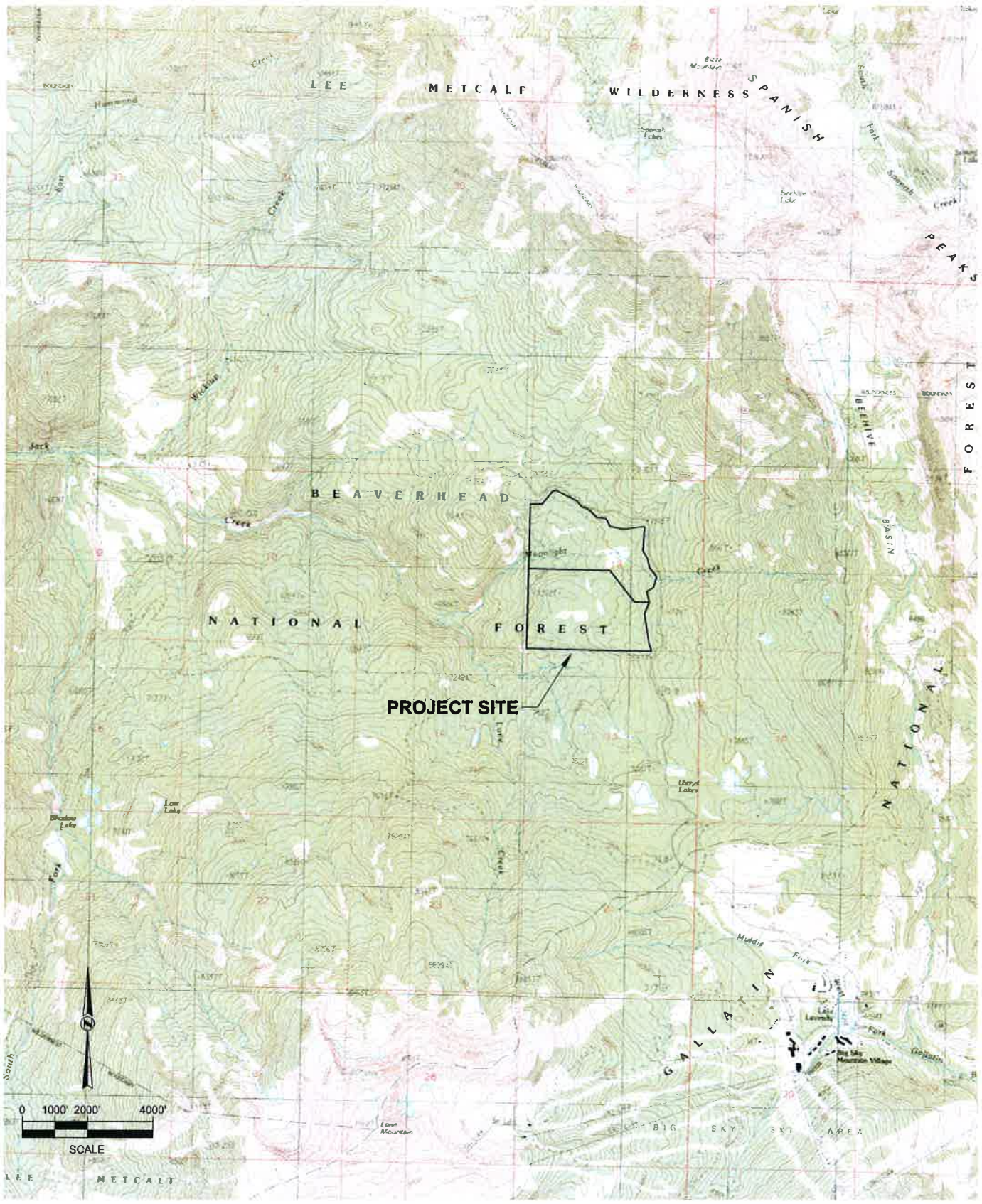
Moonlight Basin currently has sufficient water rights to provide domestic water supply to this subdivision. Water right 41F 30013630 (municipal) is owned by MT Moonlight Basin Water & Sewer LLC. The municipal water right includes Wells 4 and 5 which were connected over the summer. Wells 1-3 are covered under Water Right 41H 99524 00 and 41H 3005212. An additional Fish and Wildlife water right, 41F 96791 00, is in place for the ponds. A commercial groundwater right, 41F 30108967, is also in this vicinity for the Glamping activities.

Special Improvement Districts or Rural Improvement Districts:

Moonlight Basin is not currently part of a Special Improvement District or Rural Improvement District for this portion of the property.

Crucial Area Planning System (through Montana FWP) results:

Lee's Pool Subdivision was analyzed using the MT FWP Crucial Area Planning System (see attached map). The proposed subdivision falls within the Class 2 Habitat Ranking. Landowner is aware of this and will continue to work with professional wildlife and conservation consultants throughout the planning process.



MOONLIGHT BASIN

MADISON COUNTY, MONTANA

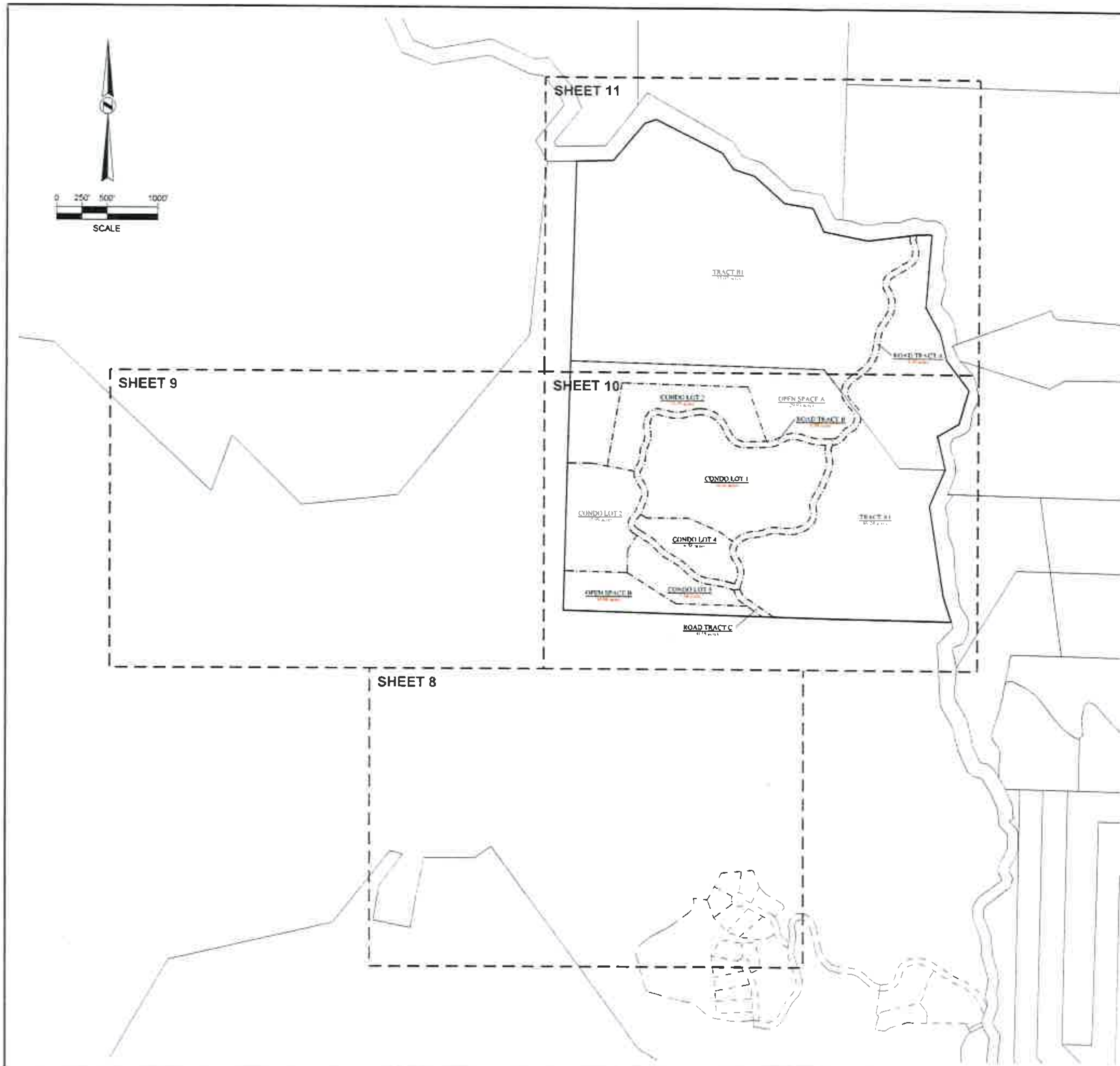
LEE'S POOL SUBDIVISION P.U.D.
PREAPPLICATION SUBMITTAL - USGS VICINITY MAP

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 12/10/18
PROJECT NO.: NA
DRAWING NAME: One & Only Preapp USGS.dwg
SHEET 1 OF 1

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
O: (406) 219-0830

MOONLIGHT BASIN

C:\DATA ITION\2018 Projects\BE 18-02 One & Only\CAD Projects\One & Only Preapplication\dwg\One & Only Preapp USGS 12/10/2018 9:27:17 AM, Bearlooth Engineering, P.L.C. EWB



LEE'S POOL SUBDIVISION P.U.D.

PREAPPLICATION EXHIBIT - PROPOSED SUBDIVISION
SHEET INDEX

LEGAL DESCRIPTION:

TRACT A AND TRACT B ON THE CERTIFICATE OF SURVEY IN BOOK 7 OF SURVEYS, PAGE 2474, LOCATED IN SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 EAST, P.M.M., MADISON COUNTY, MONTANA.

PRELIMINARY

LEGEND

NEW	DESCRIPTION
	SUBDIVISION BOUNDARY
	PROPERTY LINE
	UTILITY EASEMENT LINE
	ACCESS EASEMENT LINE
	ROAD CENTERLINE
	ROAD CENTERLINE (FUTURE)
	EDGE OF ASPHALT
	EDGE OF GRAVEL
	SEWER MAIN - GRAVITY
	SEWER MAIN - GRAVITY (FUTURE)
	SEWER MAIN - FORCE
	SEWER SERVICE
	WATER MAIN
	WATER MAIN (FUTURE)
	FIRE HYDRANT
	WATER SERVICE
	SKI LIFT
	SKI RUN

NOTES:

1. THE AERIAL PHOTOGRAPH AND CONTOURS ARE FROM THE 2014 FLIGHT OF THE PROPERTY. THE CONTOUR INTERVAL SHOWN IS 10'.

2. THE WATERCOURSES SHOWN ARE FROM THE LONE MOUNTAIN USGS 7.5' QUADRANGLE MAP AND HAVE BEEN ADJUSTED TO REFLECT TOPOGRAPHICAL INACCURACIES.

3. PROPOSED UNDERGROUND ELECTRIC AND COMMUNICATION UTILITIES ARE AT THE PLANNING STAGE AND ARE NOT SHOWN. NECESSARY UTILITY EASEMENTS WILL BE ADDED ON THE PRELIMINARY PLAT.

4. JACK CREEK ROAD AND ALL PROPOSED ROADS SHALL MEET THE STANDARDS OF THE MADISON COUNTY SUBDIVISION REGULATIONS. PROPOSED ROAD TRACTS AND A PORTION OF TRACT R-1 (JACK CREEK ROAD) WILL ALSO BE DEDICATED AS PUBLIC ACCESS EASEMENTS.

5. THE LOCATIONS OF ALL PROPOSED INFRASTRUCTURE AND IMPROVEMENTS SHOWN ARE PRELIMINARY.

6. THE RESIDENTIAL UNIT CONFIGURATION SHOWN ON THE SKETCH PLAN ON SHEET 10 IS CONCEPTUAL AND IS NOT INTENDED TO MATCH THE UNIT COUNTS IN THE AREA TABLE OR NARRATIVE.

AREA TABLE

PARCEL	UNITS	ACRES
CONDO LOT 1 (COMMERCIAL)	TBD	36.00
CONDO LOT 2 (MIXED USE)	6(R) & 1(C)	15.99
CONDO LOT 3 (RESIDENTIAL)	17	13.79
CONDO LOT 4 (RESIDENTIAL)	9	8.36
CONDO LOT 5 (RESIDENTIAL)	11	7.54
TRACT A1 (FUTURE RESIDENTIAL)	30	69.26
TRACT B1	1	133.02
OPEN SPACE A	-	29.03
OPEN SPACE B	-	10.06
ROAD TRACT A	-	3.48
ROAD TRACT B	-	8.88
ROAD TRACT C	-	0.56
TOTAL	74(R) & TBD(C)	356.89

NOTE: R = RESIDENTIAL AND C = COMMERCIAL

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
O: (406) 219-0830

MOONLIGHT BASIN

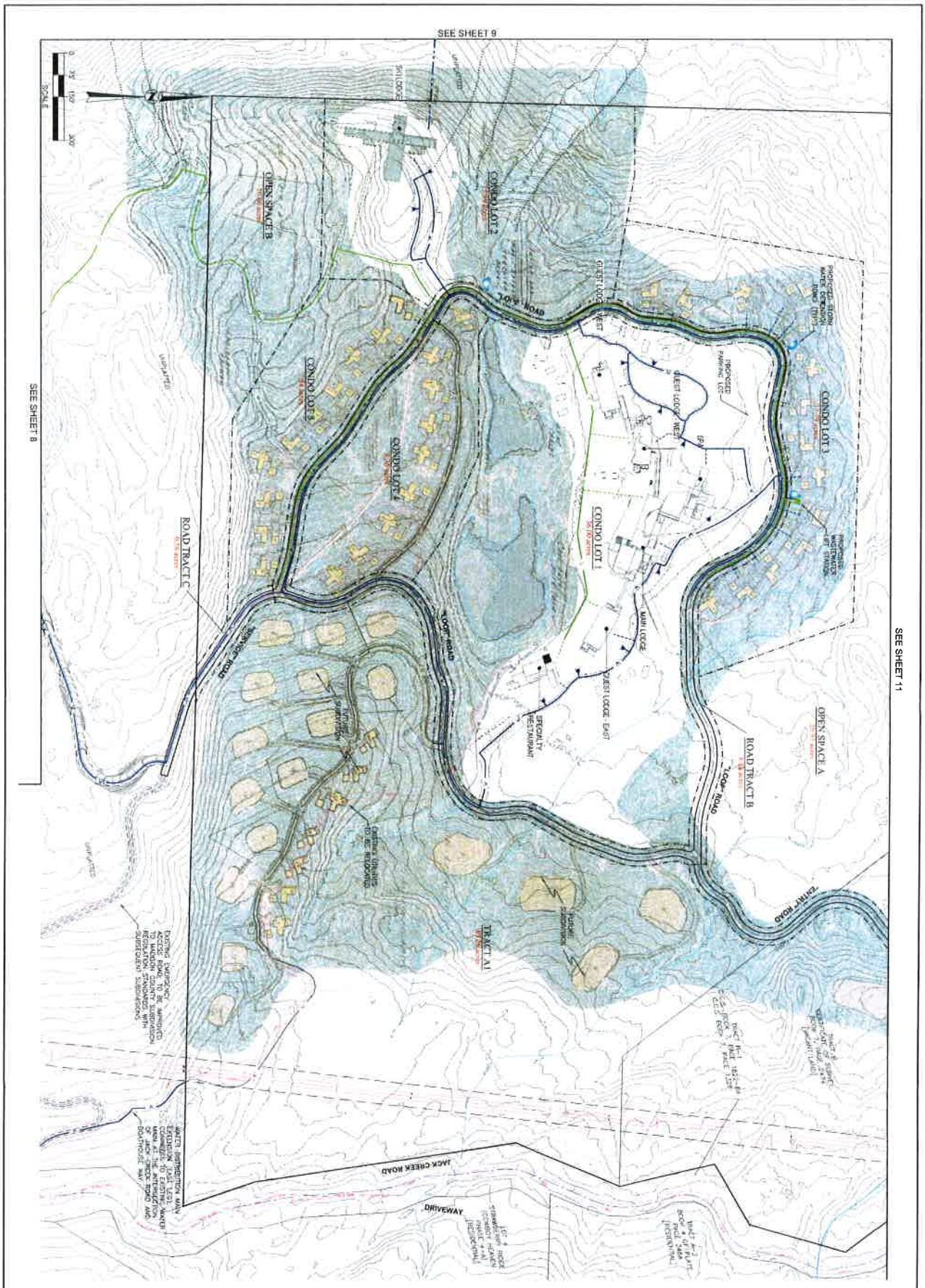
DRAWN BY:	EWH
DESIGNED BY:	NA
DATE ISSUED:	12/18/18
PROJECT NO:	NA
DRAWING NAME:	One & Only Preapp Sh 7-11.dwg

SHEET 7 OF 11

MOONLIGHT BASIN
MADISON COUNTY, MONTANA

LEE'S POOL SUBDIVISION P.U.D.
PREAPPLICATION EXHIBIT - SHEET INDEX

C:\DATA PARTITION 2018 Projects\BE 18-02 One & Only\CAD Projects\One & Only Preapplication\dwg\One & Only Preapp Sh 7-11.dwg, 12/18/2018 7:53:24 AM, Reanmuth Engineering, PLLC, EWB



MOONLIGHT BASIN MADISON COUNTY, MONTANA LEE'S POOL SUBDIVISION P.U.D. PREAPPLICATION EXHIBIT - PROPOSED SUBDIVISION	DRAWN BY: EWB DESIGNED BY: NA DATE ISSUED: 11/27/18 PROJECT NO: NA DRAWING NAME: One & Only Preapp Sh 7-11.dwg SHEET 10 OF 11	LONE MOUNTAIN LAND COMPANY 25 TOWN CENTER AVENUE P.O. BOX 160040 BIG SKY, MT 59716 MOONLIGHT BASIN O: (406) 219-0830	This map has been created for planning purposes only. It shall only be used for illustrative and informative purposes and what is represented on this map may change based on planning and development decisions. Unless otherwise stated it is not a survey, or recorded plat and is not intended to portray actual acreage, delineated wetlands, geotechnical details, property lines or the actual surveyed location of any infrastructure that may be indicated on the map. By accepting this map, the recipient acknowledges that the information portrayed on this map is for illustrative purposes only and may not accurately portray what currently exists on the site, what is to be developed and/or what is or should or not. Refer to the Madison County Clerk and Recorder or Madison County Planning Department. This map shall not be used as a substitute for the recipient's own independent due diligence regarding the property. MBS 603 Acquisition LLC, and its affiliates or parent companies, subsidiaries, officers, directors, members, managers, employees and agents assume no responsibility for, and make no representation regarding the accuracy of the information portrayed on this map.

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix G

Agency Notification and Responses

	Agency	Area/Comments	Title	Contact	Address	City, State
1	County					
2	Madison County Planning Office		Director	Charity Fechter	P.O. Box 278	Virginia City, MT 59755
3	Madison County Road Supervisor - District 3	Madison Valley/Big Sky		Jim Hart	P.O. Box 278	Virginia City, MT 59755
4	Madison County Sanitarian & Solid Waste Manager		Sanitarian	Van Puckett	P.O. Box 278	Virginia City, MT 59755
5	Madison County Weed Coordinator			Margie Edsall	P.O. Box 278	Virginia City, MT 59755
6	Madison County Sheriff			Phil Fortner	P.O. Box 276	Virginia City, MT 59755
7	Madison County Sheriff	Big Sky			P.O. Box 160564	Big Sky, MT 59716
8	Madison County Emergency Management		Director	Joe Brummell	P.O. Box 278	Virginia City, MT 59755
9	Madison County Clerk & Recorder			Kathleen Mumme	P.O. Box 366	Virginia City, MT 59755
10	Local Municipality					
11	Big Sky Owners Association		Executive Director	Suzan Scott	P.O. Box 160057	Big Sky, MT 59716
12	Fire District					
13	Big Sky Rural Fire District		Fire Chief	William Farhat	P.O. Box 160382	Big Sky, MT 59716
14	Ambulance					
15	Quick Response Unit					
16	Phone					
17	Three Rivers Telephone Co-op.		Facilities Manager	Mike Henning	P.O. Box 429	Fairfield, MT 59436
18	Electricty, Natural Gas, Water/Sewer					
19	Northwestern Energy	(east part of Madison County)	Director of Operations	Matt McIlwright	P.O. Box 490	Bozeman, MT 59771
20	School District					
21	Big Sky School District #72	Also contact Ennis Schools	Superintendent	Dr. Dustin Shipman	45465 Gallatin Rd.	Gallatin Gateway, MT 58730
22	Ennis District #52	including Big Sky	Superintendent	Casey Klasna	323 S. Charles St.	Ennis, MT 59729
23	Conservation District					
24	Madison Conservation District			Mel McKitrick	P.O. Box 606	Ennis, MT 59729
25	State of Montana					
26	State - Fish Wildlife & Parks					
27	Montana Department of Fish, Wildlife, and Parks	Wildlife - Big Sky over to the west slope of Madison Range and Wall Creek	Wildlife Biologist	Julie Cunningham	1400 S. 19th Ave.	Bozeman, MT 59718
28	Montana Department of Fish, Wildlife, and Parks	Fisheries - Madison	Fisheries	Mike Vaughn	1400 S. 19th Ave.	Bozeman, MT 59718
29	State - Transportation					
30	Montana Department of Transportation	Bozeman		Kyle DeMars	PO BOX 3028	Bozeman, MT 59718
31	State - Environmental Quality					
32	Montana Dept. of Environmental Quality (DEQ)			Barbara Kingery	P.O. Box 200901	Helena, MT 59620-0901
33	Montana Dept. of Environmental Quality (DEQ)		Water Quality Specialist	Christina Staten	P.O. Box 200901	Helena, MT 59620-0901
34	State - Other Agencies					
35	Montana Dept. of Natural Resources & Conservation (DNRC)		Central Land Office		8001 N. Montana Ave.	Helena, MT 59602
36	Montana Dept. of Natural Resources & Conservation (DNRC)		Regional Manager – Gallatin, Madison, and P	Kerri Strasheim	2273 Boot Hill Court, Suite 110	Bozeman, MT 59715
37	Montana State Historical Society, Historic Preservation Office		Cultural Records Manager	Damon Murdo	P.O. Box 201202	Helena, MT 59620-1202
38	Montana Dept. of Revenue, Assessor's Office			Brandy Hilton	P.O. Box 307	Virginia City, MT 59755
39	Montana Bureau of Mines and Geology			Edmond Deal	MT Tech of the University of MT	Butte, MT 59701-8997
40	Federal Agencies					
41	Federal - US Forest Service					
42	Madison Ranger District	Beaverhead-Deerlodge National Forest	District Ranger		5 Forest Service Road	Ennis, MT 59729
43	Gallatin Custer National Forest		Supervisor	Mary Erickson	P.O. Box 130	Bozeman, MT 59771
44	Federal - Other					
45	Bureau of Land Management		Field Manager	Cornelia Hudson	1005 Selway Dr.	Dillon, MT 59725

46	U.S. Fish and Wildlife Service			585 Shepard Way	Helena, MT 59601
47	U.S. Geological Survey		Wayne Berkla	3162 Bozeman Ave.	Helena, MT 59601
48	U.S. Army Corps of Engineers	State Program Manager	Alan Steinle	10 West 15th St., Suite 2200	Helena, MT 59626
49	Local - Other				
50	Big Sky Trails, Recreation and Parks District			P.O. Box 161395	Big Sky, MT 59716
51	Madison Valley Ranchlands Group		Melissa Griffiths	P.O. Box 330	Ennis, MT 59729
52	Non-Agency Contacts				
53	Lien holders				
54	Easement holders				
55	Each adjoining property owner (including purchaser under contract for deed of				

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Big Sky Trails, Recreation
& Parks District
P.O. Box 161395
Big Sky, MT 59716

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

To Whom It May Concern:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

MT Dept of Natural Resources
& Conservation
Regional Manager – Gallatin & Madison
2273 Boot Hill Court, Suite 110
Bozeman, MT 59715

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear P. Kerri Strasheim:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

MT DEQ
Attn: Barbara Kingery
P.O. Box 200901
Helena, MT 59620-0901

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Ms. Kingery:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

MT DEQ
Attn: Christina Staten
P.O. Box 200901
Helena, MT 59620-0901

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Ms. Staten:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

MT Dept of Fish, Wildlife & Parks
Attn: Julie Cunningham
1400 S 19th Ave
Bozeman, MT 59718

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Ms. Cunningham:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Madison Conservation District
Attn: Mel McKitrick
P.O. Box 606
Ennis, MT 59729

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Mr. McKitrick:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Northwestern Energy
Director of Operations, Matt McIlwright
P.O. Box 490
Bozeman, MT 59771

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Mr. McIlwright:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Three Rivers Telephone Co-op
Mike Henning, Facilities Manager
P.O. Box 429
Fairfield, MT 59436

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Mr. Henning:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Big Sky Rural Fire District
Attn: William Farhat, Fire Chief
P.O. Box 160382
Big Sky, MT 59716

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Chief Farhat:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Madison County Road Supervisor
District 3 – Jim Hart
P.O. Box 278
Virginia City, MT 59755

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Mr. Hart:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Madison County Sanitarian
& Solid Waste Manager
P.O. Box 278
Virginia City, MT 59755

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Mr. Puckett:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Madison County Weed Coordinator
P.O. Box 278
Virginia City, MT 59755

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Ms. Edsall:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Madison County Emergency Management
Attn: Joe Brummell
P.O. Box 278
Virginia City, MT 59755

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Mr. Brummell:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

LONE MOUNTAIN
LAND COMPANY

December 28, 2018

Big Sky Owners Association
Attn: Suzan Scott, Executive Director
P.O. Box 160057
Big Sky, MT 59716

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Dear Ms. Scott:

This letter is to notify you that we are preparing a subdivision application for review by Madison County. Enclosed for your information is a Pre-Application Packet describing the proposed project.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

MOONLIGHT BASIN

Lee's Pool Subdivision, PUD

NARRATIVE

Brief Description:

Moonlight Basin (MB MT Acquisition LLC) is proposing to develop the Lee's Pool Subdivision, Planned Unit Development.

This proposed development consists of commercial, mixed use and residential units, as well as open space. This development consists of a total of 356.89 acres and is located north of the Madison Village Base area and west of the Strawberry Ridge and Ulery's Lakes Subdivisions just off Jack Creek Road. This area is undeveloped and centrally located within 1.6 miles northwest (as the crow flies) from the main Moonlight entrance, 0.9 miles northeast from the Madison Base Area and 1.9 miles north of the Moonlight Lodge. Moonlight Basin has provided successful Glamping in this area during the summer of 2018. Public access is available off Jack Creek Road just before the top gate. Central water and sewer will be provided by MT Moonlight Basin Water & Sewer LLC.

Lee's Pool Subdivision

- Total acreage: approximately 356.89 acres
  - Commercial Lot: 36 acres
    - Commercial Lots will consist of a hotel, restaurant and spa.
  - Mixed Use Lot: 15.99 acres
    - Mixed Use Lots will consist of Residential Units (within ski lodge) and Commercial Units
  - Residential Lots: 118.95 acres
    - Residential Lots will be Condo Lots
    - Residential homes will be between approximately 2200 – 4800 square feet in size
  - Tract A-1: 89.26 acres
    - Potentially 30 future residential units within Tract A-1
  - Tract B-1: 133.02
    - 1 unit is planned in this area
  - Open Space A and B: total of 39.99 acres
  - Road Tracts A, B and C: total of 12.94 acres

Proposed Land Use:

Proposed Maximum Residential Units: 67 Branded Residence style Units and Lots (2-6 bedroom)

Proposed Commercial Units: Approximately 69 hotel rooms within four hotel buildings, as well as 13 guest cabins, a standalone restaurant and spa building. Penthouse-style residential units (6) will be available in the ski lodge. Additional skier services will be located in the ski lodge located to the south west of the main lodge. Skier services will include a retail shop and food and beverage offerings that will be available residential owners, their guests, hotel guests and members of the public. Two new chairlifts will be constructed to provide ski access to the site.

Road Tract A (Entry Road) – primary access to Lee's Pool Subdivision from Jack Creek Road

Road Tract B (Loop Road) – access off Road Tract A for access to residential units in Condo Lots.

Road Tract C (Service Road) – secondary access from Lee's Pool Subdivision to Jack Creek Road.

***All roads have been reviewed by Chief Farhat with the Big Sky Fire Department and his suggested changes and requirements will be implemented as we continue to plan this subdivision.*

Condo Lot property will be HOA maintained and managed.

Commercial property, including the hotel, restaurant and spa, to be maintained and managed by the hotel owners and management.

Open Space property, including ski facilities, to be maintained and managed by the hotel owners and management.

Legal Description:

Tract A and Tract B on the Certificate of Survey in Book 7 of Surveys, Page 2474, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana.

Landowner:

MB MT Acquisition LLC
Moonlight Basin
66 Mountain Loop Rd
Big Sky, MT 59716
Phone: (406) 219-0830

Representative:

Kevin P. Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
kgermain@lonemountainland.com

Water Rights:

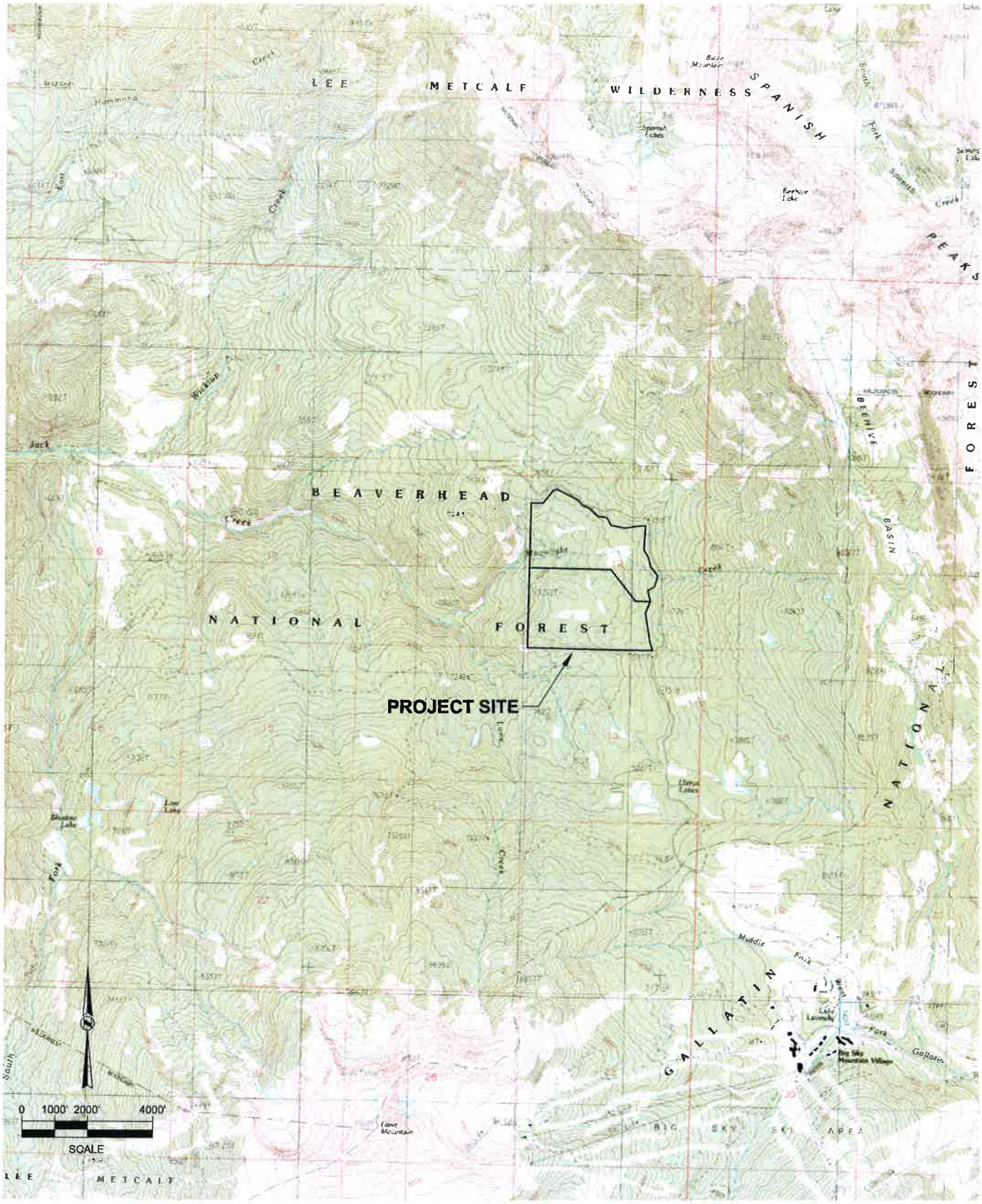
Moonlight Basin currently has sufficient water rights to provide domestic water supply to this subdivision. Water right 41F 30013630 (municipal) is owned by MT Moonlight Basin Water & Sewer LLC. The municipal water right includes Wells 4 and 5 which were connected over the summer. Wells 1-3 are covered under Water Right 41H 99524 00 and 41H 3005212. An additional Fish and Wildlife water right, 41F 96791 00, is in place for the ponds. A commercial groundwater right, 41F 30108967, is also in this vicinity for the Glamping activities.

Special Improvement Districts or Rural Improvement Districts:

Moonlight Basin is not currently part of a Special Improvement District or Rural Improvement District for this portion of the property.

Crucial Area Planning System (through Montana FWP) results:

Lee's Pool Subdivision was analyzed using the MT FWP Crucial Area Planning System (see attached map). The proposed subdivision falls within the Class 2 Habitat Ranking. Landowner is aware of this and will continue to work with professional wildlife and conservation consultants throughout the planning process.



MOONLIGHT BASIN

MADISON COUNTY, MONTANA

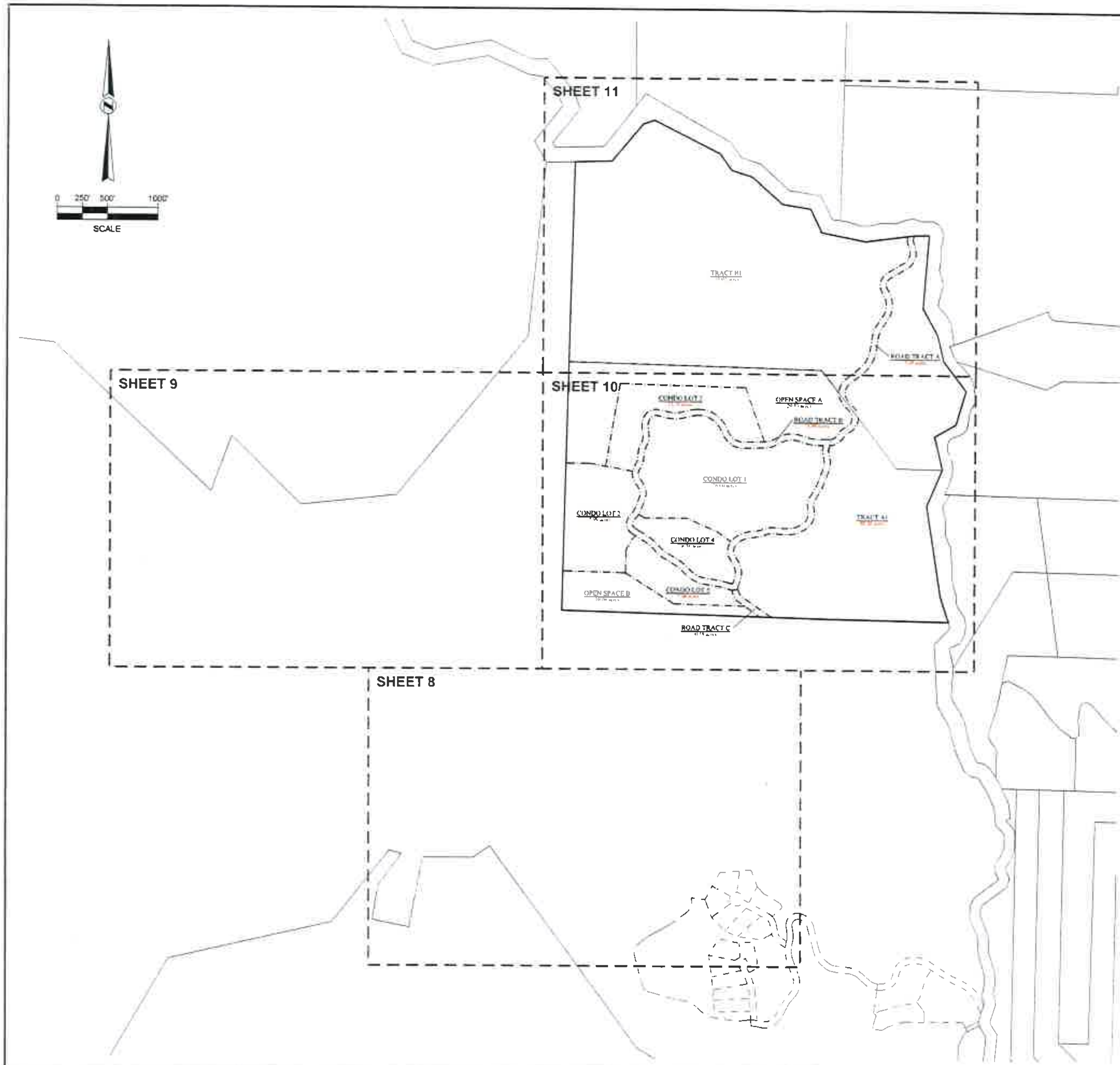
LEE'S POOL SUBDIVISION P.U.D.

PREAPPLICATION SUBMITTAL - USGS VICINITY MAP

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 12/10/18
PROJECT NO.: NA
DRAWING NAME: One & Only Preapp USGS.dwg
SHEET 1 OF 1

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
MOONLIGHT BASIN
O: (406) 219-0830

C:\DATA ITION\2018 Projects\BE 18-02 Onc & Only\CAD Projects\One & Only Preapplication\dwg\One & Only Preapp USGS 12/10/2018 9:27:17 AM, Beartooth Engineering, PLLC, EWB



LEE'S POOL SUBDIVISION P.U.D.

PREAPPLICATION EXHIBIT - PROPOSED SUBDIVISION SHEET INDEX

LEGAL DESCRIPTION:

TRACT A AND TRACT B ON THE CERTIFICATE OF SURVEY IN BOOK 7 OF SURVEYS, PAGE 2474, LOCATED IN SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 EAST, P.M.M., MADISON COUNTY, MONTANA.

PRELIMINARY

LEGEND

NEW	DESCRIPTION
	SUBDIVISION BOUNDARY
	PROPERTY LINE
	UTILITY EASEMENT LINE
	ACCESS EASEMENT LINE
	ROAD CENTERLINE
	ROAD CENTERLINE (FUTURE)
	EDGE OF ASPHALT
	EDGE OF GRAVEL
	SEWER MAIN - GRAVITY
	SEWER MAIN - GRAVITY (FUTURE)
	SEWER MAIN - FORCE
	SEWER SERVICE
	WATER MAIN
	WATER MAIN (FUTURE)
	FIRE HYDRANT
	WATER SERVICE
	SKI LIFT
	SKI RUN

NOTES:

1. THE AERIAL PHOTOGRAPH AND CONTOURS ARE FROM THE 2014 FLIGHT OF THE PROPERTY. THE CONTOUR INTERVAL SHOWN IS 10'.

2. THE WATERCOURSES SHOWN ARE FROM THE LONE MOUNTAIN USGS 7.5' QUADRANGLE MAP AND HAVE BEEN ADJUSTED TO REFLECT TOPOGRAPHICAL INACCURACIES.

3. PROPOSED UNDERGROUND ELECTRIC AND COMMUNICATION UTILITIES ARE AT THE PLANNING STAGE AND ARE NOT SHOWN. NECESSARY UTILITY EASEMENTS WILL BE ADDED ON THE PRELIMINARY PLAT.

4. JACK CREEK ROAD AND ALL PROPOSED ROADS SHALL MEET THE STANDARDS OF THE MADISON COUNTY SUBDIVISION REGULATIONS. PROPOSED ROAD TRACTS AND A PORTION OF TRACT R-1 (JACK CREEK ROAD) WILL ALSO BE DEDICATED AS PUBLIC ACCESS EASEMENTS.

5. THE LOCATIONS OF ALL PROPOSED INFRASTRUCTURE AND IMPROVEMENTS SHOWN ARE PRELIMINARY.

6. THE RESIDENTIAL UNIT CONFIGURATION SHOWN ON THE SKETCH PLAN ON SHEET 10 IS CONCEPTUAL AND IS NOT INTENDED TO MATCH THE UNIT COUNTS IN THE AREA TABLE OR NARRATIVE.

AREA TABLE

PARCEL	UNITS	ACRES
CONDO LOT 1 (COMMERCIAL)	TBD	38.00
CONDO LOT 2 (MIXED USE)	8(R) & 1(C)	15.99
CONDO LOT 3 (RESIDENTIAL)	17	13.79
CONDO LOT 4 (RESIDENTIAL)	8	8.36
CONDO LOT 5 (RESIDENTIAL)	11	7.54
TRACT A1 (FUTURE RESIDENTIAL)	30	89.26
TRACT B1	1	133.02
OPEN SPACE A	-	29.93
OPEN SPACE B	-	10.06
ROAD TRACT A	-	3.45
ROAD TRACT B	-	8.88
ROAD TRACT C	-	0.58
TOTAL	74(R) & TBD(C)	356.89

NOTE: R = RESIDENTIAL AND C = COMMERCIAL

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P O BOX 160040
BIG SKY, MT 59716
O: (406) 219-0830

MOONLIGHT BASIN

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 12/18/18
PROJECT NO.: NA
DRAWING NAME: One & Only Preapp Sh 7-11.dwg

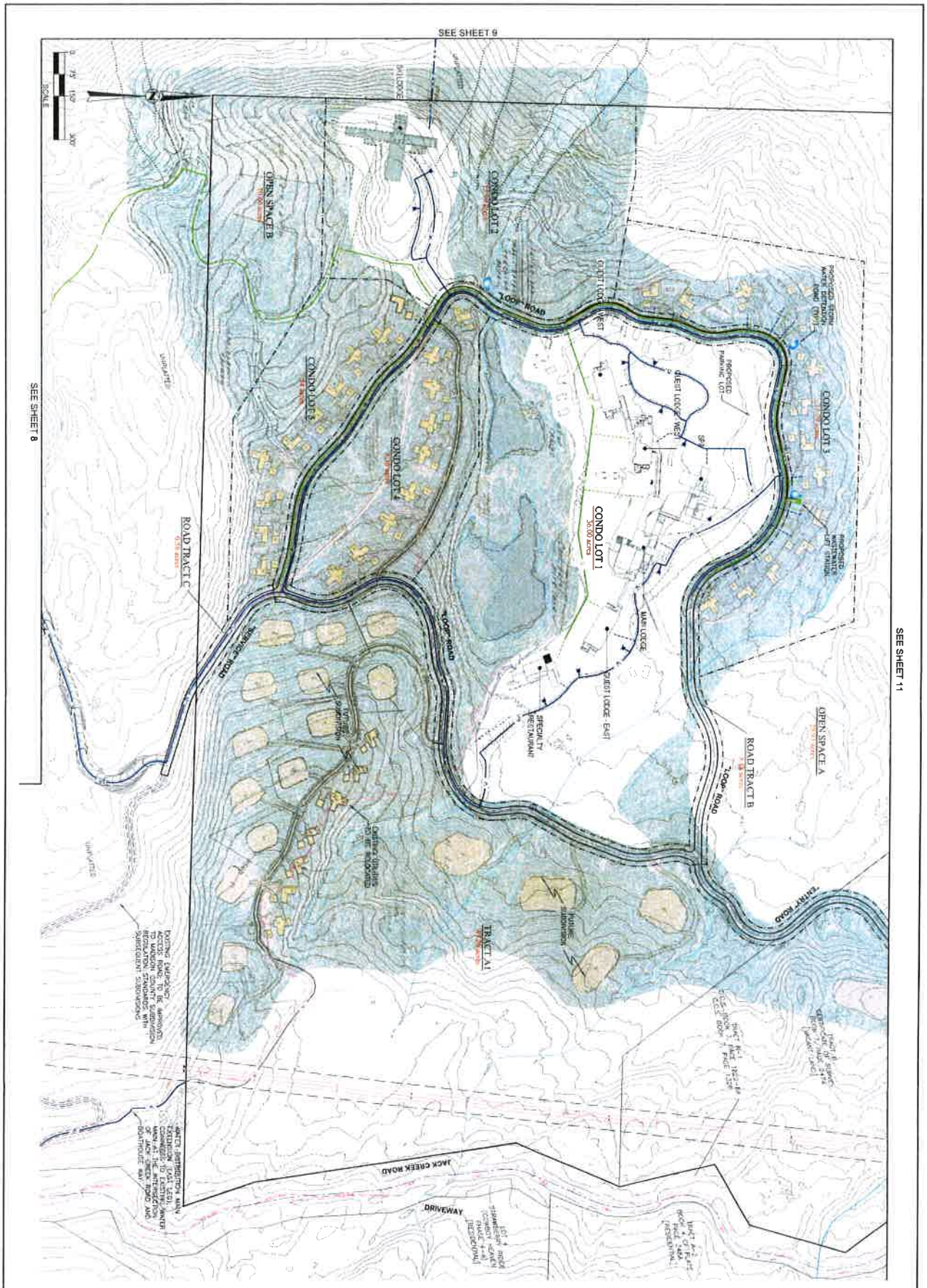
SHEET 7 OF 11

MOONLIGHT BASIN

MADISON COUNTY, MONTANA

LEE'S POOL SUBDIVISION P.U.D.
PREAPPLICATION EXHIBIT - SHEET INDEX

C:\DATA PARTITION 2018 Projects\BE 18-02 One & Only\CAD Projects\One & Only Preapplication\dwg\One & Only Preapp Sh 7-11.dwg, 12/18/2018 7:53:24 AM, Bearteeth Engineering, PLLC, EWB



MOONLIGHT BASIN MADISON COUNTY, MONTANA	DRAWN BY: EWB DESIGNED BY: NA DATE ISSUED: 11/27/18 PROJECT NO: NA DRAWING NAME: One & Only Preapp Sh 7-11.dwg SHEET 10 OF 11	LONE MOUNTAIN LAND COMPANY 25 TOWN CENTER AVENUE P.O. BOX 160040 BIG SKY, MT 59716 MOONLIGHT BASIN O: (406) 219-0830	This map has been created for planning purposes only. It shall only be used for illustrative and conceptual purposes and what is represented on the map may change based on planning and development decisions. Unless otherwise noted it is not a survey or recorded plat and is not intended to convey actual acreage, delineated wetlands, geotechnical results, property lines or the actual surveyed location of any information that may be indicated on the map. By accepting this map, the recipient acknowledges that the information portrayed on the map is for illustrative purposes only and may not accurately portray what currently exists on the site, what is to be developed and/or what is or could or not be able to be Madison County Clerk and Recorder or Madison County Planning Department. This map shall not be used as a substitute for the recipient's own independent due diligence regarding the property. MBV LLC Acquisition LLC, and its affiliated or parent companies, subsidiaries, officers, directors, managers, employees and agents assume no responsibility for, and make no representations regarding, the accuracy of the information portrayed on this map.

MOONLIGHT BASIN

MADISON COUNTY, MONTANA

LEE'S POOL SUBDIVISION P.U.D.

PREAPPLICATION EXHIBIT - PROPOSED SUBDIVISION

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 11/27/18
PROJECT NO: NA
DRAWING NAME: One & Only Preapp Sh 7-11.dwg
SHEET
10 OF 11

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716

MOONLIGHT BASIN

O: (406) 219-0830

This map has been created for planning purposes only. It shall only be used for illustrative and conceptual purposes and what is represented on the map may change based on planning and development decisions. Unless otherwise noted it is not a survey or recorded plat and is not intended to convey actual acreage, delineated wetlands, geotechnical results, property lines or the actual surveyed location of any information that may be indicated on the map. By accepting this map, the recipient acknowledges that the information portrayed on the map is for illustrative purposes only and may not accurately portray what currently exists on the site, what is to be developed and/or what is or could or not be able to be Madison County Clerk and Recorder or Madison County Planning Department. This map shall not be used as a substitute for the recipient's own independent due diligence regarding the property. MBV LLC Acquisition LLC, and its affiliated or parent companies, subsidiaries, officers, directors, managers, employees and agents assume no responsibility for, and make no representations regarding, the accuracy of the information portrayed on this map.

January 9, 2019

Region 3
1400 S 19th Ave
Bozeman, MT 59718
(406) 994-4042

Lone Mountain Land Co.
Attn: Kevin Germain
PO Box 160040
Big Sky, MT 59716

RE: Moonlight Basin Proposed Subdivision – Lee's Pool Subdivision, P.U.D.

Dear Mr. Germain:

Thank you for the opportunity to comment on the Moonlight Basin Proposed subdivision – Lee's Pool Subdivision. Our principal concerns for impacts to fish currently are generic to this type of development and its potential to harm local waterways. In general, you should plan to avoid any activity (road building and associated infrastructure, house construction, utility placement) near surface waters that might destabilize existing channel configurations. You will want to avoid disturbing riparian or wetland vegetation.

Montana Fish, Wildlife & Parks has developed recommended standards for development near water bodies. For rivers we recommend 250 feet of vegetated buffer and an additional 50 ft of building setback. For perennial streams we recommend 150 feet of vegetated buffer plus 50 additional feet of building setback. For any other water body, we recommend 100 feet of vegetated buffer and 30 feet of additional building setback (Fish and Wildlife Recommendations for Subdivision Development in Montana 2012)

Additionally, you will want to avoid situations that might deliver pollutants to surface waters as can happen for example when paved surfaces concentrate oil or other petroleum products that can be washed into channels by rain or snowmelt. Drainage within the subdivision is a critical consideration to avoid increasing sediment or other contaminants that might be delivered to local waterways.

Our other main concern is to prevent localized stream disturbances during construction. We anticipate that your construction plans will include actions to reduce or mitigate sediment delivery, and to prevent discharges of petroleum products or other harmful substances into nearby ditches, or to lands capable of delivering these substances to nearby waterways. An important project goal should be to ensure that the completed subdivision poses no direct or persistent environmental threat to the local watershed.

Thank you for the opportunity to comment.

Sincerely,

/s/ *Dave Moser* /s/ *Julie Cunningham* /s/ *Claire Gower*

Dave Moser	Julie Cunningham	Claire Gower
Fisheries Biologist	Wildlife Biologist	Non-Game Biologist

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix H

Library and BSFD Public Notice Letter

LONE MOUNTAIN
LAND COMPANY

December 10, 2019

Madison Valley Public Library
Ennis, MT 59729

Big Sky Fire Department
Big Sky, MT 59716

Re: *Moonlight Basin Proposed Subdivision - Lee's Pool Subdivision, Planned Unit Development*
Legal Description of Site: Tract A1 of Certificate of Survey No. 2508, located in Section 12, Township 6 South, Range 2 East, P.M.M., Madison County, Montana

To Whom It May Concern:

Moonlight Basin has submitted its Preliminary Plat Application Lee's Pool Subdivision PUD, with the Madison County Planning Board. Please place this Application binder for public review. This Application will be reviewed by the Madison County Planning Board on January 27, 2020.

Please contact us with any questions, comments, or suggestions you may have, within the next 30 days at the following address:

Kevin Germain
Lone Mountain Land Co.
P.O. Box 160040
Big Sky, MT 59716
Phone: (406) 580-6986
Email: kgermain@lonemountainland.com

Best Regards,

Kevin P. Germain,
Lone Mountain Land Company

KPG:jf
Enclosure

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix I

Dedication of Public Access Easement

After recording, return to:

DEDICATION OF PUBLIC ACCESS EASEMENT

This Dedication of Public Access Easement (the "**Easement**") is made and entered into this ___ day of _____, 20___, by and between **MB MT Acquisition LLC**, a Delaware limited liability company, with a mailing address of P.O. Box 160040, Big Sky, Montana 59716 ("**Grantor**"), and **Madison County**, with a mailing address of P.O. Box 278, Virginia City, Montana 59755 ("**Grantee**"), for the benefit and enjoyment of the public in perpetuity.

WHEREAS, Grantor is the owner of certain real property located in Madison County, Montana which is commonly known as Jack Creek Road and is more particularly described as follows (the "**Property**"):

> Tract R of Certificate of Survey in Book 7 of Surveys, Page 1328, and as amended and designated as Tract R-1 of Certificate of Survey in Book 7 of Surveys, Page 1822-BA, records of Madison County, Montana [**Deed Reference:** Document No. 152839 recorded on October 1, 2013 in the office of the Clerk and Recorder of Madison County, Montana].

WHEREAS, Grantor desires to provide public access over and across the existing road currently located on a portion of the Property, as such road may be relocated in the future in accordance herewith, located in the Northeast and Southeast Quarters of Section 12, Township 6 South, Range 3 East, P.M.M., Madison County, Montana, as more particularly set forth in this Easement, in order to provide access to property which Grantor currently intends to develop in the vicinity of the New Easement Corridor (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant and Dedication of Easement.** Subject to the terms and conditions contained herein, Grantor hereby grants to Grantee, for the benefit of the public, and the public shall have, a perpetual, non-exclusive easement over and across that portion of the existing road located on that portion of the Property shown and described in more detail on **Exhibit A** attached hereto and

incorporated herein (the "**New Easement Corridor**"). For the avoidance of doubt, no rights are granted by this Easement with respect to any portions of the Property or Jack Creek Road other than the road within the New Easement Corridor.

2. **Grantor's Retained Rights.** All easement rights dedicated by Grantor shall be subservient to Grantor's rights as owner of the Property and New Easement Corridor and shall be subject to existing documents of record. Without limiting the foregoing, Grantor retains the right to, without notice to or consent or approval from Grantee or any other person, (i) relocate, reconstruct, maintain, and repair the road currently located within the New Easement Corridor, (ii) include the New Easement Corridor in a rural improvement district, special improvement district, or other district, (iii) subject the New Easement Corridor to speed limits and other rules, regulations and policies for the reasonable use of the New Easement Corridor and road located thereon, including but not limited to those relating to parking, height, weight, size and other vehicle and use regulations, and to enforce such rules, regulations and policies by fines, towing, and other reasonable means, or (iv) grant additional easements, access and other use rights with respect to the New Easement Corridor so long as such activities do not materially interfere with the public's rights under this Easement. Grantor further reserves the right to sell, donate, and transfer all or any portion of the Property and/or the New Easement Corridor to another owner and to grant lien and other rights to third parties with respect to the Property and/or the New Easement Corridor.

3. **Extent of Easement Rights.** The public's easement and use rights are limited to the surface of the existing road within the New Easement Corridor, as it may be relocated or reconstructed from time to time, and do not include any subsurface rights or any other rights not associated with ingress and egress and are subject to the Grantor's retained rights in Paragraphs 2 and 4 herein and to the other provisions of this Easement.

4. **Modifications.** Grantor reserves the right to amend, modify, or supplement this Easement, including but not limited to, the modification of the location of the road or addition of other property or roads, at any time by a written instrument signed by Grantor and recorded in the office of the Clerk and Recorder of Madison County, Montana with the written consent of Madison County; provided that the written consent of Madison County shall not be required for any relocation of the New Easement Corridor or the roads located therein consistent with this Easement.

5. **Miscellaneous.** This of Easement shall be governed by the laws of the State of Montana, and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Easement may be executed in counterparts, and all such counterparts taken together shall constitute one and the same agreement. This Easement shall be recorded in the office of the Clerk and Recorder of Madison County, Montana.

[*Remainder of page intentionally left blank*]

DRAFT

IN WITNESS WHEREOF, Grantor and Grantee have executed this Dedication of Public Access Easement as of the date first written above.

GRANTOR:

MB MT Acquisition LLC

By: _____
Name: Matthew E. Kidd
Title: Managing Director

STATE OF MONTANA)
:ss
COUNTY OF_____)

This instrument was acknowledged before me on _____, 20___, by Matthew E. Kidd, as Managing Director of MB MT Acquisition LLC.

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

_____[signature]
Notary Public for the State of _____
(S E A L) _____
(Printed Name)
Residing at:_____, _____
(City) (State)
My commission expires:_____, 20___
(Month/Day/Year)

DRAFT

Madison County hereby accepts, on behalf of the public, the public access easement over and across the road located within the New Easement Corridor as described and depicted on Exhibit A, attached hereto, for public use, but Madison County has no responsibility for improving or maintaining such road.

GRANTEE:

Madison County, State of Montana
Board of Madison County Commissioners

By: _____
Name:
Title:

[CF Note: Madison County to confirm/modify signature and notary blocks.]

STATE OF MONTANA)
:ss
COUNTY OF_____)

This instrument was acknowledged before me on _____, 20___, by _____, as _____ of the Board of Madison County Commissioners, Madison County, State of Montana.

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

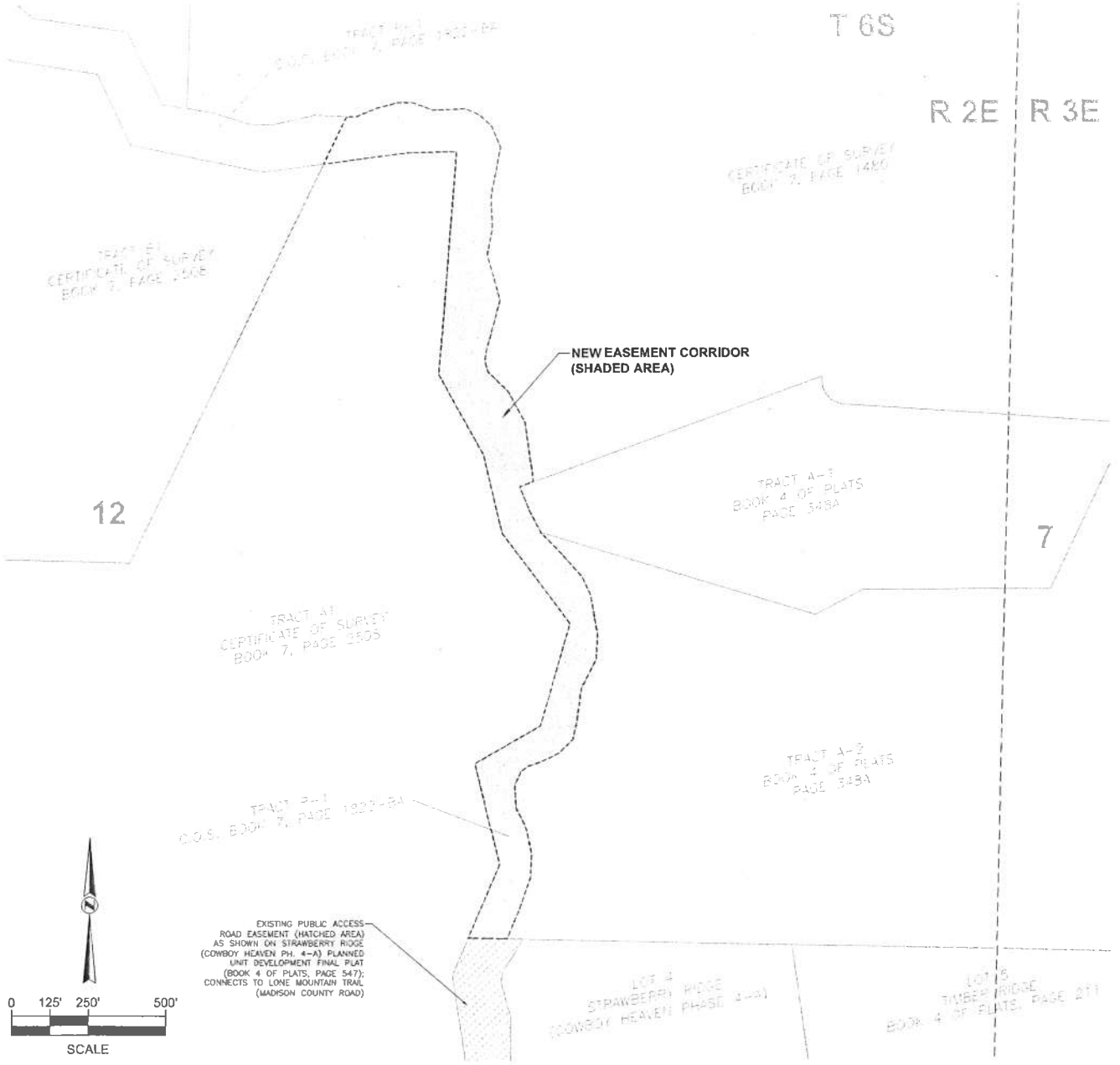
_____[signature]
Notary Public for the State of _____
(S E A L)
_____
(Printed Name)
Residing at:_____, _____
(City) (State)
My commission expires:_____, 20___
(Month/Day/Year)

DRAFT

EXHIBIT A

PUBLIC ACCESS EASEMENT

ACROSS TRACT R-1 ON THE CERTIFICATE OF SURVEYS IN BOOK 7, PAGES 1328 AND 1822-BA, LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 EAST, P.M.M., MADISON COUNTY, MONTANA



MOONLIGHT BASIN MADISON COUNTY, MONTANA	DRAWN BY: BE DESIGNED BY: NA DATE ISSUED: 5/16/19 PROJECT NO.: NA DRAWING NAME: LP Jack Creek Road Ease Exhibit.dwg SHEET 1 OF 1	LONE MOUNTAIN LAND COMPANY 25 TOWN CENTER AVENUE P.O. BOX 160040 BIG SKY, MT 59716 MOONLIGHT BASIN O: (406) 219-0830
JACK CREEK ROAD PUBLIC ACCESS EASEMENT - EXHIBIT A		

D:\2018 Projects\BE 18-02 Onc & Only\CAD Projects\Lee's Pool Prelim Plat\dwg\LP Jack Creek Road Ease Exhibit.dwg, 5/16/2019 11:21:00 AM, Beartooth Engineering

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix J

MDEQ Submittal Cover Letter
(full 259-page submittal can be provided upon request)

234 East Babcock Street
Suite 3
Bozeman, MT 59715

406.586.0277
tdhengineering.com

5/23/2019

Montana DEQ
Attn: James Kujawa, PE
PO Box 200901
Helena, MT 59620-0901

RE: LEE'S POOL SUBDIVISION P.U.D.
MOONLIGHT BASIN, BIG SKY, MONTANA
TD&H ENGINEERING JOB NO. B16-114-023

Dear Mr. Kujawa,

Please find attached our application and application fee (Check #3173) for Moonlight Basin – Lee's Pool Subdivision P.U.D. in Big Sky, Montana. The attached application binder contains subdivision application, subdivision checklist, design reports, plans sheets, and supporting documentation. One set of plans have been included in the binder while two sets are attached. Technical specifications for the project include the Montana Public Works Standard Specifications and are included by reference on the plans.

Please feel free to contact me with any questions you may have during the review of this subdivision.

Sincerely,

Alex Edwards, *PE*
Civil Engineer
TD&H ENGINEERING

234 East Babcock Street
Suite 3
Bozeman, MT 59715

406.586.0277
tdhengineering.com

LETTER OF TRANSMITTAL

To:	MT DEQ Permitting and Compliance Division	**Date:**	05.23.19
	Community Services Bureau, Metcalf Building	**TD&H Job No.:**	B16-114-023
	P.O. Box 200901	Lee's Pool Subdivision P.U.D.	
	Helena, MT 59620-0901	Subdivision Application	

We are sending you ☒ Attached ☐ Under separate cover via ____ the following items:

☐ Shop Drawings ☐ Disks ☐ Plans ☐ Samples

☐ Copy of Letter ☐ Change Order ☐ Specifications ☐ Files

COPIES	DATE	DESCRIPTION
1	05.14.19	Moonlight Basin – Lee's Pool Subdivision PUD Application

These are transmitted as checked below:

☒ For approval ☐ No exception taken ☐ Resubmit _____copies for approval

☐ For your use ☐ Make corrections noted ☐ Submit _____ copies for distribution

☐ As requested ☐ For review and comment ☐ Return _____ corrected prints

REMARKS:

cc:			**TD&H ENGINEERING**
		Signed:	
			Alex Edwards, PE

234 East Babcock Street
Suite 3
Bozeman, MT 59715

406.586.0277
tdhengineering.com

Moonlight Basin
BIG SKY, MONTANA

LEE'S POOL SUBDIVISION PUD

MDEQ/LOCAL GOVERNMENT JOINT APPLICATION

CLIENT

MB MT Acquisition LLC
PO Box 160040
Big Sky, MT 59716

ENGINEER

TD&H Engineering
234 East Babcock Street, Suite 3
Bozeman, MT 59715
Engineer: Kyle Scarr, PE

JOB NO. B16-114-023

MAY 2019

LEE'S POOL SUBDIVISION PUD
ENGINEERING DESIGN REPORT

0.0 PURPOSE AND BACKGROUND

The purpose of this report is to explain how water, sanitary sewer, and storm sewer facilities will be designed to meet Montana Department of Environmental Quality (DEQ) requirements, Montana Public Works Standard Specifications (MPWSS), and provide service to the Lee's Pool Subdivision. The report provides information on the detailed design of the above mentioned infrastructure.

Lee's Pool is located in the Moonlight Basin area of Big Sky, Montana in Madison County. The project is bounded by Jack Creek Road to the north and east, and the Lee's Pool ponds are located central to the proposed development. It is located in the southwest quarter of section 13, Township 6 south, Range 2 east, Madison County, Montana. At full buildout the development will consist of 61 residential units, 13 guest cabins, and 6 lodges on 5 condominium lots that vary from 7.58 to 35.61 acres. Access is provided by two streets connecting to Jack Creek Road to the northeast and to an existing gravel access road to the southeast. The improvements include construction of water mains, sewer mains, streets, and stormwater management facilities. The boundary and overall infrastructure plan of Lee's Pool can be seen on the Preliminary Plat and Lot Layout included in Appendix A. The site slopes downhill at a 10 percent slope to the northwest and soils primarily consist of MacFarlane stony sandy loams. NRCS web soil survey information is included in Appendix A.

1.1 WATER SYSTEM DESIGN REPORT

The proposed water system will tie into the existing Moonlight Basin Water & Sewer (MBW&S) system in two locations. The tie ins will be made on existing 8-inch main extensions in the south portion of the subdivision property. The subdivision's water system will be looped with this phase to boost pressure in the system and account for required fire flows. Fire demand for individual units will be provided by hydrants built in future phases spaced at 200-foot to 500-foot intervals.

All new water mains will be 8-inch diameter, C900, DR14, class 305, PVC pipe. Hydrant leads will be 6-inch pipe of the same material. Condo Lots 1-4 are provided with mainline tees for future connection to the system. Individual services will be extended to the property line in Condo Lot 5. Services are 1.5 inch SDR-7 PE pipe. Water meters will be sized based on the number of fixture units estimated for each lot according to the Uniform Plumbing Code.

1.1.1 GENERAL INFORMATION

EXISTING FACILITIES

There is currently no infrastructure of any classification in place for the Lee's Pool development. Potable water will be sourced from the MBW&S water system.

AREA SERVED

Lee's Pool is a planned unit development comprised of a resort and residences, specifically a main lodge, three guest lodges, a health spa and fitness center, a ski lodge, a restaurant, a

commissary, and single-family residential units. Proposed densities for residential and guestroom structures are outlined in Appendix B.

1.1.2 EXTENT OF PROPOSED WATER SYSTEM

CHARACTERISTICS OF SERVICE AREA

Located roughly 7 miles from the Big Sky Meadow Village, the Lee's Pool project is being developed near the MBW&S system that will provide water and sewage services. The location is currently undeveloped. The main lodge, three guest lodges, health spa and fitness center, ski lodge, and restaurant will serve as the primary consumers of supplied water, as well as the source of most sewage.

PROVISIONS FOR EXPANDING FACILITIES

The proposed water main infrastructure will serve the current phase and future developments within Lee's Pool Subdivision. The demands for Lee's Pool have been developed in subsequent sections of this report to quantify flow and confirm the adequacy of system capacity.

APPRAISAL OF FUTURE REQUIREMENTS

Future growth beyond Lee's Pool is summarized in the Moonlight Basin Overall Development Plan (ODP) and will be analyzed in subsequent reports as growth occurs. Madison Overlook 2 residences and workforce housing units (commissary) are connected to the water main supply and are included in demand calculations. Demands for these developments are included in Appendix B as "Offsite Development" as they are outside the boundaries of the Lee's Pool Subdivision.

1.1.3 ALTERNATE PLANS

Based on the relative proximity to the MBW&S water system and the ability for the system to reasonably service Lee's Pool, alternatives such as a separately operated system were not considered financially feasible or appropriate.

1.1.4 SITE CONDITIONS AND CHARACTERIZATION

The area surrounding the Lee's Pool Development is characterized by coniferous forests. The development is located at an elevation relatively 7,360 feet above sea level in mountainous terrain. In general, the surrounding areas decrease in elevation towards the southwest of the development, with topography outlined in the PUD application included in Appendix A. Soil information was available through the Natural Resources Conservation Service (NRCS) and is included in Appendix A of the design report. The primary soil is a MacFarlane stony sandy loam, with 15-45% slopes. The majority of the remaining area is gravelly colluvium or alluvium material, with some intermingled loams. The area is primarily forest used for recreation and tourism.

1.1.5 WATER USE DATA

PROPOSED CONSUMPTION

Water demand sizing criteria was established for Lee's Pool using data provided by MBW&S. The data suggests demand flow rates for the seasonal use of the resort and residences and the luxury retail and commercial land use of the non-guestroom areas, along with irrigation estimates and the specified volumetric flow for fire suppression. Historical flows indicate that the suggested demands are conservative. They are as follows:

- Per Capita Demand – 100 gpcd
- Retail Demand – 5.2 gal/sf-year
- Per Patron Restaurant Demand –10 gpd
- Per Patron Bar Demand – 2 gpd
- Per Patron Laundry Demand – 50 gpd
- Fire Flow – 1,500 gpm

Estimated irrigation usage is based on square foot of area. Area data can be found in Appendix B. Proposed design flows are estimated based on the current project programing. Some reasonable variations to the proposed program may occur as design and development of individual condo lots progress. To accommodate potential growth in future phases, a factor of safety of 1.5 has been included in our design.

PHASING

The development will be constructed in phases. Water demands are summarized in Table A by lot/tract description matching the plat. Tables showing a more detailed breakdown of each lot/tract's anticipated water demand are provided in Appendix B of the design report.

TABLE A: WATER DEMANDS

Description	*Demand (gpm)
Condo Lot 1	53.25
Condo Lot 2	9.42
Condo Lot 3	14.53
Condo Lot 4	7.95
Condo Lot 5	9.65
Tract A1	21.41
Offsite Development	60.94
Fire Flow	1,500
Total	**1,677**

* Factor of Safety of 1.5 applied

The estimated maximum daily demand (summarized in Table A) was calculated by applying the design parameters listed above to the applicable densities outlined in detail in Appendix C. Fire suppression also factors into maximum day demand and is therefore included in estimates. A sample calculation is provided, with results, presented in gallons per day (gpd) and gallons per minute (gpm).

- Maximum Daily Demand, Residential & Guestroom Areas, Condo Lot 1: The projected population served by facilities located in Condo Lot 1 for overnight guests and residents is 215 people. The maximum daily per capita flow used for sizing the water main extension is 100 gpcd.

$$Max\ Day = 100\ \frac{gallons}{day \cdot person} \times 215\ persons = 21{,}500\ \frac{gallons}{day}$$

or

$$21{,}500\ \frac{gallons}{day} \times \frac{1\ day}{24\ hours} \times \frac{1\ hour}{60\ minutes} = 14.93\ \frac{gallons}{minute}$$

- Guestroom Laundry Demand, Condo Lot 1: Per patron demand to account for laundry facilities is 50 gpd per patron. Condo Lot 1has a capacity to handle 215 overnight guests.

$$50\ \frac{gallons}{day \cdot person} \times 215\ persons = 10{,}750\ \frac{gallons}{day}$$

or

$$10{,}750\ \frac{gallons}{day} \times \frac{1\ day}{24\ hours} \times \frac{1\ hour}{60\ minutes} = 7.47\ \frac{gallons}{minute}$$

- Restaurant & Bar Demand, Condo Lot 1: Per patron demand to account for restaurant and bar facilities is 10 gpd per patron (or seat) and 2 gpd per patron, respectively. Condo Lot 1 has a capacity to accommodate 420 dining guests and 87 bar guests.

$$\left(10\ \frac{gallons}{day \cdot patron} \times 420\ patrons\right) + \left(2\ \frac{gallons}{day \cdot patron} \times 87\ patrons\right) = 4{,}374\ \frac{gallons}{day}$$

or

$$4{,}374\ \frac{gallons}{day} \times \frac{1\ day}{24\ hours} \times \frac{1\ hour}{60\ minutes} = 3.04\ \frac{gallons}{minute}$$

- Maximum Daily Demand, Retail & Non-Guestroom Areas, Condo Lot 1: The projected total square footage for retail & non-guestroom area facilities located in Condo Lot 1 is 66,875 square feet with design maximum annual flow projected at 5.2 gallons per square foot per year.

$$Max\ Day = 66{,}875\ ft^2 \times\ 5.2\ \frac{gallons}{year \cdot ft^2} \times \frac{1\ year}{365\ days} = 952.74\ \frac{gallons}{day}$$

or

$$952.74\ \frac{gallons}{day} \times \frac{1\ day}{24\ hours} \times \frac{1\ hour}{60\ minutes} = 0.66\ \frac{gallons}{minute}$$

- Irrigation demand for Condo Lot 1 is summarized in Appendix C, totaling 9.33 gpm.

The subtotal for Condo Lot 1 is 35.48 gpm, upon which a factor of safety of 1.5 is applied. Therefore, the maximum day demand for Condo Lot 1 is ***53.25 gpm***.

1.1.6 FLOW REQUIREMENTS

HYDRAULIC ANALYSES AND FIRE PROTECTION

The water distribution system was modeled using Bentley's WaterCAD software. The model was calibrated by simulating two pressure nodes using four fire hydrant flow tests on the existing system near the east and west tie in locations.

A new pressure reducing valve (PRV) is proposed on the southeast end of Lee's Pool in Tract A1.

A minimum flow of 1,943 gpm is available with a system minimum residual pressure of 20 psi while maintaining maximum pipe velocities below 20 feet per second under the maximum day plus fire flow scenario. Water modeling and calculations are included in Appendix B.

1.1.7 SOURCES OF WATER SUPPLY

The existing water distribution system is supplied by five wells (PW 1 - 5) which are located within Section 24, Township 6 south, Range 2 east, Madison County, and have MT Ground Water Information Center (GWIC) ID's 155020, 160143, 214006, 230807, and 23080. PW-6 (ID 279080) is currently off-line.

Table B summarizes the total source water supply available to the system. The MBW&S has agreed to serve the water demands of the development as noted in their Will Serve letter. A certification letter has been included in Appendix C of the Subdivision Application.

TABLE B: MBW&S WATER SUPPLY SUMMARY

Source	Yield (gpm/gpd)	Yield (gpm/gpd) (Current)
PW-1	45 / 64,800	45 / 64,800
PW-2	85 / 122,400	85 / 122,400
PW-3	130 / 187,200	Excluded
PW-4	66 / 95,040	66 / 95,040
PW-5	100 / 144,000	100 / 144,000
PW-6	100 / 144,000	Excluded
Total	**526 / 757,440**	**426 / 613,440**

1.1.8 PROPOSED TREATMENT PROCESSES

The MBW&S has agreed to serve the water demands of the development as noted in their Will Serve letter.

1.1.9 SEWAGE SYSTEM AVAILABLE

The existing wastewater collection system consists of approximately 8.0 miles of gravity piping and includes associated manholes and cleanouts. Wastewater is also collected from septic tank effluent gravity (STEG) systems and septic tank effluent pump (STEP) systems as well from a central, large-scale lift station. Some facility and service lines are located within the Moonlight Basin Development. Wastewater is treated through extended aeration in an existing oxidation ditch treatment facility. The hydraulic capacity of the plant is 130,000 gpd.

According to a source water delineation and assessment report that was produced for the Moonlight Basin Ranch March 16, 2005, the confined nature of the aquifer and the down-gradient location of these contaminant sources means the susceptibility to the water system is low. Sewer main extensions proposed for Lee's Pool are not in close proximity to the proposed water main improvements, and as such the risk of contamination caused by new utility infrastructure is negligible.

1.1.10 WASTE DISPOSAL

Effluent from the existing facility is stored in a reservoir during the winter months and disposed of through land application (spray irrigation) during the summer months. The treatment facility and disposal conditions were approved with EQ #02-02107. Effluent discharge from the new plant will go through the same process described above, and ultimately used to irrigate the golf course.

1.1.11 AUTOMATION

Automation equipment is not proposed for new water main infrastructure.

1.1.12 PROJECT SITES

The proposed alignments for the water main infrastructure were selected based on existing terrain and ground cover conditions. CAD software was utilized to determine pipe layout at feasible locations. Water CAD software was utilized to determine PRV locations based on iterative analysis of system pressures.

1.1.13 FINANCING

Costs to construct the water and sewer main extensions will be borne by the developer.

1.1.14 FUTURE EXTENSIONS

Offsite demands have been included in the capacity analysis. The proposed water main improvements account for future development to the greatest extent practicable based on information that is currently available. The developments at Lee's Pool will tie in to the infrastructure proposed by this report.

2.1 SEWER SYSTEM DESIGN REPORT

2.1.1 PURPOSE & BACKGROUND

The purpose of this report is to evaluate design capacity and flows of the proposed sewer main improvements for Lee's Pool Subdivision Planned Unit Development (PUD) hereafter referred to as Lee's Pool at Moonlight Basin in Big Sky, Montana (Madison County). The proposed sewer main that will serve Lee's Pool is located in Sections 12 and 14, Township 6 South, Range 2 East, Madison County, Montana.

The proposed sewer main improvements will connect to the existing Moonlight Basin Water and Sewer (MBW&S) public wastewater treatment facility. Sewer infrastructure, demand flows, and design capacity is discussed in detail below. Lee's Pool is a master plan development and is included in the Moonlight Basin Overall Development Plan (ODP) approved by Madison County. Lee's Pool Subdivision PUD has received pre-application approval from Madison County. Lee's Pool is composed of five condo lots, two open space parcels, two road tracts, and two tracts reserved for future subdivision. The proposed sewer main improvements will serve Lee's Pool. The Moonlight ODP and pre-application approval has been included in Appendix D of the Subdivision Application.

Lee's Pool will be comprised of resort lodging and residences. Condo Lot 1 is located in the center of Lee's Pool. It will contain four guest lodges, a Spa, a Specialty Restaurant, and several guest cabins. A ski lodge is proposed to be built on Condo lot 2 which is located on the far southwest portion of the Subdivision. Condo Lots 3 - 5 are reserved for 3 and 4 bedroom residences known as the "Branded Residences". These will be located immediately north and south of Condo Lot 1. A second group of residences referred to as "Hillside Residences" will be built on Tract A1 and will be included in a future subdivision application. Currently no development is proposed on Tract B1. Offsite developments that will contribute flow to the proposed main improvements include a commissary site to provide Lee's Pool workforce housing and amenities, and the second phase of the Madison Overlook Subdivision. Open Space A and B is proposed to maintain open recreational area within the development.

2.1.2 DESIGN CAPACITY & DESIGN FLOW

SERVICE POPULATION

Table A summarizes the estimated demand for each lot associated with Lee's Pool. A detailed breakdown of each lot, indicating anticipated residential, laundry, retail, and restaurant/bar areas and flows is included in Appendix C. Design flows presented in this report are estimated based on the current project programing. Some reasonable variations to the proposed program may occur as design and development of individual condo lots progress. To accommodate potential growth in future phases, a factor of safety of 1.5 has been included in our design.

FLOW DEVELOPMENT

Sewer flow sizing criteria were established for the sewer main improvements using data provided by MBW&S. The data suggests demand flow rates for the seasonal use of the resort

and residences and the luxury retail and commercial land use of the non-guestroom areas. Historical flows indicate that the suggested demands are conservative. They are as follows:

- Per Capita Demand – 100 gpcd
- Retail Demand – 5.2 gal/sf-year
- Per Patron Restaurant Demand –10 gpd
- Per Patron Bar Demand – 2 gpd
- Per Patron Laundry Demand – 50 gpd

TABLE A: MAXIMUM DAY SEWER FLOW

Description	*Flow (gpm)
Condo Lot 1	39.25
Condo Lot 2	6.34
Condo Lot 3	12.50
Condo Lot 4	6.88
Condo Lot 5	8.33
Tract A1	18.54
Offsite Development	55.91
Total	**148**

* Factor of Safety of 1.5 applied.

The estimated maximum daily flow (summarized in Table A) was calculated by applying the design parameters listed above to the applicable densities outlined in detail in Appendix C. A sample calculation is provided, with results, presented in gallons per day (gpd) and gallons per minute (gpm).

- Maximum Daily Flow, Residential & Guestroom Areas, Condo Lot 1: The projected population served by facilities located in Condo Lot 1 for overnight guests and residents is 215 people. The maximum daily per capita flow used for sizing the sewer main is 100 gpcd.

$$Max\ Day = 100\frac{gallons}{day \cdot person} \times 215\ persons = 21{,}500\frac{gallons}{day}$$

or

$$21{,}500\frac{gallons}{day} \times \frac{1\ day}{24\ hours} \times \frac{1\ hour}{60\ minutes} = 14.93\frac{gallons}{minute}$$

- Guestroom Laundry Flow, Condo Lot 1: Per patron demand to account for laundry facilities is 50 gpd per patron. Condo Lot 1 has a capacity to handle 215 overnight guests.

$$50\frac{gallons}{day \cdot person} \times 215\ persons = 10{,}750\frac{gallons}{day}$$

or

$$10{,}750\frac{gallons}{day} \times \frac{1\ day}{24\ hours} \times \frac{1\ hour}{60\ minutes} = 7.47\frac{gallons}{minute}$$

- Restaurant & Bar Flow, Condo Lot 1: Per patron demand to account for restaurant and bar facilities is 10 gpd per patron (or seat) and 2 gpd per patron, respectively. Condo Lot 1 has a capacity to accommodate 420 dining guests and 87 bar guests.

$$\left(10\frac{gallons}{day \cdot patron} \times 420\ patrons\right) + \left(2\frac{gallons}{day \cdot patron} \times 87\ patrons\right) = 4{,}374\frac{gallons}{day}$$

or

$$4{,}374\frac{gallons}{day} \times \frac{1\ day}{24\ hours} \times \frac{1\ hour}{60\ minutes} = 3.04\frac{gallons}{minute}$$

- Maximum Daily Flow, Retail & Non-Guestroom Areas, Condo Lot 1: The projected total square footage for retail & non-guestroom area facilities located in Condo Lot 1 is 66,875 square feet with design maximum annual flow projected at 5.2 gallons per square foot per year.

$$Max\ Day = 66{,}875\ ft^2 \times\ 5.2\frac{gallons}{year \cdot ft^2} \times \frac{1\ year}{365\ days} = 952.74\frac{gallons}{day}$$

or

$$952.74\frac{gallons}{day} \times \frac{1\ day}{24\ hours} \times \frac{1\ hour}{60\ minutes} = 0.66\ \frac{gallons}{minute}$$

The subtotal for Condo Lot 1 is 26.15 gpm, upon which a factor of safety of 1.5 is applied. Therefore, the maximum day flow for Condo Lot 1 is ***39.25 gpm***.

CAPACITY

Sewer main infrastructure will consist of 8-inch diameter SDR 35 PVC sewer main. An 8-inch gravity sewer main at the minimum allowable slope of 0.4 percent with a Manning's friction factor of 0.013 conveys up to *343 gpm* as demonstrated by the below calculation.

$$Q_{max} = A \times v = A \times \frac{1.486}{n} R^{2/3} S^{1/2}$$

Where $A = cross - sectional\ area\ of\ flow, ft^2$
$n = Manning's friction\ factor$
$R_h = hydraulic\ radius, ft$
$S = slope, ft/ft$

$$Q_{max} = \left[\frac{\pi}{4} \times \left(\frac{8in}{12\ ^{in}/_{ft}}\right)^2\right] \times \frac{1.486}{0.013} \times \left(\frac{8in}{12\ ^{in}/_{ft}} \times \frac{1}{4}\right)^{2/3} \times \left(0.004\ ^{ft}/_{ft}\right)^{1/2} \times \frac{7.48052gal}{1ft^3} \times \frac{60s}{1min}$$

$$Q_{max} = 343\ \frac{gallons}{minute}$$

The proposed sewer main infrastructure is adequately sized to handle the proposed wastewater flows.

2.1.3 DEPTH

A minimum burial depth of 5 feet is proposed for the sewer main. In locations where the minimum depth cannot be attained 4'x8' sheets of XPS Insulation at a minimum thickness of 4" shall be installed longitudinally over the pipe to protect against freezing. Two inches of additional insulation board shall be installed for every foot of deficient coverage as detailed in the Construction Drawings.

2.1.4 SLOPE BETWEEN MANHOLES

Uniform slopes are proposed for all sewer main pipe runs between manholes.

2.1.5 HIGH VELOCITY PROTECTION

The proposed sewer does not consist of any slopes greater than 20% or velocities higher than 15 feet per second. The maximum sewer system velocity calculation is included in Appendix C of the design report.

2.1.6 EXISTING WASTEWATER FACILITIES

The existing wastewater collection system consists of approximately 8.0 miles of gravity piping and includes associated manholes and cleanouts. Wastewater is also collected from septic tank effluent gravity (STEG) systems and septic tank effluent pump (STEP) systems as well from a central, large-scale lift station. Some facility and service lines are located within the Moonlight Basin Development. Wastewater is treated through extended aeration in an existing oxidation ditch treatment facility. The hydraulic capacity of the plant is 130,000 gpd.

A new wastewater treatment plant is currently under construction and is designed to handle a maximum day flow of 242,500 gallons per day upon full build out.

Effluent from the existing facility is stored in a reservoir during the winter months and disposed of through land application (spray irrigation) during the summer months. The treatment facility and disposal conditions were approved with EQ #02-02107. Effluent discharge from the new plant will be routed into an existing irrigation line for similar handling and used to irrigate the golf course.

2.1.7 PAVEMENT DESIGN AND CONSTRUCTION

The standard road section for Moonlight Basin will be used as provided by the Moonlight Basin Engineer.

3.1 HYDROLOGY DESIGN REPORT

3.1.1 DESIGN CRITERIA AND ANALYSIS SUMMARY

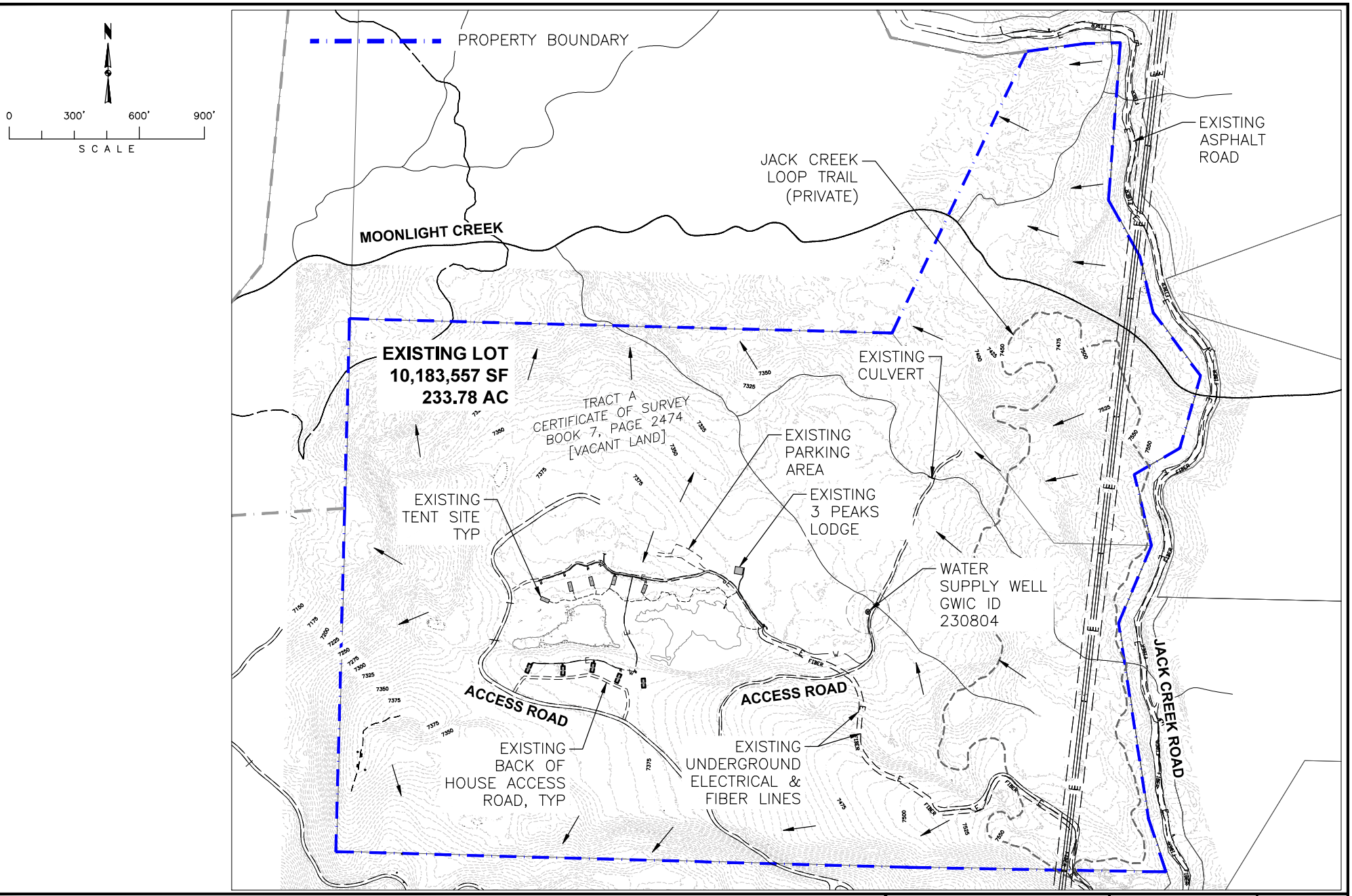
Stormwater runoff analysis and design methods follow Circular DEQ-8. Design calculations were performed using the Rational Method. The entire property will receive a uniform rainfall intensity, and the results are based on a conservative time of concentration which includes a small factor of safety in the analysis. The most recent Montana Department of Transportation (MDT) rainfall data from the Ennis, Montana weather station was used. Ennis is roughly 14 miles southwest of the proposed Lee's Pool Subdivision. Rainfall data is provided in Appendix D. Calculations estimated both pre- and post- development peak runoff rates. Hydrology of the site was evaluated to include all off-site contributing areas.

3.1.2 PRE-DEVELOPMENT DRAINAGE AND RUNOFF

The existing site contains multiple drainage pathways but will be modeled as a single drainage basin as the site is entirely undeveloped and has consistent ground cover throughout. Stormwater runoff from the existing site currently flows to the west, northwest, and south in sheet and shallow concentrated flow over predominantly forested area.

Figure 1 illustrates the existing site's conditions and subbasin delineation. The Rational Method was used to estimate peak flows for the 2-year, 10-year, and 100-year design storms. Runoff coefficients used for each ground cover type were consistent with MDT and DEQ-8 recommendations. The area-weighted runoff coefficient for the 233.78 acre subbasin was calculated to be 0.20. The estimated time of concentration (TOC) for the existing site to be 98.6 min. The existing site's properties and predicted peak flow rates are summarized in Table 1. Detailed calculations are provided in Appendix D.

Table 1		
Existing Site Rational Method		
Properties		
Area	233.78	acres
Weighted Runoff Coefficient	0.20	
Time of Concentration	98.6	min
Predicted Peak Flows		
2-year	22.76	cfs
10-year	39.72	cfs
100-year	64.9	cfs



LEE'S POOL SUBDIVISION PUD
MOONLIGHT BASIN

PRE-DEVELOPEMENT SUBBASIN

TD&H Engineering
406.586.0277 • tdhengineering.com
234 E. BABCOCK ST., SUITE 3 • BOZEMAN, MONTANA 59715

DRAWN BY:	RCB
DESIGNED BY:	RCB
QUALITY CHECK:	TD&H
DATE:	03-01-2019
JOB NO.	B16-114
CAD NO.	PRE-DEV BASIN

FIGURE
1

3.1.3 POST-DEVELOPMENT DRAINAGE AND RUNOFF

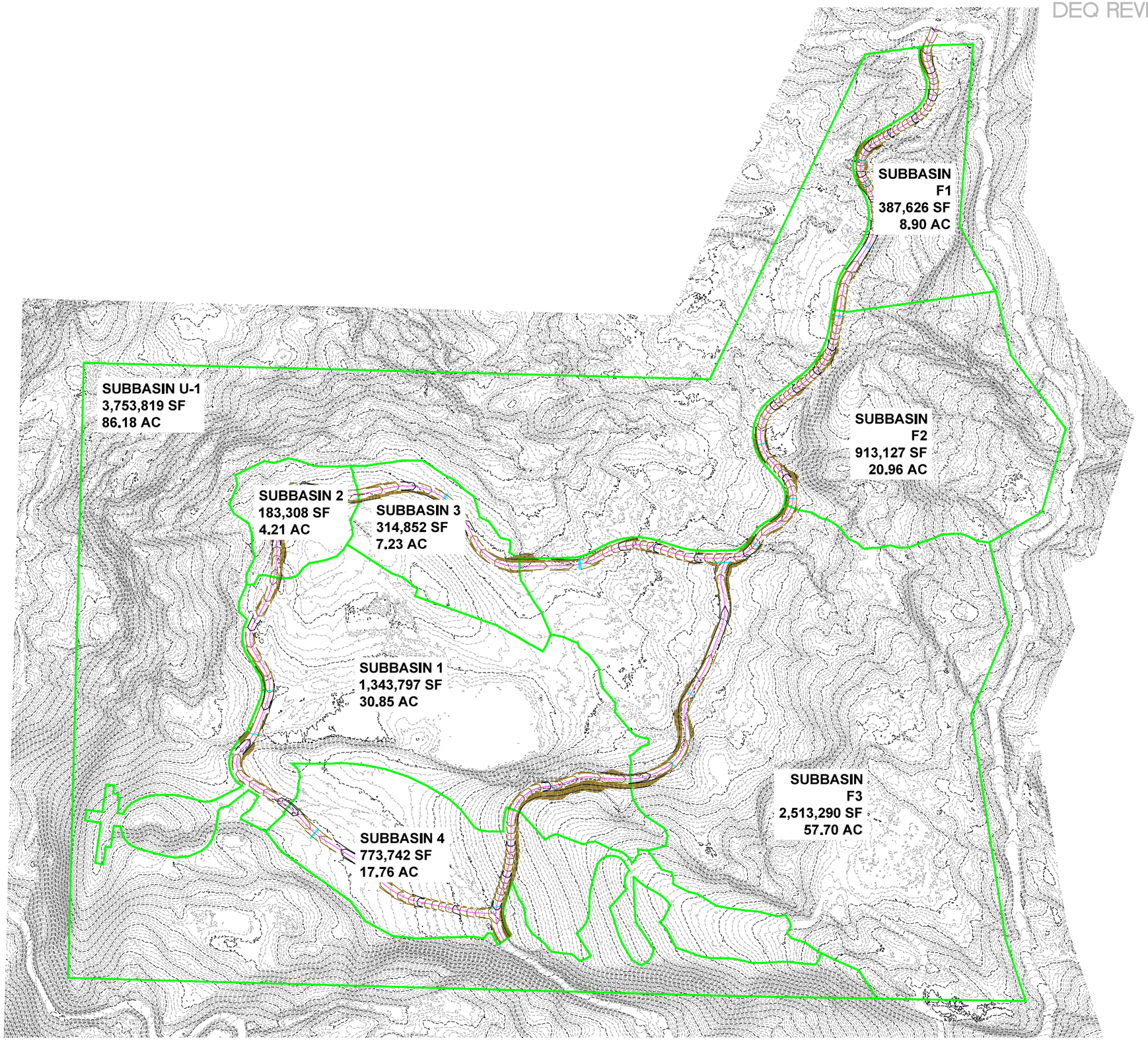
The post-developed site at full build-out will include 61 residential units, 13 guest cabins, and 6 lodges on 5 condominium lots, and a new looped paved street. The general slope of the site will remain unaltered from its predevelopment condition. Stormwater runoff will continue to flow mostly to the west and northwest with some flow leaving the site on the south boundary. A number of culverts will be constructed to direct stormwater away from the new home sites to prevent flooding. The proposed site was delineated into eight subbasins to include contributing areas both on- and off-site. Figure 2 displays the proposed site plan with delineated subbasins. Rational method calculations were performed to estimate the peak flow rates for each subbasin for the 2-, 10-, and 100-year design storms. Table 2 summarizes the subbasin properties and the predicted peak flows for each design storm. Detailed calculations are provided in Appendix D.

Table 2

Post-Development Rational Method

Properties								
	U1	**1**	**2**	**3**	**4**	**F1**	**F2**	**F3**
Area (acres)	86.18	30.56	4.21	7.23	17.76	8.90	20.96	57.70
Weighted Runoff Coefficient	0.2	0.29	0.34	0.38	0.37	0.25	0.22	0.21
Time of Concentration	42.1	103.7	46.1	46.7	62.6	34.4	64.1	54.3
Predicted Peak Flows								
	U1	**1**	**2**	**3**	**4**	**F1**	**F2**	**F3**
2-year	**8.79**	4.09	0.72	1.37	2.50	1.24	1.73	6.07
10-year	16.37	6.82	1.30	2.47	4.75	2.48	3.23	10.90
100-year	27.58	11.83	2.16	4.12	8.45	4.06	5.82	18.34

DEQ REVIEW SET



NOT FOR CONSTRUCTION

REV	DATE	REVISION

TD&H Engineering
406.586.0277 • tdhengineering.com
234 E. BABCOCK ST., SUITE 3 • BOZEMAN, MONTANA 59715

DRAWN BY:	RCB
DESIGNED BY:	RCB
QUALITY CHECK:	AJE
DATE:	02/2019
JOB NO.	B16.114.023
FIELDBOOK	

LEE'S POOL SUBDIVISION PUD
MOONLIGHT BASIN, MONTANA

POST DEVELOPMENT BASINS

POST-DEV BASINS.DWG

SHEET FIG.2

3.1.4 ALLOWABLE OUTFLOW

The allowable outflow was calculated using Circular DEQ-8 design conditions. Section 4.3 of the Circular states "The outfall from the detention pond must be sized so that discharge at maximum head does not exceed the peak flow from the drainage basin prior to development." Peak flow is defined earlier in the Circular as the peak flow rate from the 2-year event. For the proposed Lee's Pool Subdivision, the allowable total outflow is **22.76** cfs.

3.1.5 STORM WATER DETENTION

Seven different detention ponds are included in the proposed site plan. Four will receive the runoff generated from Subbasins 1, 2, 3, & 4; the other three will detain the runoff from Future Subbasins F1, F2, & F3 which only have road improvements occurring during the current phase but will be built out later as development occurs. Storm water from the remaining area (Subbasin U1) will be undetained and flow directly off-site. Detention pond sizing was determined based on peak runoff rates for the 2-year design storm. All proposed detention ponds were designed to prevent flooding of home-sites and drain fields during larger storm events up to the 100-year design storm.
The following section details each of the detention ponds. Features of the ponds and calculated outflows are summarized in Table 3. Detailed pond and orifice calculations are available in Appendix D.

Table 3

Detention Pond Features

	1	2	3	4	F1	F2	F3
Bottom Elevation	7,341.00	7,329.50	7,330.25	7,323.00	7,415.70	7,372.50	7,344.75
Emergency Overflow Elevation	7,343.00	7,332.00	7,333.50	7,326.50	7,417.20	7,374.50	7.348.00
Berm Elevation	7,343.50	7,332.50	7,334.00	7,327.00	7,417.70	7,375.00	7,348.50
Total Depth (ft)	2.0	2.5	3.25	3.5	1.5	2.0	3.25
Available Freeboard (ft)	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Total Volume (cf)	8,156	3,053	7,097	16,528	2,070	1,664	3,364
Orifice Size (in)	10	3	4	5.5	5.8	6	10
Release Rate (cfs)	2.73	0.40	0.74	1.44	0.99	1.25	4.42

The sum of the proposed pond release rates is 11.97 cfs. Combining this with the 2-year outflow from the undetained basin U1 of 8.79 cfs gives a total post developed release rate of 20.76 cfs which is less than the predeveloped release rate of 22.76 cfs.

3.1.6 STORM WATER CONVEYANCE

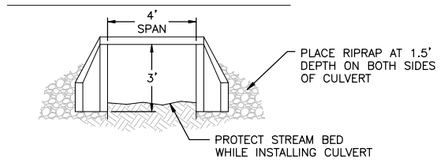
In the pre-developed condition, precipitation that does not infiltrate into the ground flows overland to the northwest. Post-development runoff will be conveyed to the detention ponds via overland flows and culverts.

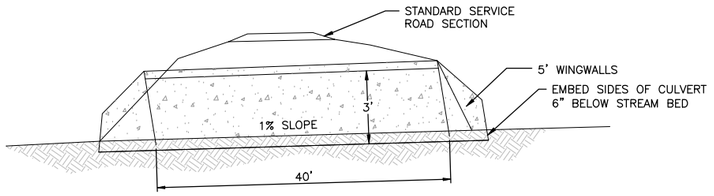
The culverts have been sized to convey the 10-year peak flow without overtopping the roadway. They will also handle the 100-year design storm without inundating any home sites. The culverts were modeled using the Federal Highway Administration's HY-8 software. Model results are included in Appendix D and the layout and design info of the culverts are shown on Figure 3.

DEQ REVIEW SET

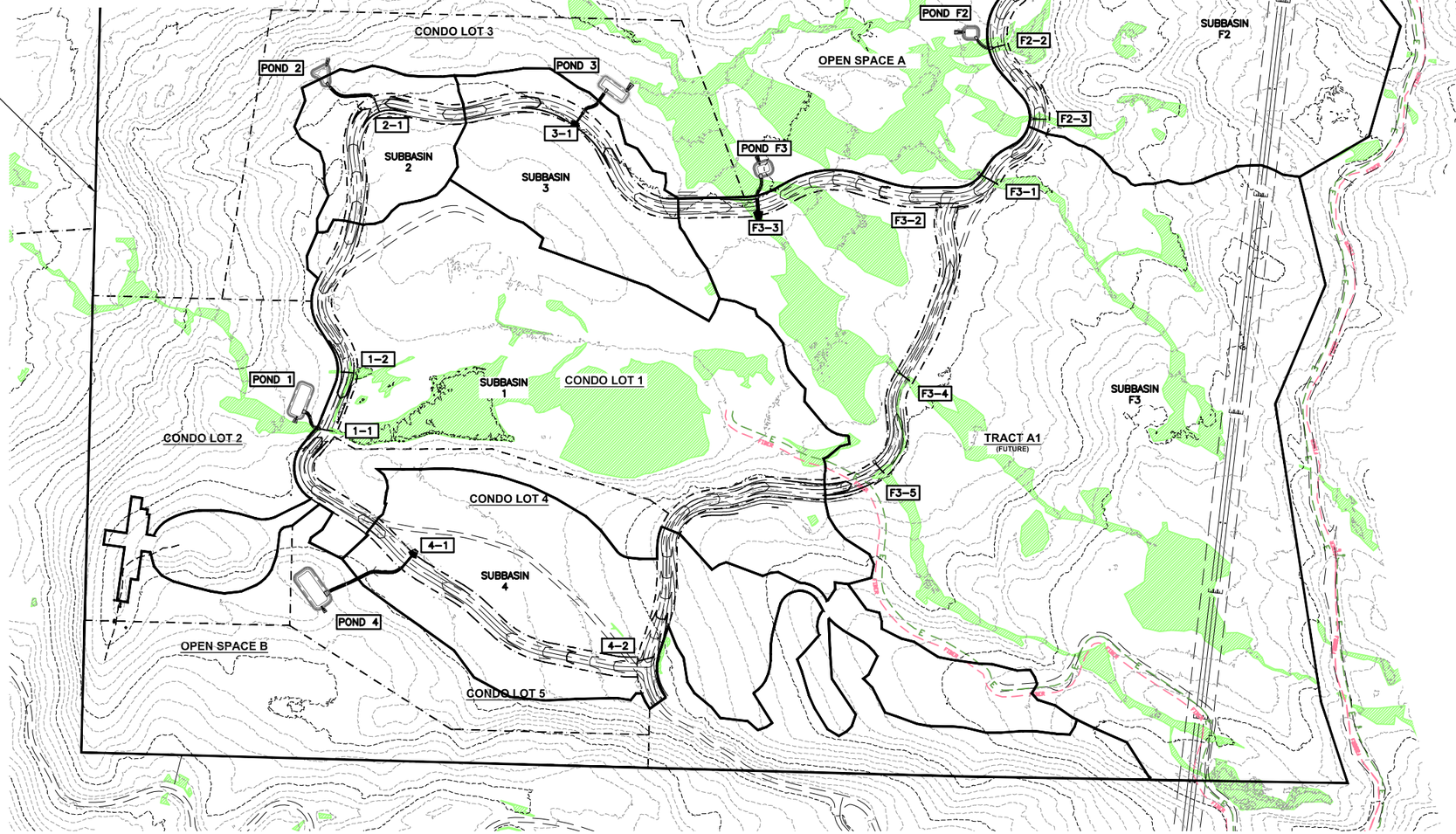
CULVERT TABLE						
NAME	MATERIAL	SIZE	LENGTH	SLOPE	INVERT IN	INVERT OUT
F1-1	CORRUGATED METAL PIPE	36" DIA.	40.0	1.50%	7441.25'	7440.65'
F1-2	CORRUGATED METAL PIPE	18" DIA.	40.0	1.00%	7433.82'	7433.42'
F1-3	CORRUGATED METAL PIPE	18" DIA.	40.0	1.00%	7420.60'	7420.21'
F1-4	CORRUGATED METAL PIPE	30" DIA.	48.0	0.80%	7416.46'	7416.06'
F2-1	REINFORCED CONCRETE STRUCTURE	48" X 36"	40.0	1.00%	7424.50'	7424.10'
F2-2	CORRUGATED METAL PIPE	18" DIA.	40.0	1.00%	7378.00'	7377.60'
F2-3	CORRUGATED METAL PIPE	18" DIA.	40.0	1.00%	7394.00'	7393.60'
F3-1	CORRUGATED METAL PIPE	30" DIA.	60.0	4.00%	7385.90'	7383.50'
F3-2	CORRUGATED METAL PIPE	30" DIA.	68.0	3.00%	7383.18'	7381.14'
F3-3A	ARCHED REINFORCED CONCRETE PIPE	29" X 18"	40.0	1.00%	7350.60'	7350.20'
F3-3B	ARCHED REINFORCED CONCRETE PIPE	29" X 18"	40.0	1.00%	7350.60'	7350.20'
F3-3C	ARCHED REINFORCED CONCRETE PIPE	29" X 18"	40.0	1.00%	7350.60'	7350.20'
3-1A	ARCHED REINFORCED CONCRETE PIPE	22" X 14"	40.0	1.00%	7344.90'	7344.50'
3-1B	ARCHED REINFORCED CONCRETE PIPE	22" X 14"	40.0	1.00%	7344.90'	7344.50'
2-1	ARCHED REINFORCED CONCRETE PIPE	22" X 14"	40.0	1.00%	7347.40'	7347.00'
1-1	CORRUGATED METAL PIPE	24" DIA.	40.0	1.00%	7345.90'	7345.50'
1-2	CORRUGATED METAL PIPE	18" DIA.	40.0	1.00%	7349.00'	7348.60'
4-1A	ARCHED REINFORCED CONCRETE PIPE	29" X 18"	50.0	1.00%	7354.60'	7354.10'
4-1B	ARCHED REINFORCED CONCRETE PIPE	29" X 18"	50.0	1.00%	7354.60'	7354.10'
4-2	ARCHED REINFORCED CONCRETE PIPE	22" X 14"	50.0	2.00%	7388.42'	7387.42'
F3-5	ARCHED REINFORCED CONCRETE PIPE	22" X 14"	40.0	3.00%	7395.60'	7394.40'
F3-4	CORRUGATED METAL PIPE	24" DIA.	40.0	1.00%	7390.10'	7389.70'

CULVERT DESIGN DATA





BOTTOMLESS CULVERT DETAIL



MONTANA
RYAN C. BENNETT
27035PE
REGISTERED
PROFESSIONAL ENGINEER

REV	DATE	REVISION

TD&H Engineering
406.761.3010 • tdhengineering.com
1800 RIVER DR. NO. • GREAT FALLS, MONTANA 59401

DRAWN BY:	RCB
DESIGNED BY:	RCB
QUALITY CHECK:	TD&H
DATE:	03/13/19
JOB NO.	B16-114
FIELDBOOK	

LEE'S POOL SUBDIVISION PUD
MOONLIGHT BASIN, MADISON COUNTY

STORM OVERVIEW

B16-114-023_C6-SD-LO.DWG

SHEET C6.0

3.1.7 STORM WATER TREATMENT

Solids, silts, oils, and other pollutants will be removed from the storm water prior to discharge from the site as required by DEQ-8. Grass-lined detention ponds have been designed as part of the storm water system. The detention ponds will collect and allow for heavier solids to settle out before the storm water is discharged. The grass-lined ponds will also remove much of the grease, oils, and silt from the runoff. Based on technical research, grass lined ponds trap urban runoff contaminants and provide a high level of treatment. Grease and oils coming into contact with the grass will adhere to the grass and biodegrade naturally. Flow from the first half inch of precipitation will be retained in each pond and infiltrated. Based on analysis of the soil types in the area, a conservative infiltration rate of 0.7 inches/hour (DEQ-8, Appendix C, C.1) will be used to verify that the retained volume will drain out within 72 hours.

Table 4

Initial Storm Retention Volumes

Properties

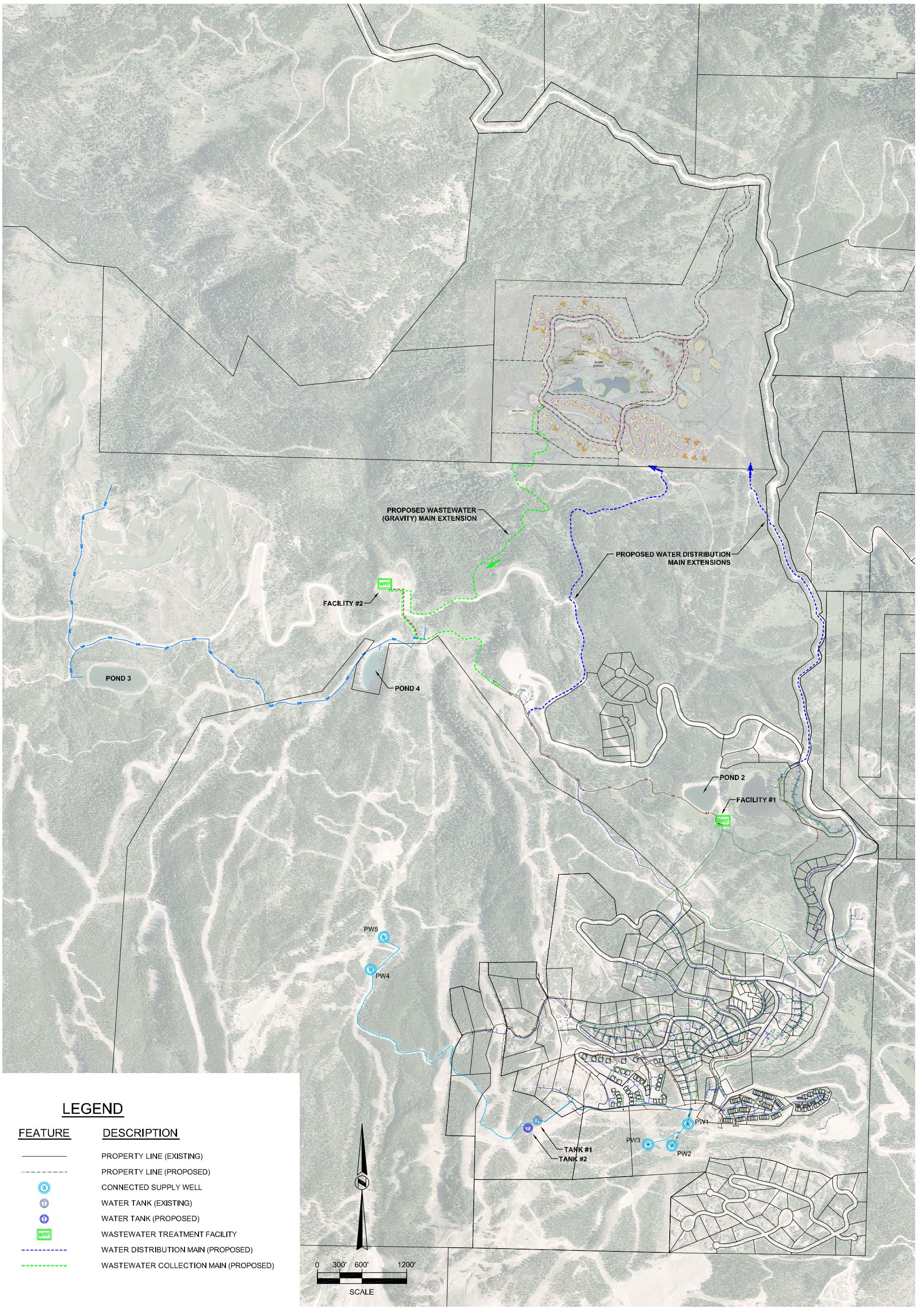
	1	2	3	4	F1	F2	F3
Min Volume (cf)	8,078	1,945	4,526	10,021	1,342	944	2,254
Bottom Area (sf)	3,335	679	1,694	4,169	1,821	847	809
Drain Down Time (hours)	42	49	46	42	13	19	48

3.1.8 SOLID WASTE

The Moonlight Basin community has a solid waste collection area located along Jack Creek Road in the Southeast Quarter of Section 13. Transport of household garbage and waste to this site is the responsibility of community members. L&L Site Services Inc., located in Bozeman, Montana, operates the containers and compactor at the collection area and transports compacted waste to the Gallatin County Landfill near Logan, Montana.

The solid waste collection area also houses containers for the recycling of cardboard, plastic, aluminum, and paper. Recycling services are provided by Full Circle Recycling located in Belgrade, Montana.

D:\2018 Projects\BE 18-02 One & Only\CAD Projects\2018 Lee's Pool Preapp\dwg\Lee's Pool W&S Exhibit.dwg, 9/5/2019 12:22:43 PM, Beartooth Engineering



LEGEND

FEATURE	DESCRIPTION
———	PROPERTY LINE (EXISTING)
- - - - -	PROPERTY LINE (PROPOSED)
W	CONNECTED SUPPLY WELL
T	WATER TANK (EXISTING)
T	WATER TANK (PROPOSED)
WRF	WASTEWATER TREATMENT FACILITY
- - - - -	WATER DISTRIBUTION MAIN (PROPOSED)
- - - - -	WASTEWATER COLLECTION MAIN (PROPOSED)

MOONLIGHT BASIN

MADISON COUNTY, MONTANA

LEE'S POOL SUBDIVISION / ONE & ONLY INFRASTRUCTURE EXTENSIONS

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 9/05/19
PROJECT NO.: NA
DRAWING NAME: Lee's Pool W&S Exhibit.dwg
SHEET 1 OF 1

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716

MOONLIGHT BASIN

O: (406) 219-0830

This map has been created for planning purposes only. It shall only be used for illustrative and orientation purposes and what is represented on the map may change based on planning and development decisions. Unless otherwise stated it is not a survey or recorded plat and is not intended to portray actual acreage, delineated wetlands, geotechnical results, property lines or the actual surveyed location of any infrastructure that may be indicated on the map. By accepting this map, the recipient acknowledges that the information portrayed on this map is for illustrative purposes only and may not accurately portray what currently exists on the site, what is to be developed and/or what is on record or on file with the Madison County Clerk and Recorder or Madison County Planning Department. This map shall not be used as a substitute for the recipient's own independent due diligence regarding the property. MB MT Acquisition LLC, and its affiliated or parent companies, subsidiaries, officers, directors, members, managers, employees and agents assume no responsibility for, and make no representations regarding, the accuracy of the information portrayed on this map.

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix K

Fire Chief Approval Letter

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

October 21, 2019

Kevin Germain, Vice President
Lone Mountain Land Company
25 Town Center Avenue
Big Sky, Montana 59716

RE: Lee's Pool Fire Evacuation Plan Approval

Mr. Germain,

Thank you for meeting with me on October 7, 2019 regarding your project. The plan outlined in our discussion meets the needs of the Big Sky Fire Department and would recommend to the Madison County Planning Office that it be approved for use.

Please let me know if there is anything else I can provide in this matter.

Respectfully,

William Farhat
Fire Chief

cc: Madison County Planning Office
Big Sky Fire District Board of Trustees
Deputy Chief Dustin Tetrault

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix L

Geotech Report

Draft Geotechnical Reconnaissance Report

Lee's Pool Area Development; Moonlight Basin
Madison County, Montana

August 26, 2016
Terracon Project No. C4165021

Prepared for:
MB MT Acquistion LLC
P.O Box160040
123 Snowy Mountain Circle Dr.
Big Sky, Montana 59716

Prepared by:
Terracon Consultants, Inc.
Great Falls, Montana

Offices Nationwide Established in 1965
Employee-Owned terracon.com
Terracon
Geotechnical Environmental Construction Materials Facilities

August 26, 2016

MB MT Acquisition LLC
P.O. Box 160040
123 Snowy Mountain Circle Dr.
Big Sky, MT 59716
406-580-6986 Cell

Attention: Ms. Christina Calabrese

Subject: Draft Supplemental Geologic and Geologic Hazard Reconnaissance
Lee's Pool Area Development; Original Phase I
Madison County, Montana
Terracon Project No. C4165021

Dear Ms. Calabrese:

Terracon Consultants, Inc. (Terracon) has completed the supplemental, surficial geology and geologic hazard mapping for the above referenced project. This study was performed in general accordance with our proposal number PC4165021 dated May 12, 2016 and subsequent signed agreement dated May 27, 2016. The purpose of this work was to supplement our initial Moonlight Basin Ranch Land Use report issued in May 2007 and to further describe the general geology and identify potential geotechnical hazards within four additional proposed development pods (identified as Pods A, B, C, and D herein). This report is also intended to provide general recommendations for further geotechnical investigations, cursory foundation design considerations, and slope monitoring.

The general geology was mapped by traversing the site and identifying surficial features across the slopes of the planned development pods and surrounding vicinity. Reviews of other geologic references, aerial photographs, and previous subsurface and reconnaissance investigation for nearby projects were also made. The information was then compiled into a map generalizing the surficial geology and potential hazards throughout the development area. This map and related discussions of conditions are presented in the enclosed report. The intent of this study has been to identify potential geotechnical limitations in order that appropriate engineering planning and design can be initiated, or that the avoidance of problem areas can be affected.

With all mountainside development there is an inherent risk of downslope movements and the intent of this investigation was to assign risk based predominantly on surficial features. There is no guarantee that future movements will not occur, and some amount of risk has to be accepted by both developers and perspective owners alike. *These risks could range from cosmetic to structural distress such as drywall cracks and door/window misalignment to substructure cracks if foundation, drainage design, and earthwork are not conducted with appropriate appreciation for geologic concerns.*

General Geologic Background

The bedrock geology of the Big Sky region consists almost entirely of Cretaceous soft rock formations comprised chiefly of sandstones, mudstones, and shales that are generally prone to mass wasting and accelerated erosional processes. The appealing terrain that characterizes the Big Sky Regions today was created as a result of tectonic activity along several faults throughout the region which thrust a block of Precambrian basement rock upward, disturbing Cretaceous-aged formations of the Frontier

Formation (Kf), Mowry Formation (Kmo), Thermopolis/Muddy Sandstone (Kmt) and the Kootenai Formation (Kk). Three prominent faults along which movement occurred, that are in the direct vicinity of the development include the Hilgard System to the west, the Buck Creek Fault to the south, and the Spanish Peaks Fault to the north. Fault activity continues along the Hilgard and Buck Creek systems.

The emplacement of the up-thrust block severely distorted the sedimentary rock cover creating numerous, smaller, micro-fault splays and fold structures that have in essence fractured the soft rock formations and placed them on inclined planes. A few notable fold features within immediate area include the prominent Andesite Ridge and Cedar Ridge anticlines located east of the project site, which further disturbed the overlying formations and created northwesterly/southeasterly trending dip orientations about a center of folding which strikes to the northeast. Activity associated with the Spanish Peaks Fault located just north of the projects site also warped the overlying strata and created series of unnamed anticlinal and synclinal folds with axes of folding that trend northwest/southeast and bisect the planned Lee's Pool Area Development. Tertiary volcanic activity has furthered altered the formations with numerous dikes and sills of igneous rock being intruded within fractures and laterally between formations.

Large-scale land movements are common within the Big Sky region, and are often due to the nature and orientation of the weak sedimentary beds. The shale members of the formations tend to be very susceptible to erosion and sliding, particularly those of the Mowry Formation (Kmo) which are rich in bentonite, as are the black shales of the Thermopolis Formation (Kmt) and Frontier Formation (Kf) which are poorly bonded and fractured. Where the formations have been folded or positioned on inclined planes, the more resistant sandstone and siltstone beds tend to form ridge type topography, while the more erosion-prone shales weather more rapidly and create run-out type landslides in the trough portions of the terrain. Several landslides or landslide-derived terrains are identified within the planned development. However, it appears that the mechanisms that produced the large-scale sliding have for the most part been exhausted and continuing movements are of a more localized nature wherein sliding is mostly limited to slow moving slides (creeping earthflows) in debris that has been left remaining in the slide troughs. These slow moving troughs are typically characterized by wet, boggy areas on relatively subdued slopes with irregular topographies. Although, large-scale sliding appears to be minimized, development practices should be implemented that do not tend to aggravate and cause increased activity of localized areas of instability.

Finally, during the Pleistocene Epoch (10,000 to 100,000 years ago) glaciation and related conditions had a significant effect on much of Big Sky, particularly Moonlight Basin. Glaciers advancing down from the higher elevations carved pronounced "U" shaped valleys chocked with till, and deposited glacial soils along the valley sidewalls and floors extending to the very lowest reaches of the Big Sky Region. Following the retreat of the glaciers, a loss of glacial buttressing along valley walls and elevated moisture levels, coupled with beds of weak shale situated on inclined planes, left much of the region susceptible for episodes of slope mass movements. In valleys filled with glacial debris, and where slopes were left over-steepened, slow moving adjustments in certain glacial deposits are still ongoing, particularly where underlain by shale bedrock, or where wet and boggy. In the Lee's Pool Area Development, glacially- derived soils deposited by glacial activity itself, or glacial till soils incorporated in episodes of mass wasting cover the planned development almost in its entirety. (See Geology/Geotechnical Hazards Map)

Project Geology

The proposed four additional pods that adjoin and or replace the original 2006 Pods, Q, R & S, are located within a 184-acre area now identified as Lee's Pool Area located in Township 6S, Range 2E, Sections 11 and 12. The project area has been significantly impacted by glacial activity and post-glacial landsliding leaving the development with numerous areas of irregular and wet topography as well as many broad and flatter areas of glacial till overlying deeply buried sandstone and shale bedrock. The glacial activity immediately impacting the site appears to have originated to the west and near the crest of the Beehive Glacial trough and descended downslope along the development creating a subdued glacial trough that is filled with glacial till that has been deposited in episodes of mass wasting or sliding. The till is comprised predominantly of gneissic rock material and is quite extensive in depth. Two borings drilled by Terracon (formerly NTL Engineering & Geoscience Inc.) in 2006, one near the center of the planned development and one adjacent to the east perimeter and in the slide trough, showed depths of till exceeding 150 feet and 40 feet, respectively (see Geotechnical Hazard Map for Locations).

Although bedrock outcroppings are virtually nonexistent within the confines of the planned development, limited exposures are encountered directly adjacent to the area in several locations and can be inferred from aerial photography interpretation along with past mapping and subsurface investigations by Terracon (NTL). The southern perimeter of the development area has a long broad uniform slope that is presumably underlain by a sandstone cap of the Frontier Formation (Kf), which outcrops just below Jack Creek Road east of the development and along the scarp that extends down to Lee's Lakes. The sandstone dips approximately 11 degrees to the southwest and strikes to the northwest at a bearing of about 319 degrees (See Geotechnical Hazard Map). A complimentary scarp located near the north perimeter of the development also shows Frontier sandstone and residual sandstone soils, but with nearly an opposing attitude striking to the northwest at roughly 105 degrees and dipping to the northeast at 27 degrees, suggesting an arch in the strata. Karl S. Kellogg and Van S. Williams (Geologic Map of the Ennis 30' x 60' Quadrangle, Madison and Gallatin Counties, Montana and Park County, Wyoming) indicate a synclinal feature in the same location, which is probable as the beds are severely warped and numerous folds occur within the area, although exact delineation may be questionable.

Located underlying the sandstone and located in the slide trough east and extending on to the development, black shale was encountered in boring DH-3 of the 2006 work. The shale exhibits an attitude that strikes to the northeast and dips in a northwesterly direction at about 25 degrees, nearly perpendicular to the sandstone, which may be askew in surficial outcrop due to landslide movement. Shale was also observed in a creek bank adjacent to the northeast perimeter of the planned development. Generally where shale is placed down dip, significant areas of sliding can or have occurred. Below the southwest perimeter of the newly planned pods, sandstone once again outcrops (**see Photo 1**). Although not exposed within the development, Tertiary igneous activity has had a significant impact within the near vicinity. Intrusions of andesitic magma as dikes, sills and plugs pushed its way into beds, cracks, and fissures in the fractured bedrock. Across the valley to the west of the development intrusive rock outcrops and has generated a talus slope.

Post-glacial and recent landsliding within the property has played a prominent role on shaping of the terrain. While the larger episodes of landsliding probably occurred immediately following the last period of glaciation, some of the resulting glacial terrains and bedrock orientations provide avenues for continued movement. A large glacial trough that cut down in to the underlying shale extends onto the eastern side of the development and provides means for ongoing mass wasting. The glacial debris left

in the trough following the last ice age has been mobile in the past and at present is still sliding, at least directly east of the development (**see Photo 2**). Inclinometers installed in 2006 by Terracon (formerly NTL) substantiate the movements. The rates of displacement observed during that monitoring period were indicative of a slightly active landslide with rates of displacement generally less than 1 inch per year. The inclinometer located adjacent to the development area (DH-3) has since sheared off and is no longer useable. The landslide along the eastern development boundary appears to have a northerly splay that has runout on to the northeasterly portion of the development in Pod B. This portion of the slide appears to be stagnant or very slow moving with rates of movement less ¾" per year. Based on past experience, this rate of movement is typical where debris is left situated on mountainsides within the Moonlight Basin development, particularly where wet and somewhat irregular terrain exists. The southern perimeter of the planned development shows a significant scarp coming off of what is believed to be a sandstone- backed ridge. The movement, probably occurring immediately following end of the last period of glaciation, slid to the south and is still very pronounced, The larger slide in itself appears somewhat stabilized based on our surficial reconnaissance (less than 3/4" movement per year, if any) and does not impact the development except for one location located in the south central perimeter (**see Photo 3**). This portion of the slide exhibits characteristics that appear geologically recent in nature, and is therefore classified as an "avoid" area. A smaller yet similar slide mass located along the extreme southern border development Pod C is also considered and "avoid" area and at present shows recent ground tearing (**Photo 4**).

The entire western perimeter of the planned development is littered with inactive, young landslide scarps (greater or less than 5000 years) that comprise a large slide moving downslope and to the west. The slide looks typical of terrains that show creep-type movement and is probably occurring along a bedrock contact between till soils and shale. In the slide mass near the west central perimeter of the development an actively sliding wet mass (earthflow) is working its way down slope and is also considered an area to avoid (**Photo 5**).

Typically, with most of these slide masses and areas of past sliding, there is some downslope creep where debris is placed on inclined and over-steepened slopes. This rate of creep movement would often be considered as slow to very slow per typical landslide velocity scales, and indicates that construction may be possible with appropriate precautions. Our experience in the Big Sky area indicates this creep phenomenon to be "normal" but still noteworthy in terms of development risk and consideration.

Geologic Hazard Assessment

The assessment of geologic hazards and related project risk, hinges primarily on the stability of the glacial till mantle and areas of past, suspect, and ongoing movements. Our observations of areas with identifiable sliding, steep slopes, difficult to develop terrains, high groundwater, and suspect geology were all taken in to account when assigning geotechnical hazard ratings. Since most all of the new pod locations are situated on landslide terrains of varying activity, rates of movement based on surficial evidence and past experience working with similar features, also provide basis for the rating designation. In previous studies conducted by Terracon (formerly NTL) throughout much of Moonlight, and including the core of the 184-acre planned development, it has been determined that most of these areas identified as landslides, although stabilized-appearing at the surface, tend to show rates of movement that can approach 1" per year. This initial reconnaissance effort involves the application of geologic experience gained during past Big Sky (Moonlight) work which should be extended by

continued geotechnical engineering involvement with subsurface investigations and slope monitoring as development planning and design proceed. Until rates of movement, if any, a can be quantified, hazard designations tend toward the conservative. In areas of over-steepened till, it was determined through modeled stability analysis for slopes of similar composition to those within the confines of the development, that limiting equilibrium (slopes on the verge of instability) for static conditions would impend as slope inclinations reached 20 degrees and greater (Geotechnical Reconnaissance Report, May, 2007). Hence, where such slopes exist or are to be considered, conditions should be carefully reviewed and analyzed before development consideration.

Based on our surficial reconnaissance, an updated Geotechnical Hazard Map using a color coded rating system has been developed in which areas within the proposed development and additional pod locations have been given a color designation ranging from green to red, with degree of hazard increasing accordingly. The color coding is based on observations encountered during the field reconnaissance and is also based on our past experience and subsurface investigations with similar conditions in the direct vicinity of the development. Also taken into consideration were the likelihood of unsuitable soils near footing depths, steepness of slopes, moisture levels, seepage, and other potentially destabilizing concerns. The color coding is further explained below:

- **Red –** areas of extreme caution or that are to be avoided. Generally situated on active landslides with rates of movement that are characterized as potentially increasing and causing damaging effects on structures founded in these areas.

- **Orange** - areas of moderate concern generally situated on sub-stabilized appearing landslide terrains, overly steepened slopes (>20˚) and areas that show possible signs of surficial adjusting. These areas, although stable appearing at the moment, should not be considered for development without detailed geotechnical engineering investigations, analysis (including slope monitoring installations) and design, or avoided in favor of more preferred yellow and green locations of flatter, more uniform topography. Orange areas include sag ponds and wet areas in drainage ways that may exhibit some movement as identified in on the Surficial Geology and/Hazard Map. Unconventional foundation systems such as micropiles, mat, or other engineered foundations should be considered the norm and mandatory geotechnical investigations, including stability analysis for slopes, cuts, and fills must be performed if development is to be considered. Development and grading will require construction that will not promote future sliding and further
over-steepening of slopes.

- **Yellow –** moderate to low concern, locations generally situated on overall flatter and more uniform terrains (<20˚) but in and amongst numerous wetlands that will be difficult to develop and may contain organic rich soils. In some instances, building envelopes may require some modest cutting and filling. In these locations, building envelopes should be established to avoid significant cuts/fills, for both residence and lot access construction. Foundation conditions may include weak, wet soils that will require special foundation treatment. The general proximity on or near dormant or creeping landslide masses will require special geotechnical consideration to mitigate damage potential. Standard geotechnical investigations should be required for all lots and include stability assessment to ascertain that ground movement potential is properly considered and mitigation options provided if appropriate.

- **Green –** minimal apparent concerns. Locations where either no significant geologic limitations are identified or where anticipated grading requirements for residential development are not expected to cause major alteration to the landscape. Sites generally restricted to significantly flatter and very uniform terrain where desirable gravelly tills soils and little site grading are anticipated.

Presented below is the site specific Geotechnical Risk Table for the project along with color-coding for each of the four additional pod locations showing the assigned level of risk based on surficial conditions observed during on-ground reconnaissance and aerial photography review. The table also lists our recommended geotechnical investigation levels (see key following table) for furthering design and development in the Hazard Rating column; the key for geotechnical investigation coding follows the table.

Development Pod	Geology	Hazard/Risk	Hazard Rating
Pod A	Gneissic till landslide and glacial till soils. Includes glacial till soils that have been incorporated in post-glacial mass movements. Numerous dormant young looking scarps are observed upslope just outside the pod area to the east (**see Photo 6**).	Although the overall development pod encompasses somewhat flatter slopes, prior experience with similar terrains in Moonlight show slow to moderate rates of movement. Numerous wet areas, sags, (**see Photo 7**) and drainage ways. Soils include acceptable gravelly gneissic till and may be underlain by bedrock at moderate depths. Building envelopes may be limited in size if situated around wet areas so construction should be designed to fit restricted locations and limit excessive earthwork.	**Orange** Mandatory GT investigation with stability analysis and nonconventional foundations systems should be anticipated if development is to be considered. **GTF/GTSS/GTLS**
Pod B	Glacial Till and Sandstone derived constituent landslide. Includes soils that have been involved in post glacial landsliding or emplaced by glacial activity. Substabilzed to very slow landslide (east portion)	Yellow areas appear to be primarily gneissic glacial till with surficial slope failures around drainages. Numerous wet areas with small building envelopes possible on higher ground between wet areas. **(see Photo 8**) Orange area is nose of sub-stabilized to slow moving landslide with numerous wet areas and small building envelope potential (**see Photo 9**). Based on experience with similar features, these areas show some signs of movement and until quantified, development potential should be limited. Shallow shale bedrock is observed northeast of the area along a creek drainage as is slumping east and adjacent to the area (**see Photo 10**). Some areas of significant cut and fill will likely be required that would limit development.	**Yellow** No apparent instabilities, although potential concern in over-steeped areas and small building envelopes among wet areas. High groundwater and wet areas. Strongly recommend GT investigations to include stability analyses if areas of excessive filing are planned over steeper slopes **GTF/GTSS** **Orange** Mandatory GT investigation with stability analysis if orange areas are to be considered. Nonconventional foundations systems should be anticipated **GTF/GTSS/GTLS**

Pod C	Gneissic till landslide and glacial till soils. Includes glacial till soils that have been incorporated in post-glacial mass movements. Active landslide along south and north pod boundaries.	Overall pod encompasses moderate topography with the exceptions of the east portion where over-steepened slopes exist. Although numerous flat areas exist (**see Photo 11**), active sliding to the south and north areas of the pod suggest the potential for slow, creep like movements throughout remainder of pod (**see Photo 12**). Based on past experience within Moonlight, this can be expected. Numerous water filled sags and drainages (**see Photo 13**). Sandstone bedrock was observed downslope and just west of planned pod, which indicates potential for bedrock at moderate depths. Should bedrock be encountered and rates of movement quantified, the area could be considered for development with appropriate foundations and stabilization design (if necessary). Over-steepened slopes to the west show past failures and signs of creep (**see Photo 14**).	**Orange** Potential for slow moving flows exist. Mandatory GT investigation with slope stability analysis and long term slope monitoring recommended. **GTF/GTSS/GTLS** **Red** Avoid, areas of active landsliding
Pod D;	Glacial till and glacial till landslide. Gneissic in place till sols on the west and post glacial sliding on the east.	East location shows very wet, and hummocky landslide debris flowing out onto flatter terrain (**see Photos 15/16**). Inclinometer installed in slide trough to east in 2006 was sheared showing rates of movement greater than 3/4" per year. Bedrock depths anticipated at greater than 50 feet. Scarp area leading to Lee's Ponds along south pod perimeter should be avoided. No signs of movement visible along scarp in Pod D location but recent movement evident to east. West location consists of stable till soils but with several wet areas that may contain peat soils near wetlands (**see photo 17**). Construction should avoid visually wet areas and high groundwater may be a concern.	**Yellow** Recommend standard geotechnical investigation **GTF** **Red/Orange** Areas to avoid due to proximity of previously confirmed and active landslides. Should orange area still be considered, long term slope monitoring should be conducted equipment be installed and monitored over time. **GTF/ GTSS/GTLS**

Geotechnical Recommendations Key

GTF Standard geotechnical investigation for foundation design and building location recommended.

GTSS Geotechnical investigation for site mitigation of localized site stability or slow, creep movement concerns recommended.

GTLS Geotechnical investigation for assessment of potential large-scale slide activity on/or impacting site along with appropriate mitigation and foundation system design recommended.

Closure and Recommendations

The foregoing table is intended to be used as a reference provided by MB MT Acquisitions LLC to planners, regulators, and future lot owners as our professional opinion regarding geologic and stability conditions with investigation recommendations for the individual lots. **Under no circumstances is this report to be interpreted as replacing site specific geotechnical investigations as discussed and recommended herein, nor does the report express or imply any warranty with regard to future performance.**

Based on our reconnaissance of the proposed development area, it appears that within the additional proposed development pods there are some obvious areas of concern. All the pods have some potential, macro stability issues that should be addressed prior to lot development and construction. The type of movements expected are to range from very slow and substabilized to slightly active that flow under the forces of gravity. These conditions aside from the "Red Zones" can generally be dealt with if the proper engineering mitigation strategies, foundations designs, and grading plans are incorporated into the development of the areas. However, until direct rates of movements can be quantified, depths of sliding determined, and stability analyzed, our reconnaissance has made conservative risk assessments based on long-term Big Sky and Moonlight Basin experience. The further geotechnical investigation work recommended will assist in accessing landslide types and risks, plus aid in the decision making and design processes regarding development potential. In addition to the stability issues, a large portion of the 184-acre development is wetlands, and proper drainage of foundations and measures to alleviate pressure on foundations walls will be a necessary consideration during construction and design. Foundation drainage (both surface and foundation) designs must be conducted with proper appreciation for movement risks and associated cosmetic and structural damage which could develop due to slope adjustments.

For the time being and to proceed with conceptual development plans, that the original areas mapped in our 2007 report should be considered for development first. The green and yellow areas of the original Development Cluster Q, R & S (see 2007 report and also identified on the updated Geotechnical Hazard Map) show the best potential for development. Cluster S located north of Lee's Pools has terrain that is relatively flat, uniform slopes with desirable gravelly gneissic soils. Nearer to the pond and to the east portion of the pod there may be some organic soils and wet locations, but for the most part the cluster appears to have positive potential. Former clusters R and Q both incorporate locations previously mapped as "Green", and with some slight adjustment and/or incorporation into one larger pod, could take advantage of the long, broad, glacial till slope to the east. It is anticipated that underlying the till mantle is stable sandstone bedrock at a reasonable depth. The slope shows no signs of instability and with a setback requirement from the scarps to the south and the north based on further geotechnical review, this area would seemingly provide suitable locations for development (**see Photo 18**).

As with all of the Big Sky region, the appealing terrain and scenery which makes the location so desirable is the result of a dramatic geologic past whose forces are not exhausted, but continue to

alter the landscape in irregular manners and unpredictable time frames. A certain level of risk must be accepted with all mountainside construction and should be conveyed to prospective buyers and contractors prior to development. Unpredictable events such as increased precipitation levels, seismic activity, and development itself, can promote instabilities even in the most geotechnically favorable locations.

The next course of action, if desired, is to conduct sufficient geotechnical investigations to better characterize subsurface conditions and determine whether gravitational type (creep) movements are present and of significance. Based on data acquired during the next level of investigation, models can be made to better analyze existing conditions and potential issues that may arise from development in Red, Orange, and around some Yellow areas. From this modeling, mitigation strategies and building envelopes can be situated so as to not generate areas of instability, or aggravate marginally stable areas. It is recommended that if a subsurface investigation should proceed, that it include the installation of slope monitoring equipment placed in strategically selected locations. This next level of investigation would be aimed at providing some quantitative assessment of stability in areas of question or concerns as identified by this reconnaissance. This work would be aimed at determining geologic profiles and properties of slide mass, groundwater conditions, depths of sliding, and rates of sliding. With this information, proper stability evaluations can be made and means to mitigate slide conditions determined, or the decision for abandonment of certain areas validated.

We would like to thank you for the opportunity to work with Lone Mountain Land Company. If any questions arise regarding our reconnaissance or as we can be of assistance in planning and implementing further investigations and monitoring, please feel for to contact us at 1-406-453-5400.

Sincerely,
Terracon Consultants, Inc.

Brian Evans
Senior Staff Geologist
Engineer

Gary A Quinn, P.E.
Principal/Senior Project Geotechnical

APR Reviewer:
Dan Nebel, PG

Attachments:
Photos 1-18
Surficial Geology/Geotechnical Hazard Map

Photo 1: Sandstone outcrop below SW perimeter of Pod A.

Photo 2: Sag pond along scarp east of development area. Dead trees in background are located on active scarp.

Photo 3: Sag pond below dormant young slide along south central perimeter of development area.

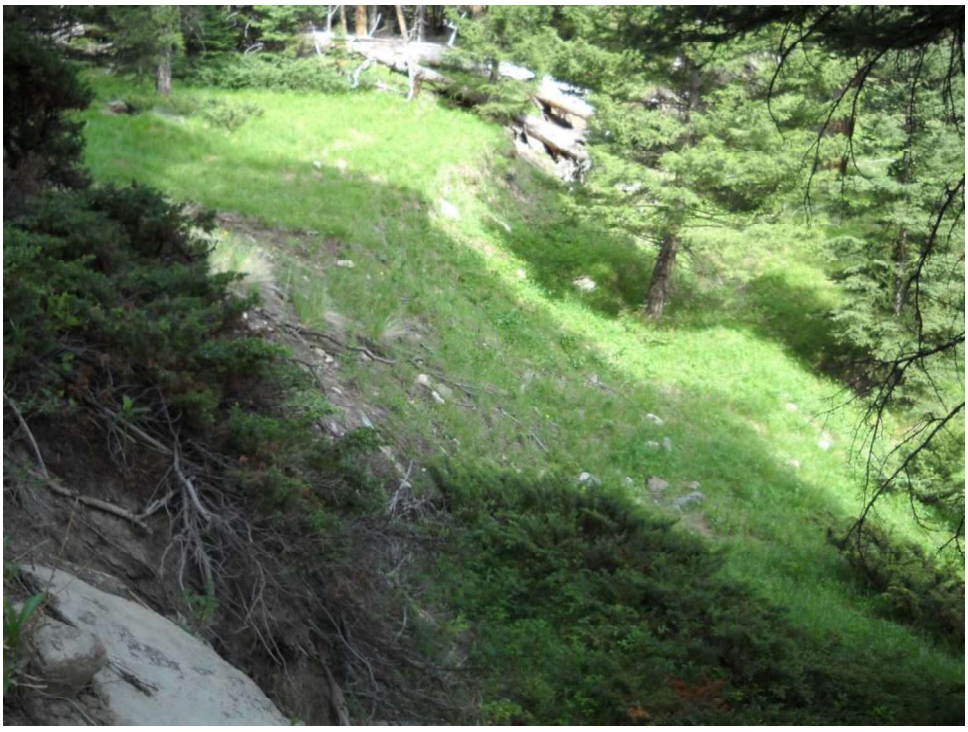


Photo 4: Active scarp and sliding in southern portion of Pod C, Red area.

Photo 5: Active scrap in slide trough located between Pod A and Pod C on west central side of development.

Photo 6: Dormant young to active scarp located on slope east and above Pod A.

Photo 7: Wetland in hummocks located in Pod A, site is relatively flat, but situated in potentially mobile mass. Photo 6 is located to upper right on slope.

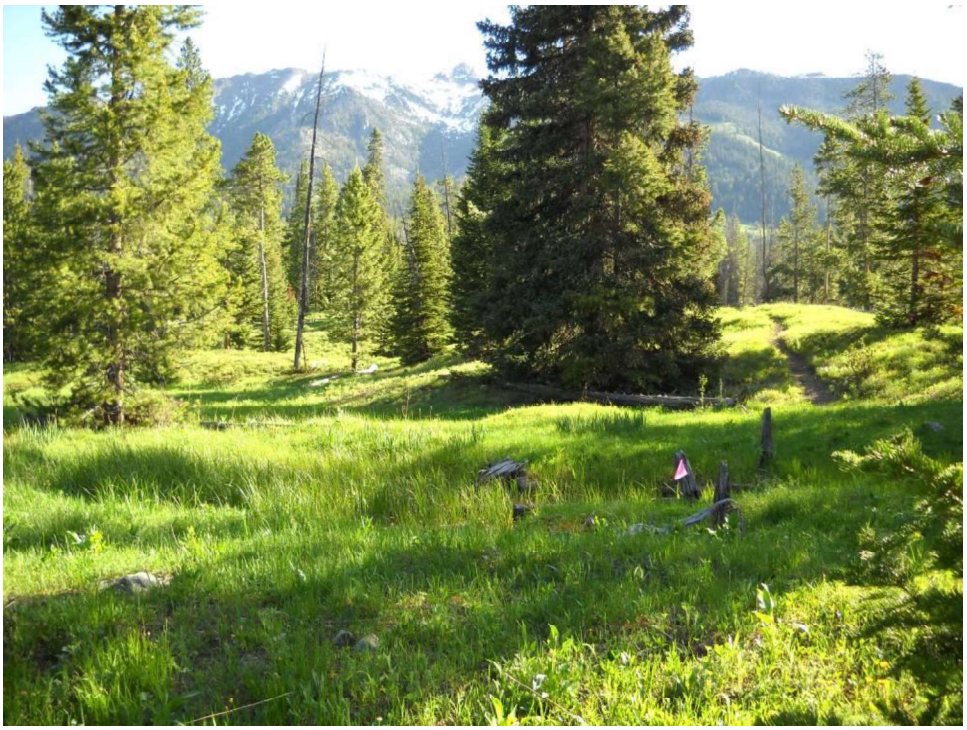


Photo 8: Pod B, wet areas and sags. Building envelopes between wet areas may be limited.

Photo 9: Pod B, nose of sub-stabilized flow and wet area.

Photo 10: Tilted trees at active sloughing/sliding located above and east of Pod B

Photo 11: Potential building location in Pod C located on possible slow moving slide mass. .

Photo 12: Active scarp above slide along south perimeter of Pod C "red" area

Photo 13: Water filled sag/hummock in Pod C, located on possible slow moving slide mass.

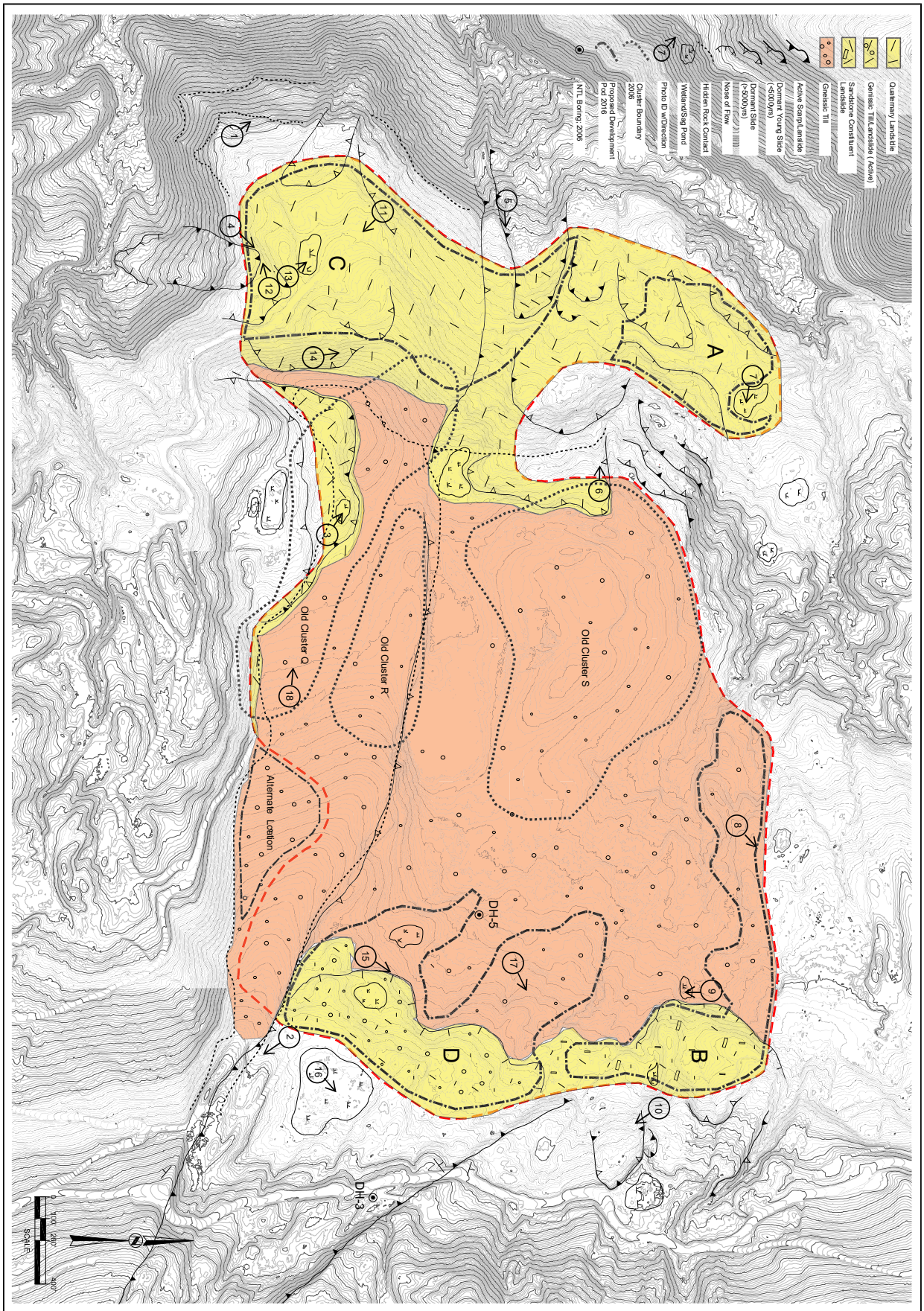
Photo 14: Trees showing signs of creep located on steep along scarp at east edge of Pod C.

Photo 15: Nose of flow located in Pod D. Yellow areas located left of photo.

Photo 16: Wet boggy area on slide mass adjacent to east perimeter of Pod D

Photo 17: Suitable building location in Pod D, located on high areas between wet locations. Good till soils.

Photo 18: Alternate location for development combining old Clusters Q and R on uniform till slope.



Surficial Geology Map

Lee's Pool
Moonlight Basin
Madison County, MT

Edited By
Terracon
1392 13th Ave. SW
Great Falls, MT
406-453-5400

DRAWN BY:	EWB
DESIGNED BY:	NA
DATE ISSUED:	6/08/16
PROJECT NO.:	NA
DRAWING NAME:	LP Wetland BASE.dwg
SHEET	1 OF 1

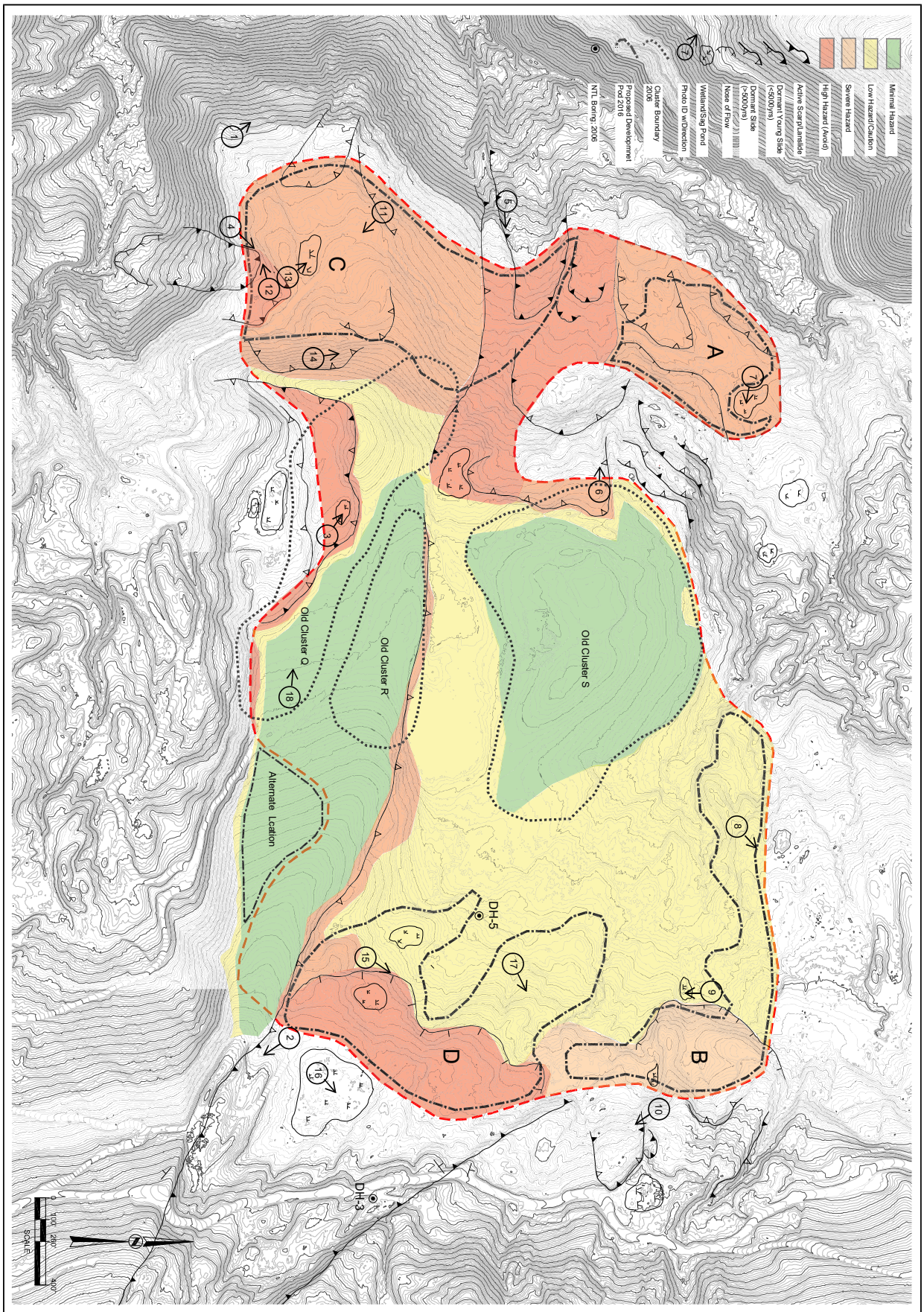
PLANNING & DEVELOPMENT
123 SNOWY MOUNTAIN CIRCLE
P.O. BOX 160040
BIG SKY, MT 59716

office: (406) 219-0830
fax: (406) 995-2186

MOONLIGHT BASIN

This map has been created for planning purposes only. It shall only be used for illustrative and orientation purposes and what is represented on the map may change based on planning and development decisions. Unless otherwise stated it is not a survey or recorded plat and is not intended to portray actual acreage, delineated wetlands, geotechnical results, property lines or the actual surveyed location of any infrastructure that may be indicated on the map. By accepting this map, the recipient acknowledges that the information portrayed on this map is for illustrative purposes only and may not accurately portray what currently exists on the site, what is to be developed and/or what is on record or on file with the Madison County Clerk and Recorder or Madison County Planning Department. This map shall not be used as a substitute for the recipient's own independent due diligence regarding the property. MB MT Acquisition LLC, and its affiliated or parent companies, subsidiaries, officers, directors, members, managers, employees and agents assume no responsibility for, and make no representations regarding, the accuracy of the information portrayed on this map.

K:\01 Overall Development\03 Planning\03.008 Wetland Delineation\PROJECTS\2016 Lee's Pool Vicinity.dwg LP Wetland BASE.dwg, 6/8/2016 1:17:07 PM, LMLC P&D, EWB



Geotechnical Hazard Map

Lee's Pool
Moonlight Basin
Madison County, MT

Edited By
Terracon
1382 13th Ave. SW
Great Falls, MT
406-453-5400

DRAWN BY:	EWB
DESIGNED BY:	NA
DATE ISSUED:	6/08/16
PROJECT NO.:	NA
DRAWING NAME:	LP Wetland BASE.dwg
SHEET	1 OF 1

PLANNING & DEVELOPMENT
123 SNOWY MOUNTAIN CIRCLE
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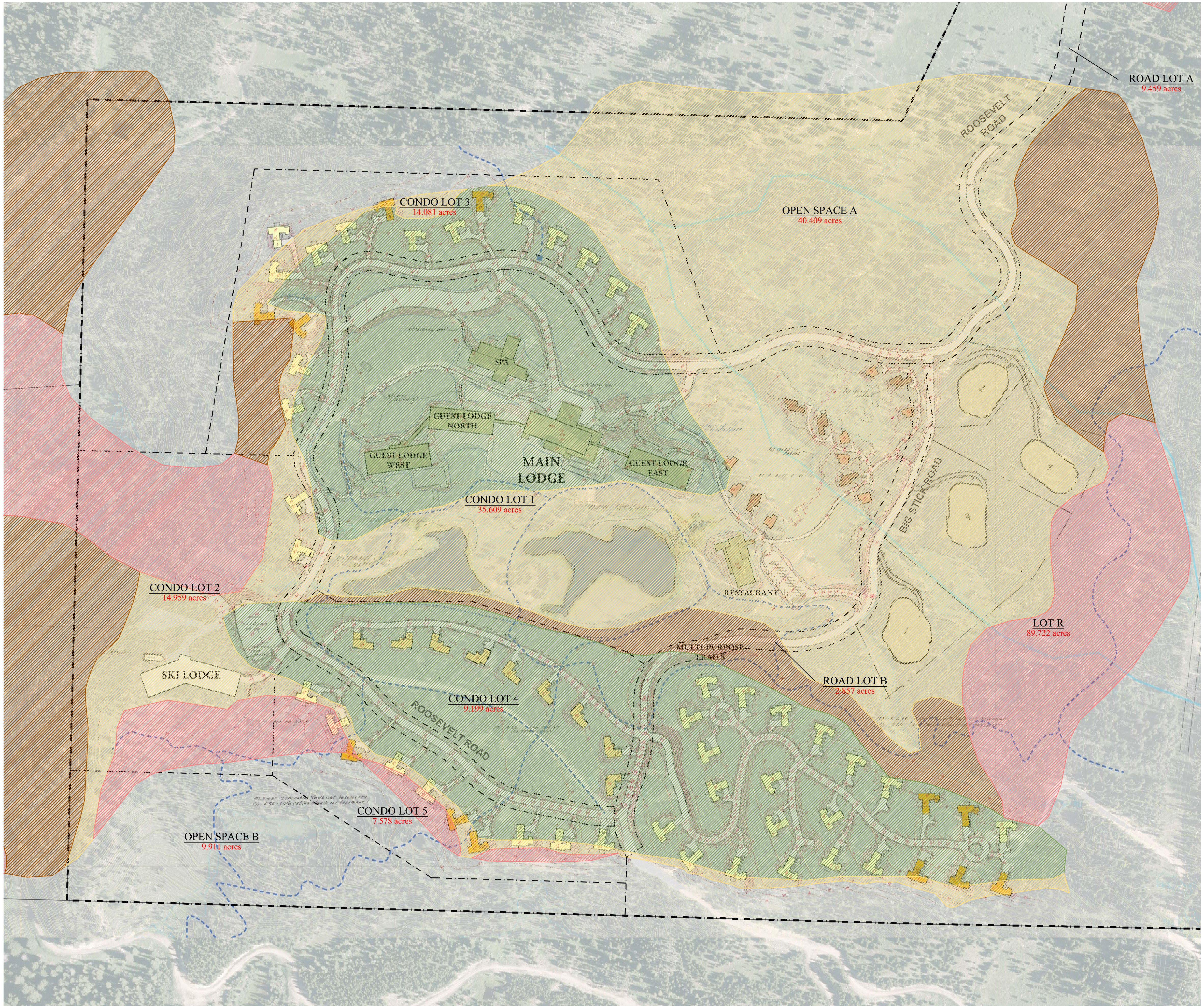
D:\2018 Projects\BE 18-02 One & Only\CAD Projects\2018 Lee's Pool Preapp\dwg\O&O BASE.dwg, 10/15/2019 8:24:39 AM, Beartooth Engineering



GEOTECHNICAL HAZARDS

- HIGH HAZARD (AVOID)
- SEVERE HAZARD
- LOW HAZARD/CAUTION
- MINIMAL HAZARD

0 75' 150' 300'
SCALE

UNIT SUMMARY

CONDO LOT 1	
MAIN LODGE (HOTEL KEYS)	7
EAST GUEST LODGE (HOTEL KEYS)	24
NORTH GUEST LODGE (HOTEL KEYS)	22
WEST GUEST LODGE (HOTEL KEYS)	16
GUEST CABINS (HOTEL KEYS)	13
TOTAL	82
CONDO LOT 2	
SKI LODGE (HOTEL KEYS)	12
BRANDED RESIDENTIAL	2
TOTAL	14
CONDO LOT 3	
BRANDED RESIDENTIAL	17
TOTAL	17
CONDO LOT 4	
BRANDED RESIDENTIAL	9
TOTAL	9
CONDO LOT 5	
BRANDED RESIDENTIAL	10
TOTAL	10
LOT R	
CUSTOM HOME LOTS	4
BRANDED RESIDENTIAL	24
TOTAL	28
TOTAL HOTEL KEYS	94
TOTAL FOR SALE PRODUCT	66
TOTAL UNITS	160

MOONLIGHT BASIN

MADISON COUNTY, MONTANA

LEE'S POOL SUBDIVISION / ONE & ONLY OVERALL SITE PLAN & GEOHAZARD INFORMATION

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 10/15/19
PROJECT NO.: NA
DRAWING NAME: O&O BASE.dwg
SHEET 1 OF 1

MOONLIGHT BASIN

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
O: (406) 219-0830

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CTL | THOMPSON INCORPORATED

February 17, 2020

MB MT Acquisition, LLC
P.O. Box 160040
Big Sky, MT 59715

Attention: Andrew Allen
Project Manager

Subject: Geotechnical Engineering Consultation
Condo Unit 5
Lee's Pool Development Area
Moonlight Basin
Madison County, Montana
Project No. MT01002.000-145

CTL/Thompson, Inc was asked to provide this geotechnical engineering letter regarding Condo Unit 5 proposed at the Lee's Pool Development Area. Condo Unit 5 property includes areas which vary geologically and geotechnically from benign to high risk. Specifically, we are addressing the site from geologic and geotechnical engineering perspectives, including approaches for residential development on the property.

To assist in planning and development of the Lee's Pool Area, including locating potential building footprints, geologic and geologic hazard maps was previously accomplished. The geologic hazard mapping delineates potential geologic hazards as "green", "yellow", "orange" and "red" areas. Green areas are considered minimal risk, yellow areas are of moderate to low concern, and orange areas are deemed moderate to severe risk. Areas designated as red should generally be avoided or developed with extreme caution. Many red areas are on or near young landslide features and/or active sliding.

Condo Unit 5 is bordered at the north and northeast by Roosevelt Road. Current hazard mapping indicates the property within about 100 feet of Roosevelt Road is subject to minimal hazard. South and southwest of the minimal hazard area, the property transitions to a low hazard area. A high hazard avoidance area is south and southwest of the low hazard area.

During our recent geotechnical engineering investigation, CTL/Thompson, Inc. investigated subsurface conditions below Condo Lot 5 by directing excavation of two exploratory pits (TP-20 and TP-21). Subsoils encountered in our exploratory pits consisted of about 6 inches of sandy clay "topsoil" underlain by glacial till deposits consisting of sandy clay and clayey sand to the total excavated

depths 10 and 11 feet. Observations during exploratory excavation indicated the clay was medium stiff to stiff and the sand was loose to medium dense. Photographs of the soils obtained from the pits are shown on Figures 1 and 2.

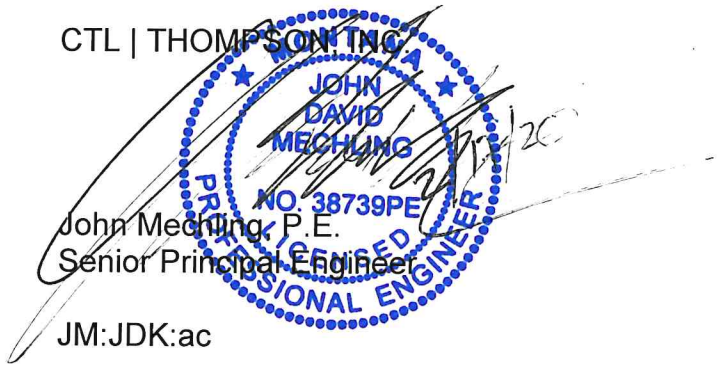
Soil samples obtained from our exploratory pits were selected for laboratory testing including swell/consolidation potential, gradation analysis, and Atterberg limits. A sample of the clay soil selected for one-dimensional, swell-consolidation testing exhibited a low swell potential. Atterberg limits on two samples indicated liquid limits of 22 and 38 percent and plastic indices of 6 and 24 percent. Samples of the subsoils selected for gradation analysis contained 11 and 46 percent gravel, 25 and 30 percent sand, and 24 to 66 percent silt and clay size particles (passing the No. 200 sieve). Laboratory test results are shown on Figures 3 and 4 and summarized on Table I.

We judge there is sufficient areas on Condo Lot 5 that are mapped as minimal and low hazard to safely build residences. We recommend that John Mechling, P.E., Senior Principal Engineer for CTL/Thompson, Inc., and Brian Evans, Senior Geologist for Terracon, perform a detailed site reconnaissance of the Condo Unit 5 property. The site reconnaissance will need to occur subsequent to snowmelt. The purpose of the reconnaissance will be to check and refine the existing mapping and to field-locate the boundary between low/high hazard areas. Potential changes to the proposed building locations would be evaluated during the reconnaissance.

We are available to discuss the contents of this letter. If you have questions or need additional information, please call.

Very Truly Yours,

CTL | THOMPSON, INC.



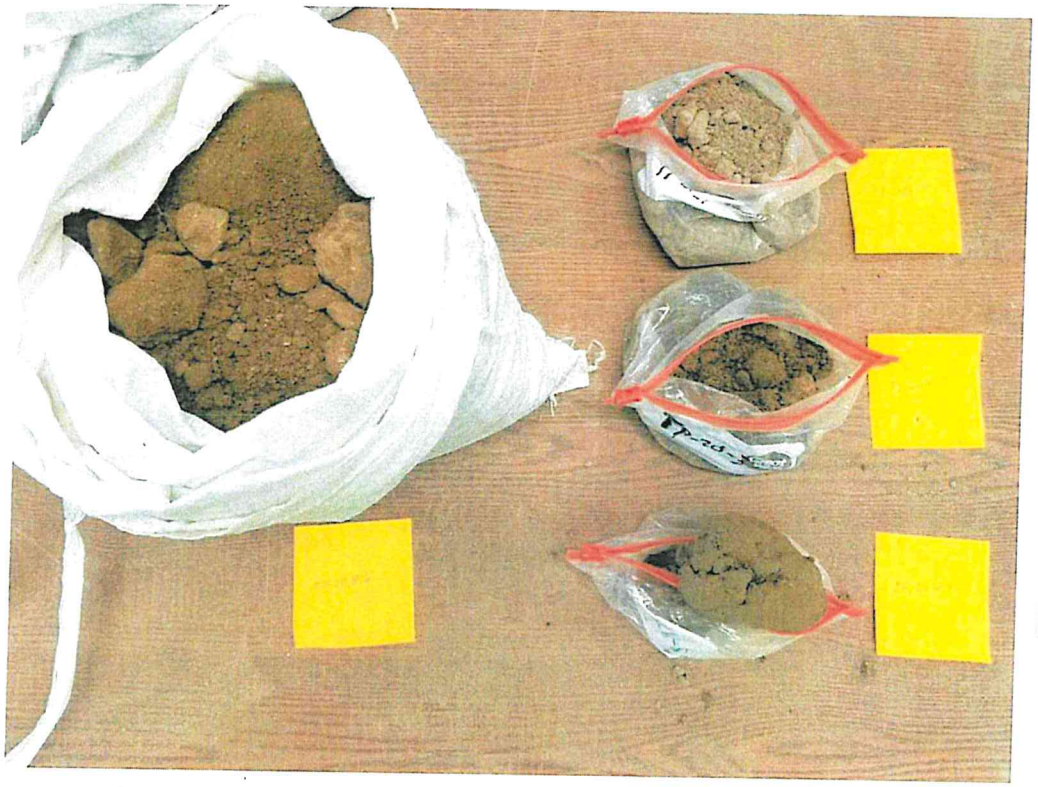
John Mechling, P.E.
Senior Principal Engineer

Reviewed By:

James D. Kellogg, P.E.
Division Manager

JM:JDK:ac

cc: via email to aallen@lonemountainland.com



Sample at 2 feet

Sample at 7 feet

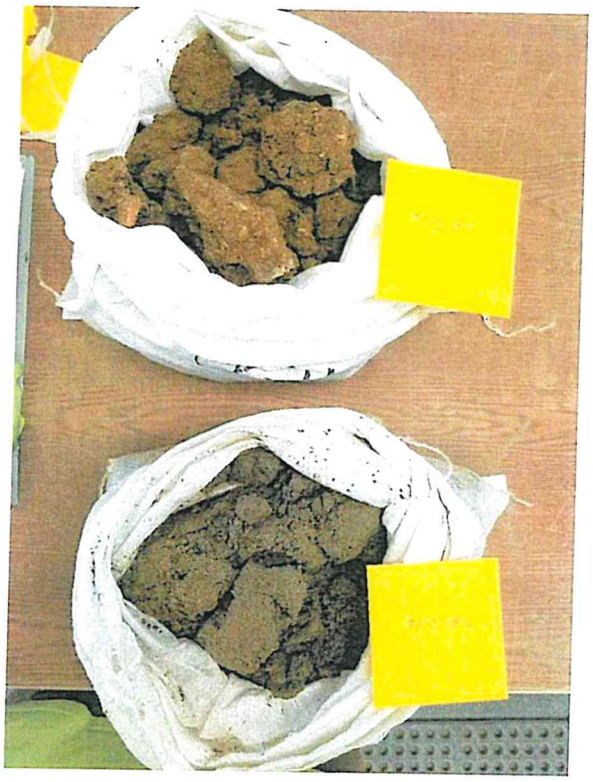
Sample at 9 feet

Sample at 6 feet

Soil samples from TP-20

MB MT ACQUSITION, LLC
LEE'S POOL RESIDENTIAL BUILDINGS
PROJECT NO. MT01002.000-145

Fig. 1



Sample at 3 feet

Sample at 10 feet

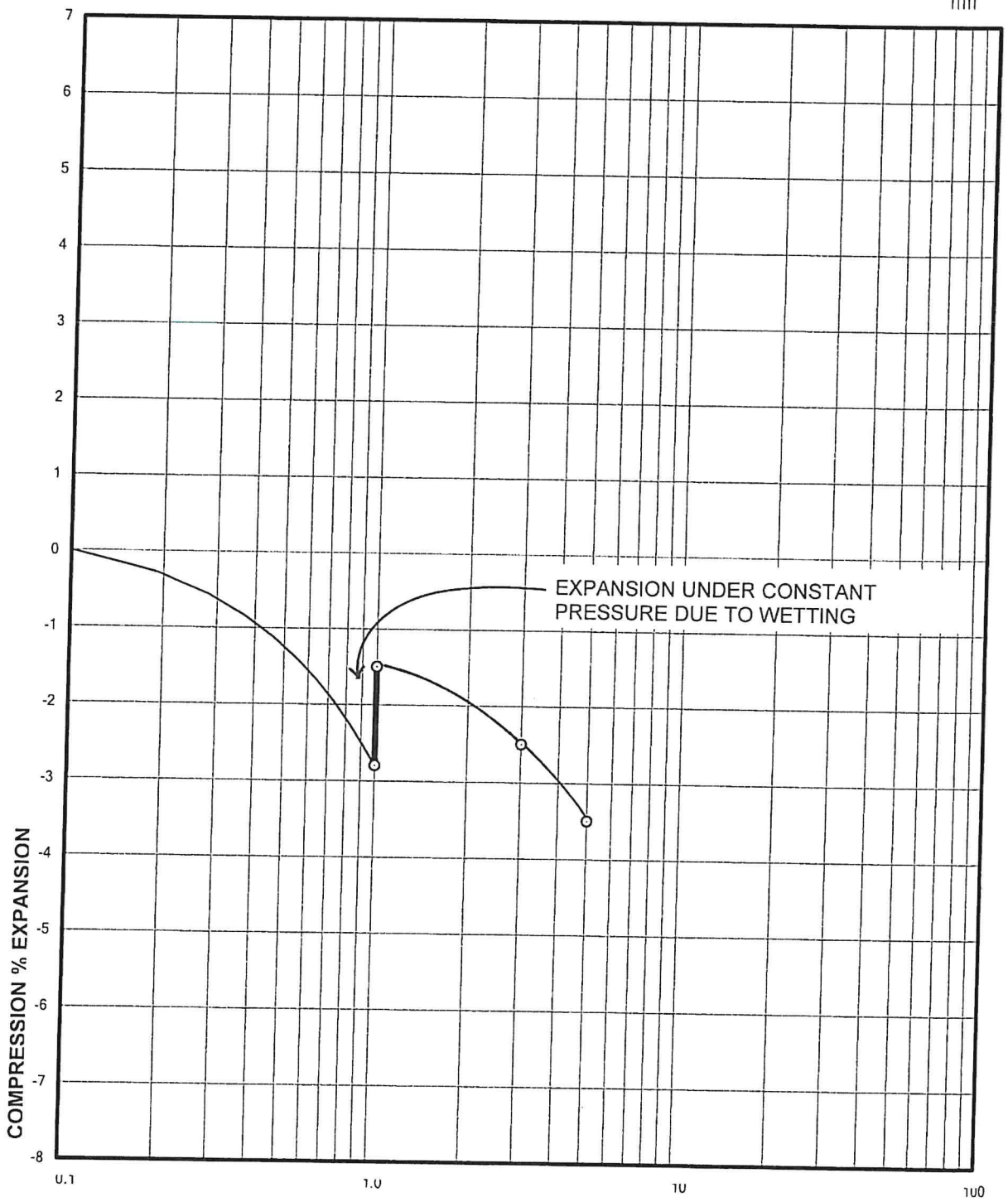
Sample at 7 feet

Sample at 9 feet

Soils Samples from TP-21

MB MT ACQUSITION, LLC
LEE'S POOL RESIDENTIAL BUILDINGS
PROJECT NO. MT01002.000-145

Fig. 2



Sample of CLAY, SANDY (CL)

From TP-21 AT 7 FEET

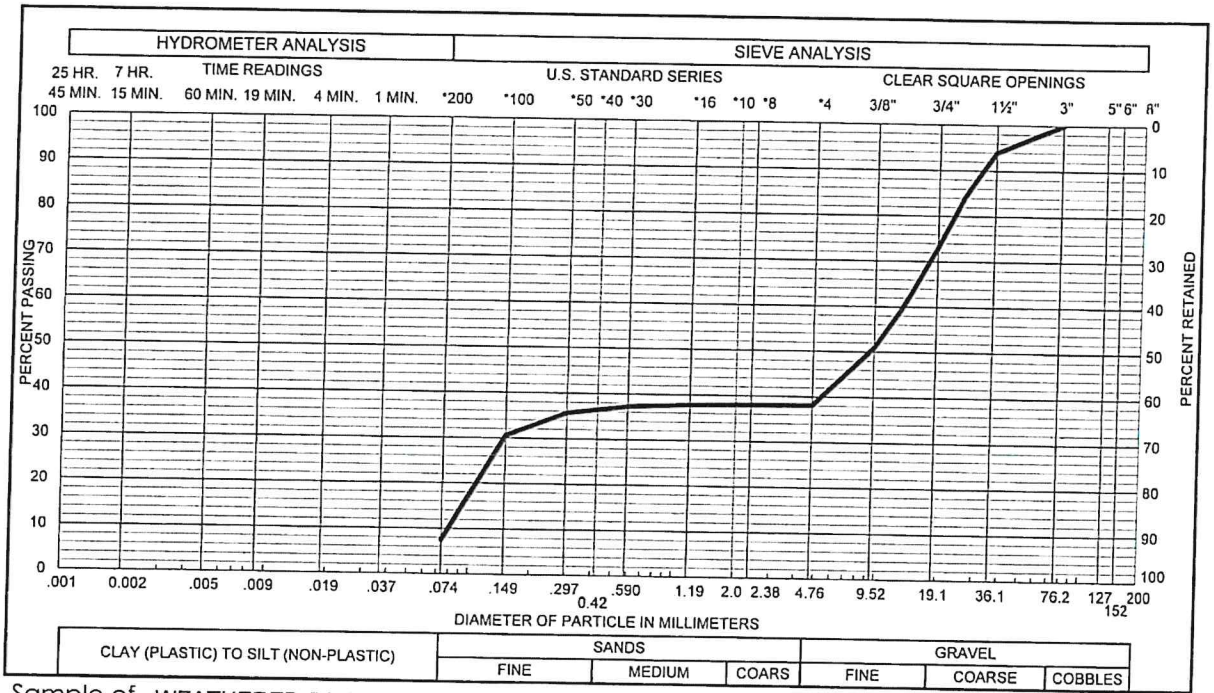
DRY UNIT WEIGHT= 103 PCF

MOISTURE CONTENT= 20.8 %

MB MT ACQUISITION, LLC
CONDO UNIT 5 LEES POOL
PROJECT NO. MT01002.000-125

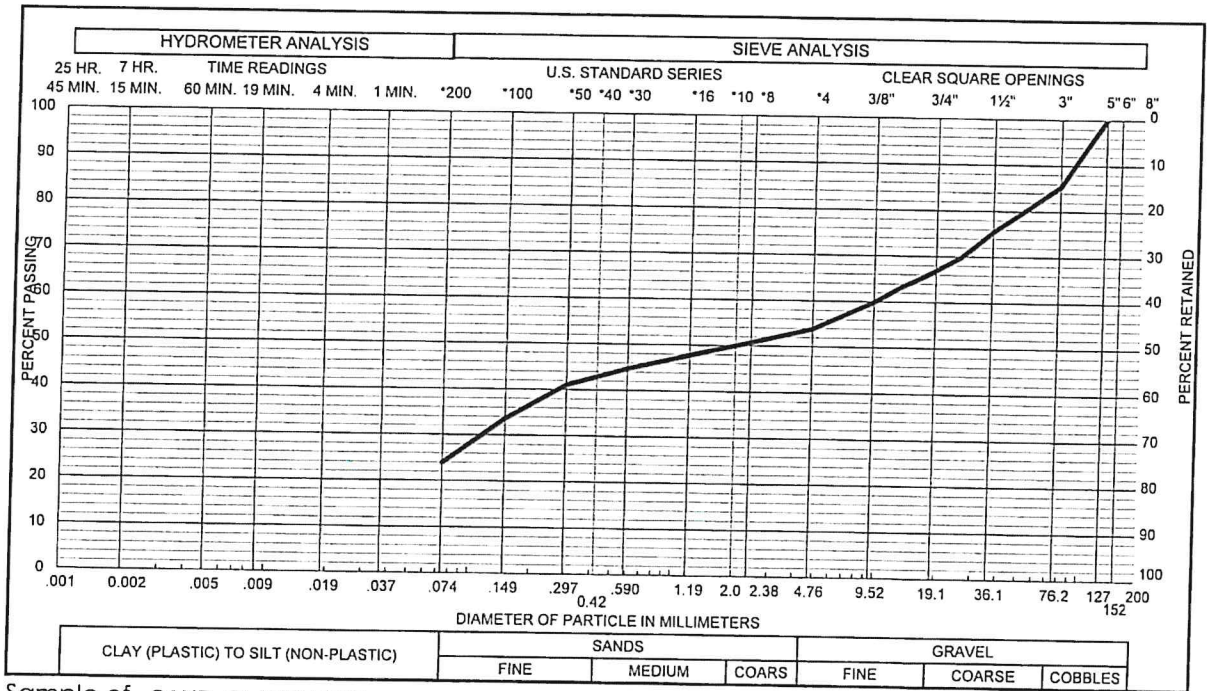
Swell Consolidation Test Results

FIG. 3



Sample of WEATHERED SANDSTONE
From TP - 18 AT 5 FEET

GRAVEL	62 %	SAND	30 %
SILT & CLAY	8 %	LIQUID LIMIT	23 %
PLASTICITY INDEX			4 %



Sample of SAND, CLAYEY (SC)
From TP - 20 AT 6 FEET

GRAVEL	46 %	SAND	30 %
SILT & CLAY	24 %	LIQUID LIMIT	%
PLASTICITY INDEX			%

MB MT ACQUISITION, LLC
LEE'S POOL DEVELOPMENT AREA
PROJECT NO. MT01002.000-145

Gradation Test Results

FIG.4

TABLE I

SUMMARY OF LABORATORY TESTING
PROJECT NO. MT01002.000-125

EXPLORATORY BORING	DEPTH (FEET)	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	*SWELL TEST RESULTS (%)	ATTERBERG LIMITS		SOLUBLE SULFATES (%)	PERCENT GRAVEL (%)	PERCENT SAND (%)	PASSING NO. 200 SIEVE (%)	DESCRIPTION
					LIQUID LIMIT (%)	PLASTICITY INDEX (%)					
TP-20	6	7.2					0.000	46	30	24	SAND, CLAYEY (SC)
TP-20	9	18.7			38	24				66	CLAY, SANDY (CL)
TP-21	3	5.0					0.000	11	25	64	CLAY, SANDY (CL)
TP-21	7	20.8	103	1.3							CLAY, SANDY (CL)
TP-21	10	1.9			22	6				49	CLAY, SILTY (CL-ML)

* SWELL MEASURED WHEN WETTED UNDER 1000 PSF APPLIED PRESSURE.
NEGATIVE VALUE INDICATES COMPRESSION.

CTL | THOMPSON
INCORPORATED

GEOTECHNICAL ENGINEERING INVESTIGATION
LEE'S POOL RESIDENTIAL BUILDINGS
MOONLIGHT BASIN
MADISON COUNTY, MONTANA

Prepared For:

MB MT ACQUISITIONS, LLC
P.O. Box 160040
Big Sky, MT 59715

Attention: Andrew Allen
Project Manager

Project No. MT01002.000-125

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SCOPE

This report presents geotechnical engineering recommendations for three residences to be constructed at the Lee's Pool Development, Moonlight Basin in Madison County, Montana. This report was prepared from data developed from our field explorations, laboratory testing, engineering analysis, and our experience with similar conditions. Our report includes a description of the subsurface conditions encountered in our exploratory pits, discussion of the anticipated construction and our geotechnical engineering recommendations for excavation, building foundations and floor systems, and below-grade construction. This report was developed based on our understanding of the construction proposed at this writing. We should be provided with revised plans as they are developed so that we can provide geotechnical/geostructural engineering input.

PREVIOUS STUDIES

A geotechnical reconnaissance report for the Lee's Pool Area Development was prepared by Terracon Consultants, Inc. and provided to MB MT Acquisition, LLC in 2016. In that report, the three residence sites are located within areas referenced as Old Cluster "R" and Old Cluster "Q" which were determined to be favorable for development. John Mechling, P.E., of CTL/Thompson, Inc. performed a site reconnaissance with the Terracon geologist who prepared the 2016 report to check that the previous geologic hazard classification is appropriate.

SITE CONDITIONS

The three residences addressed by this report will be constructed south of two ponds collectively known as Lee's Pool and east of the proposed ski lodge

site. A vicinity map with the location of the site is shown on Figure 1. The currently-planned Lee's Pool development plan is shown on Figure 2. The three residences are planned south of a ridgeline that drops steeply down toward the north and Lee's Pool. The area of the residences is shown on Figure 3. The ground surface at the residence sites generally slopes down to the south and southwest at about 5 to 10 percent. The site is forested with moderately dense, mature trees with grass and undergrowth.

PROPOSED CONSTRUCTION

Plans for the residences were not developed at this writing. We expect two-story buildings with walk-out basement levels below. The approximate elevation of existing ground surface at each of the proposed residences (designated as A, B and C) is listed on Table 1 below. The approximate building corners of Building A are at the TP-14 and TP-15 locations. Buildings B and C are at the TP-16 and TP-17 and TP-18 and TP-19 locations, respectively. These elevations were interpolated from the survey data provided to us. We expect the lower levels of the residences will be constructed as walk-out basements. Therefore, we anticipate the excavation depths, excavation elevations and depths on the table. These excavation depths include sub excavation for an 8 to 12-inch drain layer and a 2-foot thickness of structural fill.

Table 1 – Anticipated Excavation Depths

Residence	Existing Ground Surface Elevation	Bottom of Excavation Elevation	Maximum Excavation Depth
A	7365 to 7370 feet	7362 feet	8 feet
B	7365 to 7373 feet	7362 feet	11 feet
C	7368 to 7375 feet	7365 feet	11 feet

Based on the anticipated building excavation depths our field and laboratory data, soils at foundation elevations are heterogeneous with variable support characteristics. To provide similar foundation support characteristics below the entirety of each building footprint, and to reduce the risk of differential foundation movement, we recommend buildings be constructed on reinforced concrete mat foundations that are supported on granular structural fill. As construction plans are further developed, we should be informed so that we can provide geotechnical/geostructural engineering input.

SUBSURFACE CONDITIONS

CTL/Thompson, Inc. investigated subsurface conditions below the three proposed residence sites by directing excavation of six exploratory pits (TP-14 through TP-19) at the locations shown on Figures 2 and 3. The locations of the pits are at building corners and were chosen by CTL/Thompson, Inc. The locations and elevations of the exploratory pits were subsequently staked in the field by the civil engineer. Exploratory pits were excavated with a trackhoe on August 29 and 30, 2019. Field exploration operations were directed by our representative, who logged the subsoils encountered in the pits and obtained samples for testing. Graphic logs of subsurface conditions found in our exploratory pits are shown on Figure 4.

Subsoils encountered in our exploratory pits consisted of nil to 6 inches of sandy clay "topsoil" underlain by glacial till deposits consisting of sandy to gravelly clay and clayey sand and gravel with cobbles. In several pits we found layers of clay that were several feet thick with minimal gravel. We encountered weathered to competent sandstone bedrock in TP-18. The backhoe could not penetrate more than about 1.5 feet into the sandstone. Observations during exploratory excavation indicated the clay was medium stiff to stiff and the sand and gravel were loose to medium dense. The sandstone bedrock was hard to very

hard. Photographs of conditions exposed in our exploratory pits are shown in Appendix A. PVC pipe was placed in pits prior to backfilling to facilitate future groundwater checks.

Laboratory Testing

Photographs of the subsoil samples obtained from our exploratory pits are included as Appendix B. Laboratory testing on the samples included moisture content, dry density, Atterberg limits, water soluble sulfates, and gradation analysis. Atterberg limits on six samples indicated liquid limits of 28 to 41 percent and plastic indices ranging from 14 to 27 percent. Gradation testing on three samples determined 42 to 62 percent gravel, 9 or 30 percent sand, and 8 to 58 percent silt and clay-sized particles (passing the No. 200 sieve). Gradation test results are not inclusive of rocks with sizes greater than about 5 inches, which are present within the in-situ soils. Laboratory test results are included as Appendix C and summarized on Table C-I.

EXCAVATION AND EARTHWORK

We anticipate that most of the excavation to construct the three subject residences can be accomplished using conventional, heavy-duty excavation equipment. Hard sandstone bedrock could require the use of a pneumatic hammer attachment on a trackhoe. Excavations should be made after groundwater has receded from seasonal high levels related to snowmelt. Water levels should be monitored in the PVC pipes installed in our exploratory pits. We believe groundwater will be present on the surface of bedrock encountered in excavations during time of snowmelt. Excavations should be sloped to a gravity discharge or to a temporary sump where water from precipitation and/or seepage can be removed by pumping. Water levels in PVC pipe installed in test pits

should be checked prior to the start of excavation. Permanent dewatering is discussed in the SUBSURFACE DRAINAGE section.

Structural fill may be required to raise existing grades below some areas of the buildings. The existing ground should be stripped of vegetation and most organic material and proof-rolled to check for soft or deflecting areas. Soft deflecting areas should be stabilized with rock with diameter of approximately 4 to 8 inches. The excavated soils, free of rocks larger than 3 inches in diameter, organic matter, and debris can be used as structural fill below the recommended drainage layers. Clay soils should not be used as fill. If desired, an aggregate base course or pit run material can be imported for use as structural fill. Recommendations for structural fill above the drainage layers is provided in Sub-Excavation for Drainage Layer and Structural Fill.

Excavation Retention

The potential for slumping and sloughing of excavation sides needs to be mitigated. Such techniques include laying back the excavation sides to stable temporary slopes and/or installing earth retention systems. The specific mitigation will depend on case-by-case analyses. From a trench stability standpoint, we anticipate the soils in the excavations will classify as either Type B or Type C, based on OSHA criteria. Type B soils require temporary slopes no steeper than 1 to 1 (horizontal to vertical), Type C require temporary slopes no steeper than 1.5 to 1 above groundwater. Sandstone bedrock would likely classify as stable rock. Installation of earth retention systems allows near vertical excavation faces, which reduces the disturbance area and volume of backfill. This would also reduce the amount of backfill adjacent to building foundations. Earth retention systems to construct the buildings could likely utilize soil nails and/or micropiles. CTL/Thompson, Inc. can provide designs for excavation retention systems, if re-

quested. We anticipate the earth retention system will be installed by a specialty shoring subcontractor.

Sub-Excavation for Drainage Layer and Structural Fill

The glacial till deposits at the site are heterogenous. To provide similar support characteristics below the entire building footprint, we recommend subexcavation of the natural soils and replacement with a drainage layer and densely-compacted, structural fill. Sub-excavation to depths of about 3 feet below the bottom of the basement slabs will be required. An approximately 12-inch thick drainage layer consisting of a screened rock and a PVC pipe drain network wrapped in a geotextile fabric should be installed on the surface of the subexcavated areas. A minimum 2-feet thick layer of densely-compacted, granular structural fill should be placed above the drainage layer.

Structural fill below the buildings should be placed in loose lifts of 8 inches thick or less and moisture-conditioned to within 2 percent of optimum moisture content. We recommend that structural fill above the drainage layer consist of a ¾-inch aggregate base course material. Structural fill should be compacted to at least 98 percent of standard Proctor (ASTM D 698) maximum dry density. Moisture content and density of structural fill should be checked by a representative of our firm during placement. Observation of the compaction procedure is necessary.

BUILDING FOUNDATIONS AND FLOORS

The natural soils at the anticipated foundation elevation at this site are glacial till. These deposits are a heterogeneous mix of gravel, sand, and clay

that are not sorted or stratified. Based on the anticipated building excavation depth and our field and laboratory data, soils at foundation elevations are heterogeneous with variable support characteristics. To provide similar support conditions below the entirety of each building footprint, and to reduce the risk of differential foundation movement, we recommend buildings be constructed on reinforced concrete mat foundations that are supported on a minimum 2-feet thick layer of granular, structural fill. The structural fill should be placed on a rock drainage layer. Recommendations for subexcavation and structural fill are in the Sub-Excavation For Drainage Layer and Structural Fill section.

Reinforced concrete mat foundations are integrated with floors and foundation walls. Design and construction criteria for reinforced concrete mat foundations are below. Mat foundations utilizing the following criteria have been designed and installed within the Spanish Peaks development. Design and cost information from those foundation installations may be available.

Reinforced Concrete Mat Foundation

1. Reinforced concrete mat foundations should be constructed on a minimum 2-foot thickness of densely-compacted granular structural fill.

2. The mat foundation should be designed for a maximum allowable soil pressure of 2,500 psf for dead load plus live load and 3,300 psf for total loads including wind or seismic. Stiffening members such as thickened sections for interior wall and column support will likely be needed.

3. Mats should be at least 18-inches thick. The mat should be heavily reinforced and preferably in a single monolithic configuration to help maintain its integrity in the event of ground movement. The mat should be sufficiently stiff to span 10 feet in the center and a 5 feet cantilever along the edges.

4. Modulus of subgrade reaction (K_s) is normally used for mat foundation design. The modulus of subgrade reaction is dependent upon the compressibility of the foundation soils and the size (or effective loaded area) of the

foundation. If the entire mat foundation is uniformly loaded, then a K_s value of 120 pci is recommended. A friction coefficient of 0.45 can be used for lateral resistant between concrete and granular structural fill or on natural granular soils.

5. Lateral loads can be resolved by evaluating passive resistance using an equivalent fluid density of 300 pcf for the granular structural fill or natural granular soils, provided the backfill is compacted and is not removed. A moist unit weight of 125 pcf can be assumed for backfill soils. These values have not been factored; appropriate factors of safety should be applied in design.

6. Soils beneath the foundation must be protected from freezing. We recommend the perimeter of mat be at least 4 feet deep. Local code or experience may dictate deeper perimeter edges.

BELOW-GRADE CONSTRUCTION

Many factors affect the value of the design lateral earth pressure on below-grade walls that will retain earth. These factors include, but are not limited to, the type, compaction, slope and drainage of the backfill, and the rigidity of the wall against rotation and deflection. For a very rigid wall where negligible or very little deflection will occur, an "at-rest" lateral earth pressure should be used in design. For walls that can deflect or rotate at least 0.5 percent of the wall height (depending upon the backfill types), a lower "active" lateral earth pressure may be appropriate. Our experience indicates typical below-grade walls in residences can deflect or rotate slightly under normal design loads, and that this deflection typically does not affect the structural integrity of the walls. Thus, the earth pressure on typical below-grade walls is between the "active" and "at-rest" conditions.

If the on-site soils are used as backfill and the backfill is not saturated, we recommend design of below-grade walls at this site using an equivalent fluid density of at least 50 pcf. This value assumes deflection; some minor cracking of

walls may occur. If very little wall deflection is desired, a higher design value of 60 pcf, that approaches the "at rest" condition is appropriate.

An "active" earth pressure value of 40 pcf would be reasonable for site earth retaining walls separate from the buildings, provided wall deflection and/or rotation is sufficient to develop this condition. A passive earth pressure calculated with an equivalent fluid pressure of 315 pcf is appropriate. Accounting for passive earth pressure is appropriate only if the soils in front of the foundation walls are not excavated in the future.

Foundation Wall Backfill

Proper placement and compaction of foundation backfill is important to reduce infiltration of surface water and settlement of backfill. However, compaction of the backfill soils adjacent to concrete walls may result in cracking of the walls. The potential for cracking can vary widely based on many factors including the degree of compaction achieved, the weight and type of compaction equipment utilized, the structural design of the wall, the strength of the concrete at the time of backfill compaction, and the presence of temporary or permanent bracing.

The natural soils excavated at the site can be used as backfill, provided they are free of rocks larger than 3-inches in diameter, organics, and debris. Backfill should be placed in loose lifts of approximately 8 to 10-inches thick or less, moisture-conditioned to within 2 percent of optimum moisture content, and compacted. We recommend backfill soils be compacted to 95 percent of maximum standard Proctor (ASTM D 698) dry density.

Moisture content and density of the backfill should be checked during placement. Observation of the compaction procedure is necessary. Testing without observation can lead to undesirable performance. Backfill that will sup-

port exterior slabs requires strict adherence to specifications. Even well-placed backfill will settle 0.5 to 1 percent of total backfill thickness.

SUBSURFACE DRAINAGE

Groundwater will rise, and local perched groundwater can develop during times of heavy precipitation, especially during seasonal snowmelt and runoff. Frozen ground during spring runoff can also create a perched condition. We recommend that below-grade areas be protected from wetting and hydrostatic pressures by installation of subsurface drain systems.

We recommend an exterior foundation drain be installed around the perimeter of below-grade areas of the buildings, as well as adjacent to below-grade interior foundation walls where the foundation steps. Foundation drains collect surface water that infiltrates backfill soils. The exterior foundation drain should consist of 4-inch diameter, rigid slotted PVC pipe encased in free draining gravel. A prefabricated drainage composite should be placed adjacent to the foundation walls. Care should be taken during backfill operations to prevent damage to drainage composites. Drains should lead to gravity outlets where water can be removed by pumping. Gravity outlets should be protected from clogging and freezing. Drain outlets should be checked at least twice each year to verify they are not blocked.

The basement lower levels of the residences need to be protected from potential rise of groundwater. Installation of an approximately 12-inch thick drainage layer is recommended below the structural fill that will support reinforced concrete mat foundations. The drain layer should include a 4-inch diameter, slotted, PVC pipe installed on 8 to 10-foot centers and imbedded in the washed gravel. The pipes should convey water to perimeter drain collector pipes. Water collected should be discharged to a positive gravity outlet. A geotextile fabric

should be used as a separator between the washed rock and the overlying structural fill. The subsurface drain concept is shown on Figure 5.

CONCRETE

Concrete in contact with soil can be subject to sulfate attack. We measured water-soluble sulfate concentrations of 0.0 to 0.01 percent in three samples of the subsoils from this site. Sulfate concentrations less than 0.1 percent indicate Class 0 exposure to sulfate attack for concrete in contact with the subsoils, according to the American Concrete Institute (ACI) *Guide To Durable Concrete (ACI 201.2R-01)*. For this level of sulfate concentration, ACI indicates any type of cement can be used for concrete in contact with the subsoils.

In our experience, superficial damage may occur to the exposed surfaces of highly permeable concrete, even though sulfate levels are relatively low. To control this risk and to resist freeze-thaw deterioration, the water-to-cementitious material ratio should not exceed 0.50 for concrete in contact with soils that are likely to stay moist due to surface drainage or high-water tables. Concrete should have a total air content of 6% $\pm$ 1.5%. We recommend all walls in contact with the subsoils be damp-proofed.

SURFACE DRAINAGE

Surface drainage is critical to the performance of foundations, floor slabs, and concrete flatwork. Positive drainage away from foundations and avoidance of irrigation near foundations also help to avoid excessive wetting of backfill soils, which can lead to increased backfill settlement and possibly to higher lateral earth pressures, due to increased weight and reduced strength of the backfill. We recommend the following precautions.

1. The ground surface of landscaped areas surrounding the exterior of the residences should be sloped to drain away from the buildings in all directions. We recommend a minimum constructed slope of at least 12 inches in the first 10 feet (10 percent) in landscaped areas, where practical.

2. Roof downspouts and drains should discharge well beyond the limits of all backfill. Splash blocks and/or extensions should be provided at all downspouts so water discharges onto the ground beyond the backfill. We generally recommend against burial of downspout discharge. Where it is necessary to bury downspout discharge, solid, rigid pipe should be used to slope an open gravity outlet.

3. Irrigation should be limited to the minimum amount sufficient to maintain vegetation. Plants placed close to foundation walls should be limited to those with low moisture requirements. Irrigated grass should not be located within 5 feet of the foundation. Sprinklers should not discharge within 5 feet of foundations. Plastic sheeting should not be placed beneath landscaped areas adjacent to foundation walls or grade beams. Geotextile fabric will inhibit weed growth yet still allow natural evaporation to occur.

GEOTECHNICAL RISK

The concept of risk is an important aspect of any geotechnical evaluation. The primary reason for this is that the analytical methods used to develop geotechnical recommendations do not comprise an exact science. The analytical tools which geotechnical engineers use are generally empirical and must be tempered by engineering judgment and experience. Therefore, the solutions or recommendations presented in any geotechnical evaluation should not be considered risk-free and, more importantly, are not a guarantee that the interaction between the soils and the proposed structure will perform as desired or intended. What the engineering recommendations presented in the preceding sections do constitute is our estimate, based on the information generated during this and

previous evaluations and our experience in working with these conditions, of those measures that are necessary to help the buildings perform satisfactorily.

This report was prepared for the exclusive use of MB MT Acquisitions, LLC for the purpose of providing geotechnical design and construction criteria for the buildings. The information, conclusions, and recommendations presented herein are based upon consideration of many factors including, but not limited to, the type of structures proposed, the geologic setting, and the subsurface conditions encountered. The conclusions and recommendations contained in the report are not valid for use by others. Standards of practice continuously change in the area of geotechnical engineering. The recommendations provided in this report are appropriate for three years. If the proposed project is not constructed within three years, or if construction plans change, we should be contacted to determine if we should update this report.

CONSTRUCTION OBSERVATIONS

We recommend that CTL | Thompson, Inc. be retained to provide construction observation and materials testing services. This would allow us the opportunity to verify whether soil conditions are consistent with those found during this investigation. If others perform these observations, they must accept responsibility to judge whether the recommendations in this report remain appropriate. It is also beneficial to projects, from economic and practical standpoints, when there is continuity between engineering consultation and the construction observation and materials testing phases.

STRUCTURAL ENGINEERING SERVICES

CTL | Thompson, Inc. is a full-service geotechnical, structural, materials, and environmental engineering firm. Our services include preparation of struc-

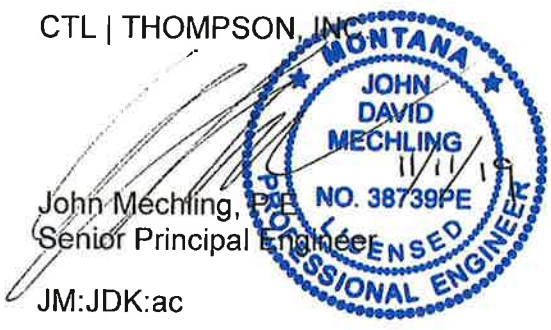
tural framing and foundation plans for buildings, as well as design or earth retaining walls and earth retention systems. In our experience, CTL | Thompson, Inc. provides value to project from schedule and economic standpoints, due to our multi-disciplinary engineering expertise and experience. For future projects, we would like to be on your list of firms that receive requests for proposals for structural engineering services.

LIMITATIONS

The exploratory pits excavated for our geotechnical investigation provide a reasonably accurate picture of subsurface conditions at the three proposed residence locations. Variations in the subsurface conditions not indicated by the pits will occur. We should be provided with construction plans as they are further developed so we can provide geotechnical/geostructural engineering input.

This investigation was conducted in a manner consistent with that level of care and skill ordinarily exercised by geotechnical engineers currently practicing under similar conditions in the locality of this project. No warranty, express or implied, is made. If we can be of further service in discussing the contents of this report, please call.

CTL | THOMPSON, INC.



John Mechling, P.E.
Senior Principal Engineer

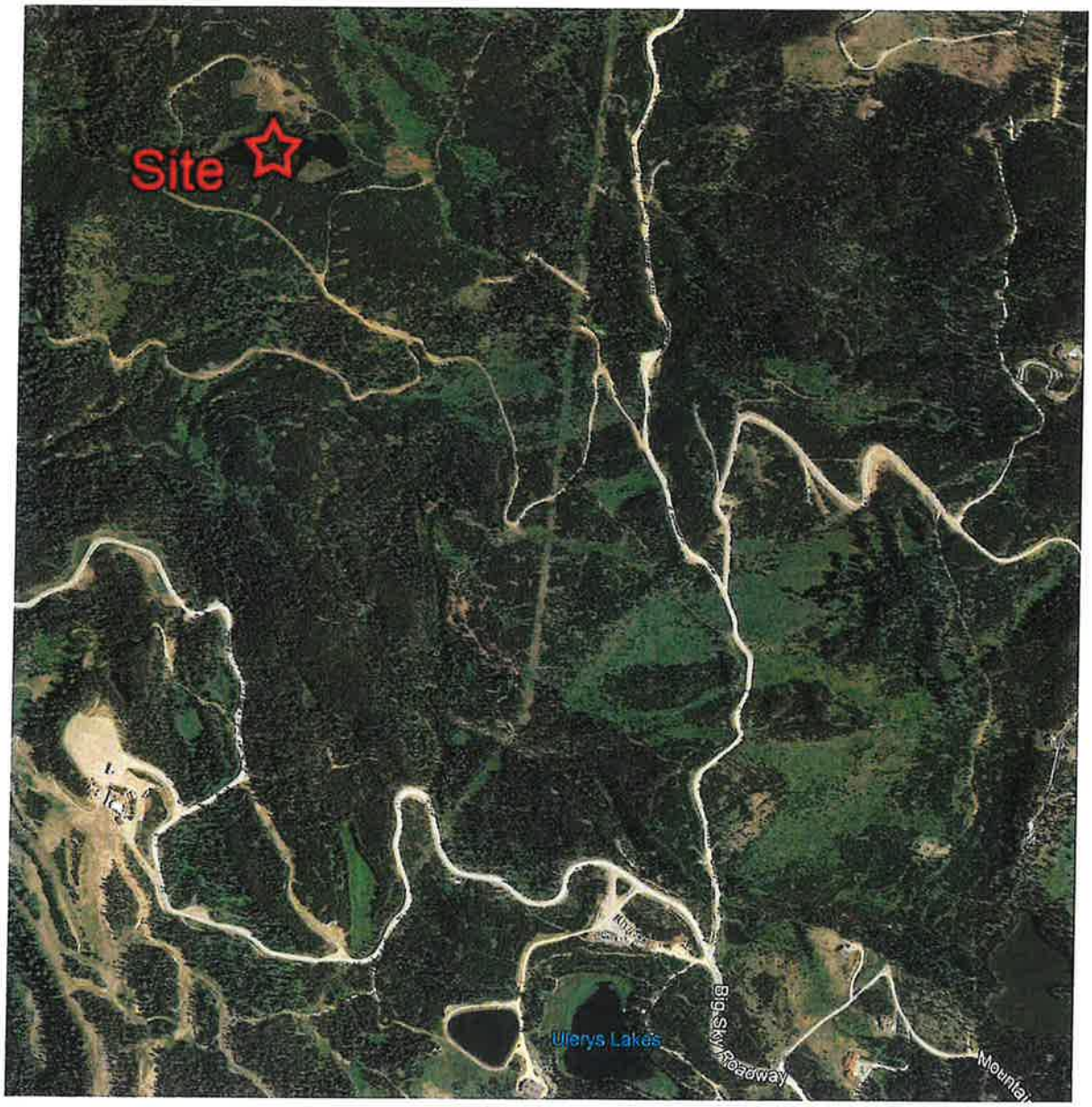
JM:JDK:ac

cc: Via email to aallen@lonemountainland.com

Reviewed By:

James D. Kellogg, P.E.
Division Manager

SCALE: 1" = 1,000'



Vicinity Map

MB MT Acquisition, LLC
Lee's Pool Residential Buildings

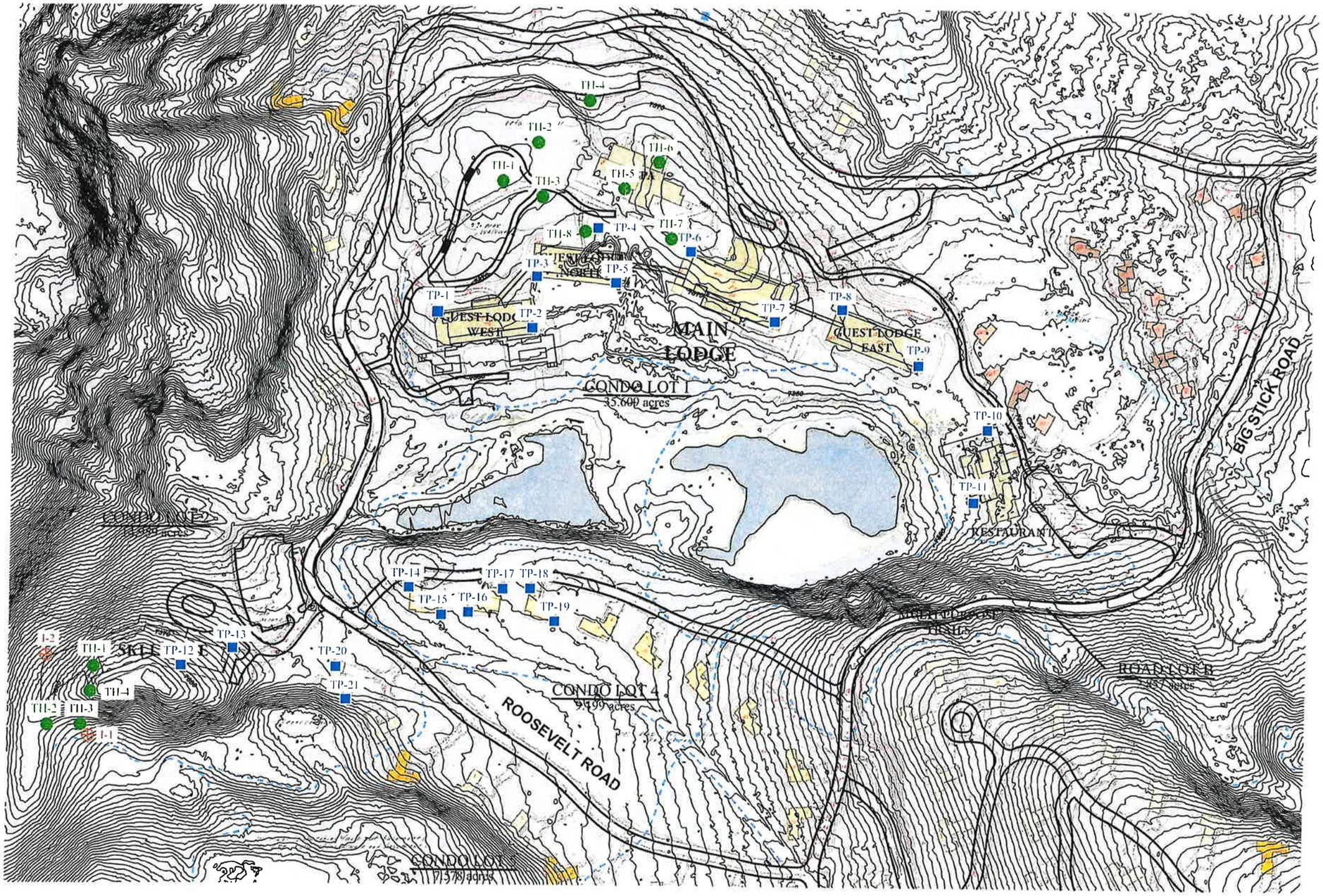
Project No. MT01002.000-125

Fig. 1

SCALE: 1" = 200'

LEGEND:

- TH-1 — **APPROXIMATE LOCATION OF EXPLORATORY BORING.**
- TP-1 — **APPROXIMATE LOCATION OF EXPLORATORY PIT.**
- I-1 — **APPROXIMATE LOCATION OF INCLINOMETER.**



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Lee's Pool Residential Buildings

Project No. MT01002.000-125

Development Plan

Fig. 2

MT01002.000 10/6/19 JKF

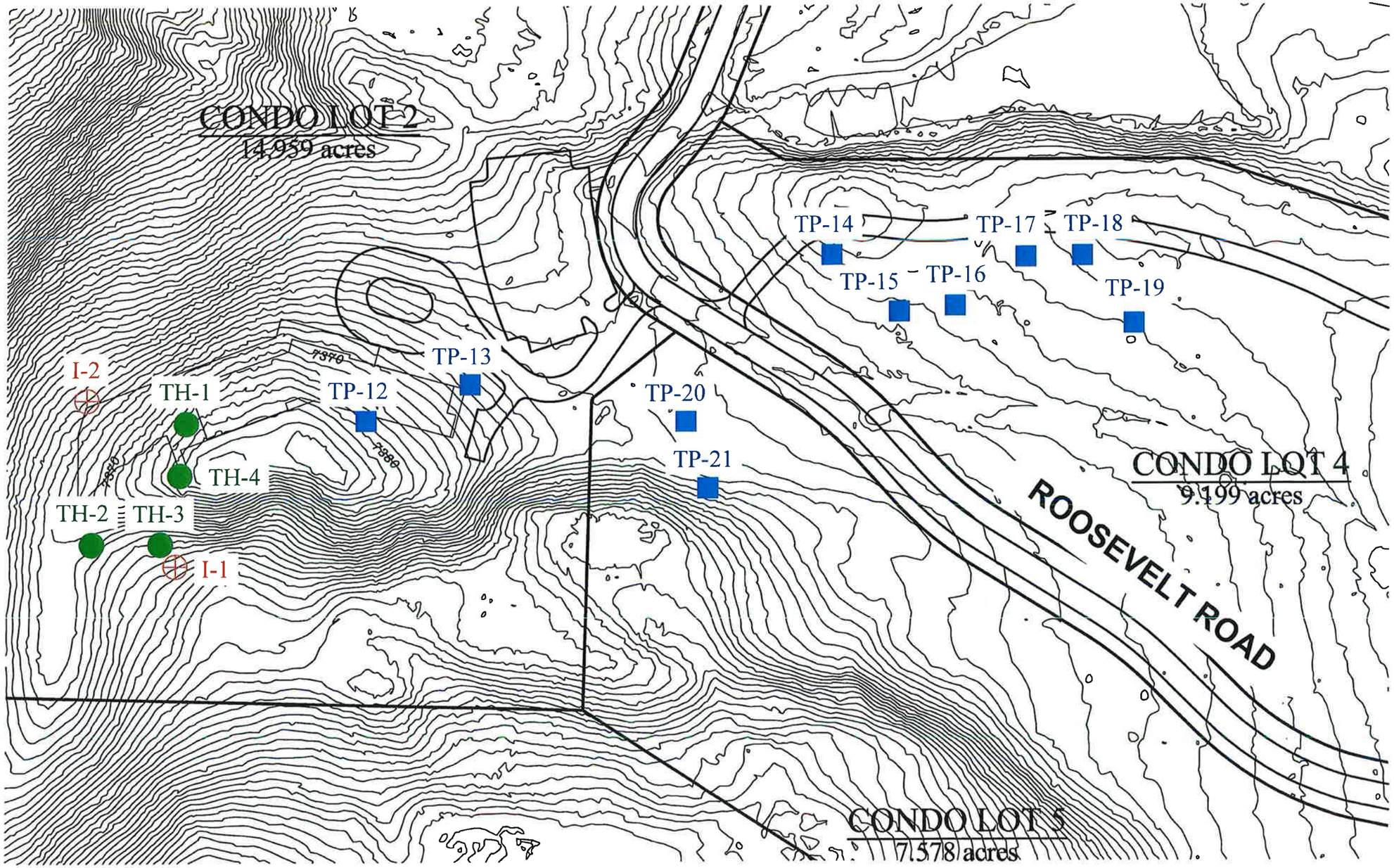
SCALE: 1" = 100'

LEGEND:

TH-1 — **APPROXIMATE LOCATION OF EXPLORATORY BORING.**

TP-1 — **APPROXIMATE LOCATION OF EXPLORATORY PIT.**

I-1 — **APPROXIMATE LOCATION OF INCLINOMETER.**



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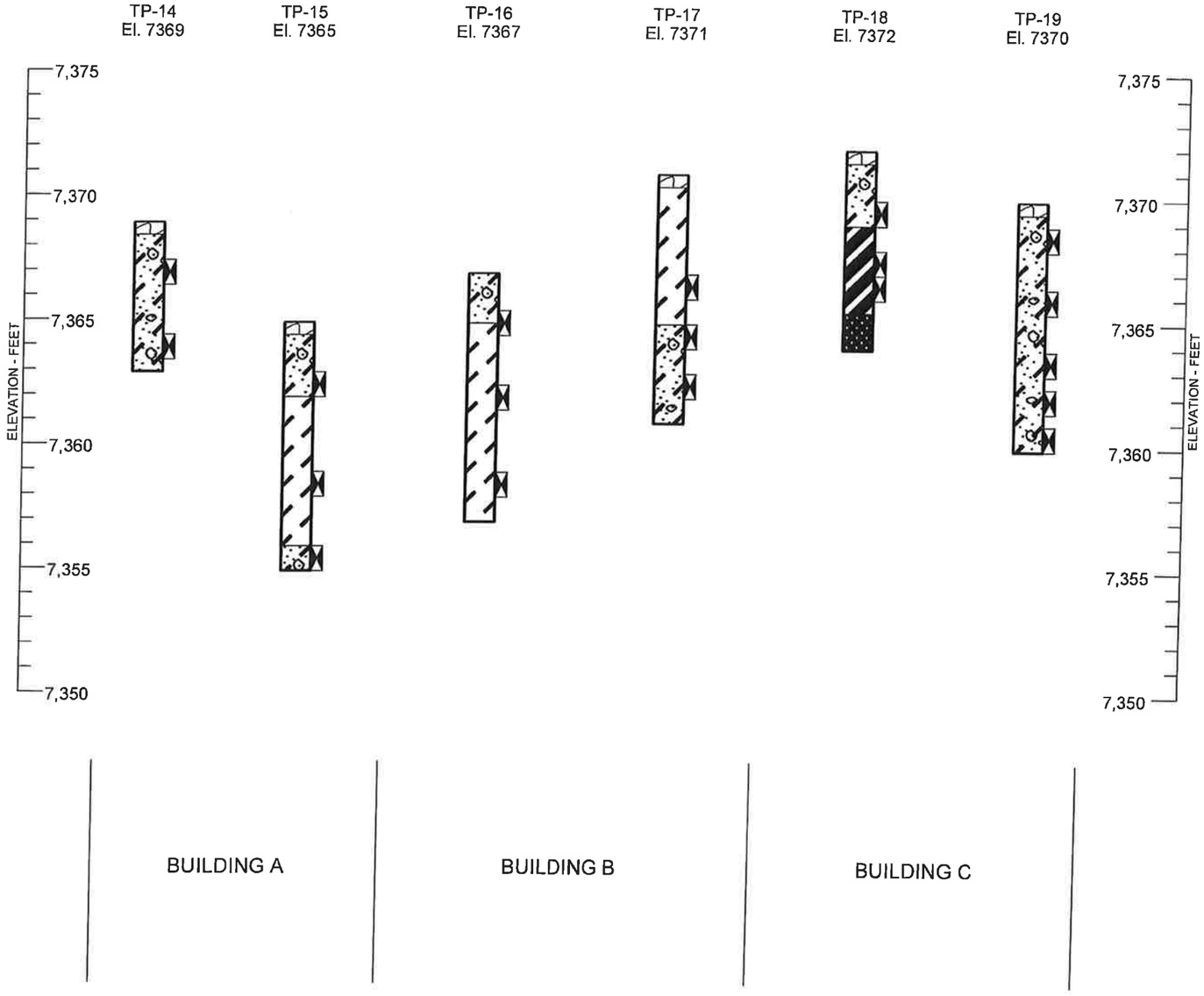
Lee's Pool Residential Buildings

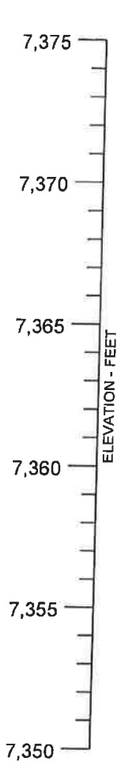
Project No. MT01002.000-125

Area of Residences

Fig. 3

MT01004.000 10/6/19 JDK





LEGEND:

- TOPSOIL, CLAY, SANDY, ORGANICS, MOIST, BROWN.
- CLAY, SANDY WITH GRAVEL, MEDIUM STIFF TO STIFF, SLIGHTLY MOIST TO MOIST, BROWN, RUST, TAN. (CL, SC)
- SAND, GRAVEL, CLAYEY, SCATTERED COBBLES, LOOSE TO MEDIUM DENSE, SLIGHTLY MOIST TO MOIST, BROWN, TAN. (SC, GC)
- WEATHERED SANDSTONE, MEDIUM HARD, MOIST, TAN.
- SANDSTONE, HARD TO VERY HARD, TAN.
- BULK SAMPLE FROM EXCAVATED SOILS.
- PRACTICAL DRILL REFUSAL.

NOTES:

1. EXPLORATORY PITS WERE EXCAVATED WITH A TRACKHOE ON AUGUST 29 AND 30, 2019.
2. GROUNDWATER WAS NOT FOUND IN OUR EXPLORATORY PITS AT THE TIME OF EXCAVATION. PITS WERE WERE PIPED WITH PVC TO ALLOW FUTURE CHECKS OF GROUNDWATER. PITS WERE BACKFILLED IMMEDIATELY AFTER EXCAVATION OPERATIONS WERE COMPLETED.
3. LOCATIONS OF EXPLORATORY PITS WERE CHOSEN BY CTL THOMPSON. LOCATIONS AND SURFACE ELEVATIONS OF EXPLORATORY PITS WERE STAKED IN THE FIELD BY THE CIVIL ENGINEER.
4. EXPLORATORY PITS AND BORINGS ARE SUBJECT TO THE EXPLANATIONS, LIMITATIONS AND CONCLUSIONS CONTAINED IN THIS REPORT.

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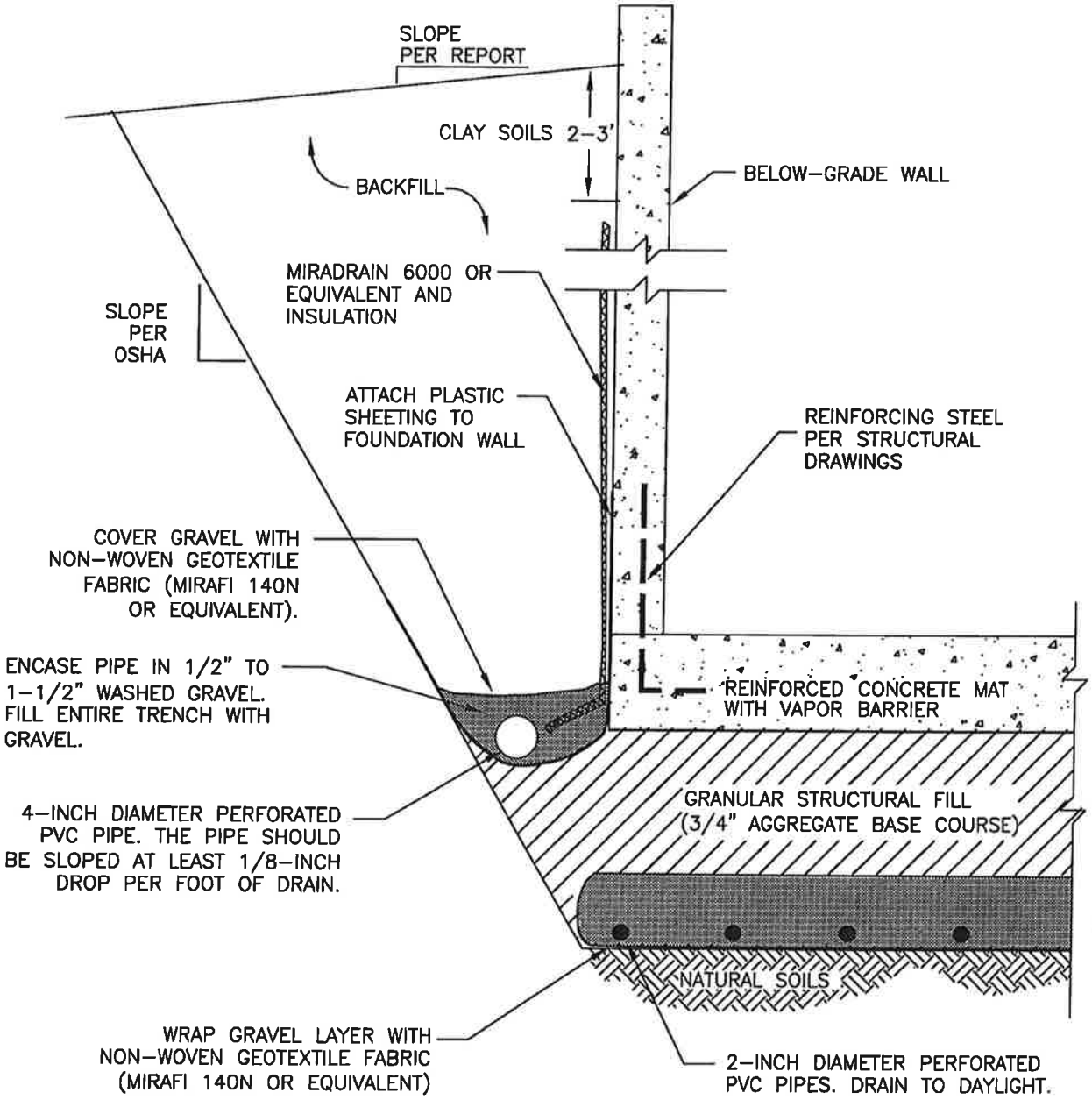
SUMMARY LOGS OF EXPLORATORY PITS

FIG. 4



Subsurface Drain Concept

MB MT Acquisitions, LLC
Lee's Pool Residential Buildings
Project No. MT01002.000-125

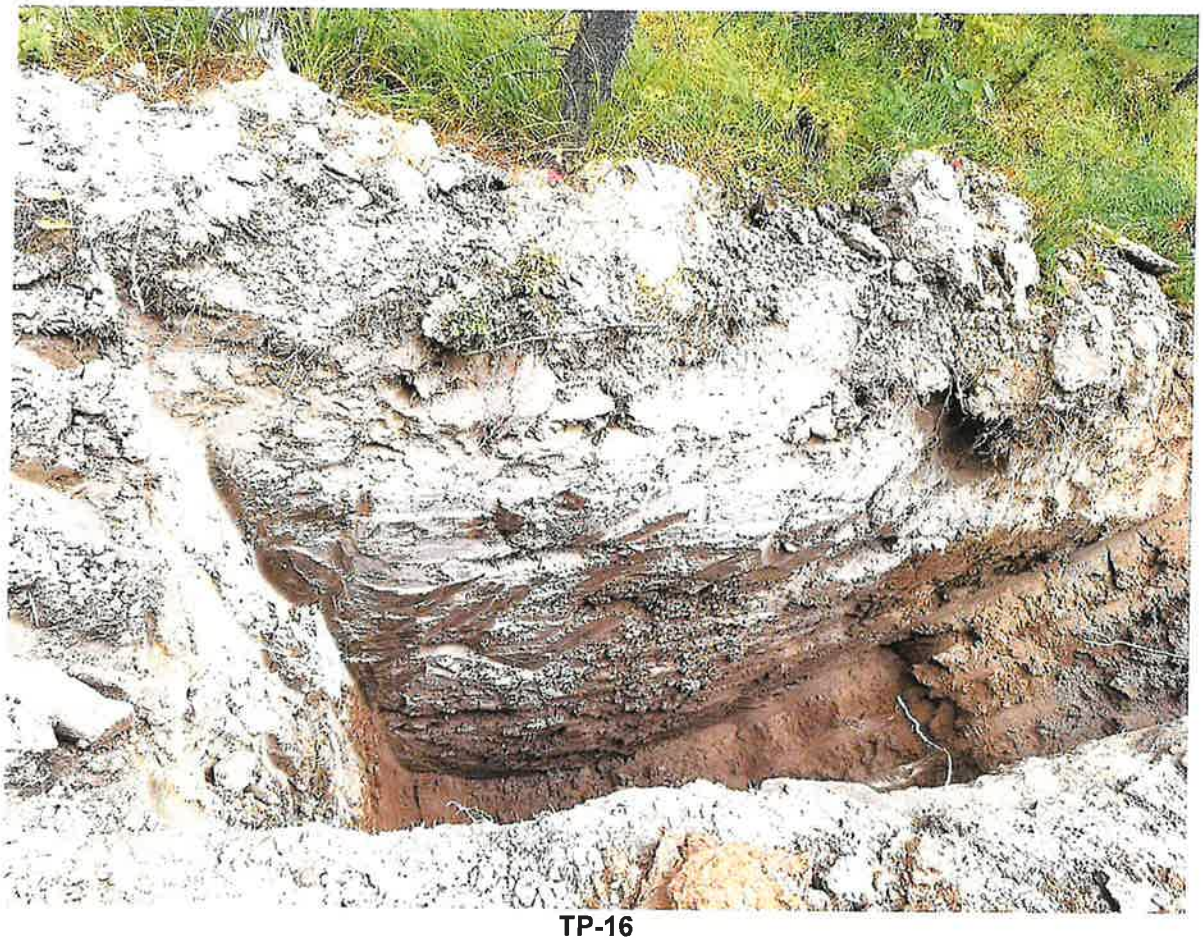
Fig. 5

APPENDIX A

PHOTOGRAPHS OF EXPLORATORY PITS

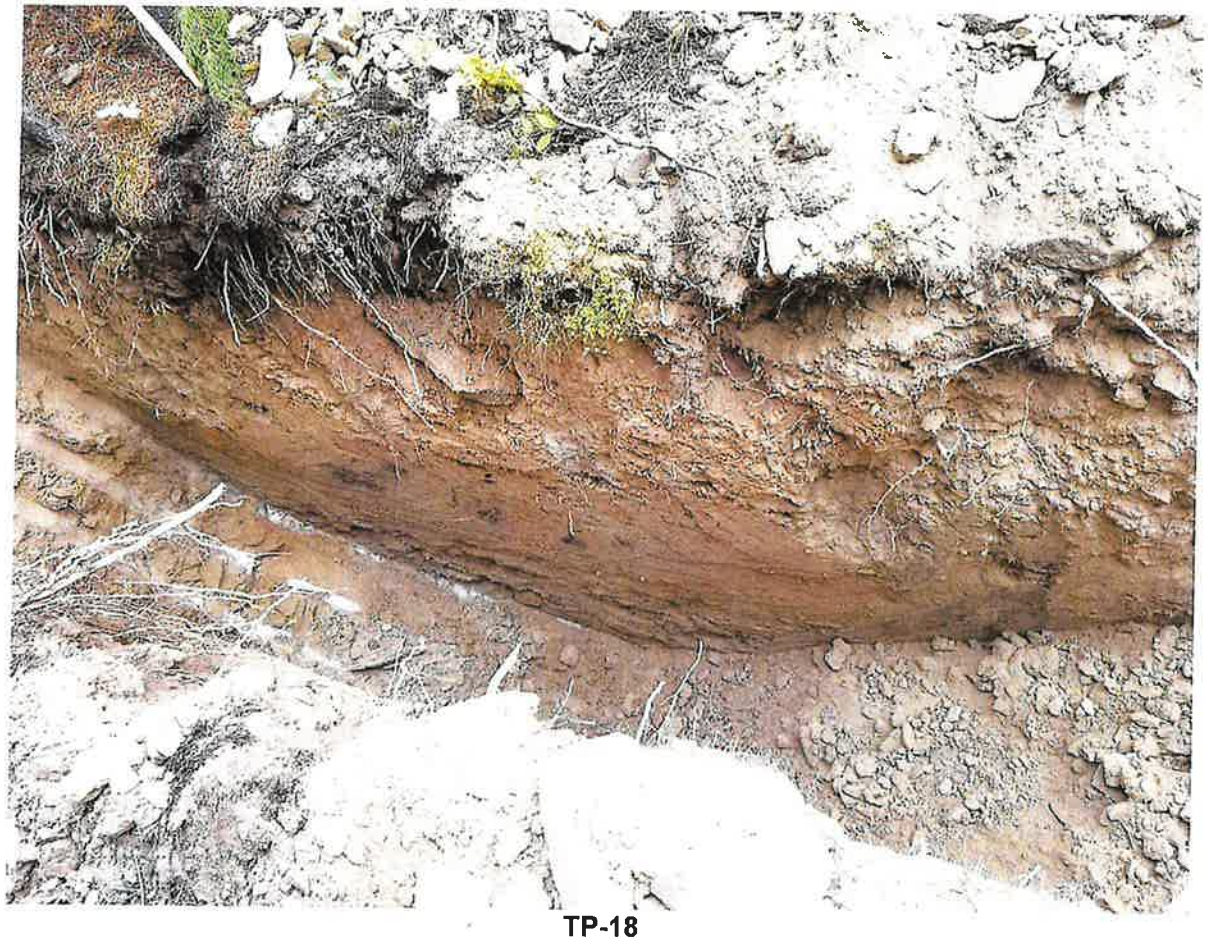
TP-14

TP-15



TP-16

TP-17



TP-18

TP-19

APPENDIX B

PHOTOGRAPHS OF SUBSOIL SAMPLES

TP-14 at 1.5 feet

TP-14 at 4.5 feet

TP-15 at 2 feet

TP-15 at 6 feet

TP-15 at 9 feet

TP-16 at 1.5, 4.5 and 8 feet

TP-17 at 4 feet

TP-17 at 6 feet

TP-17 at 8 feet

TP-18 at 2 feet

TP-18 at 4 feet

TP-18 at 5 feet

TP-19 at 3.5 feet

TP-19 at 1, 6, 7.5 and 9 feet

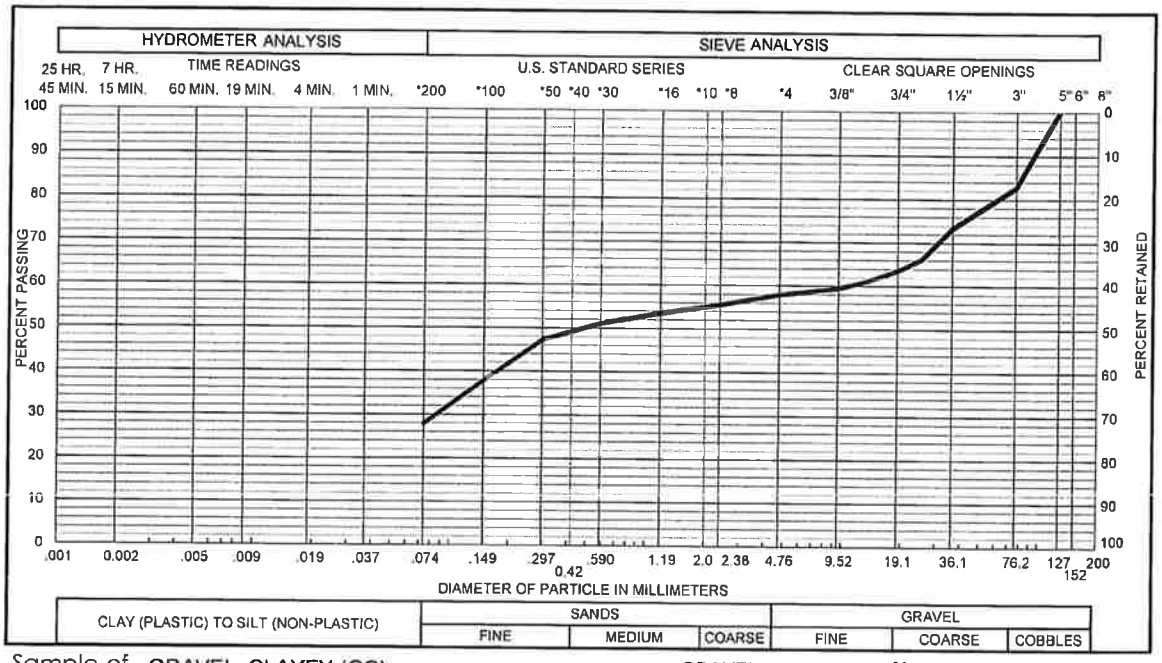
TP-20 at 2, 6, 7 and 9 feet

TP-21 at 3 and 10 feet

TP-21 at 7 and 9 feet

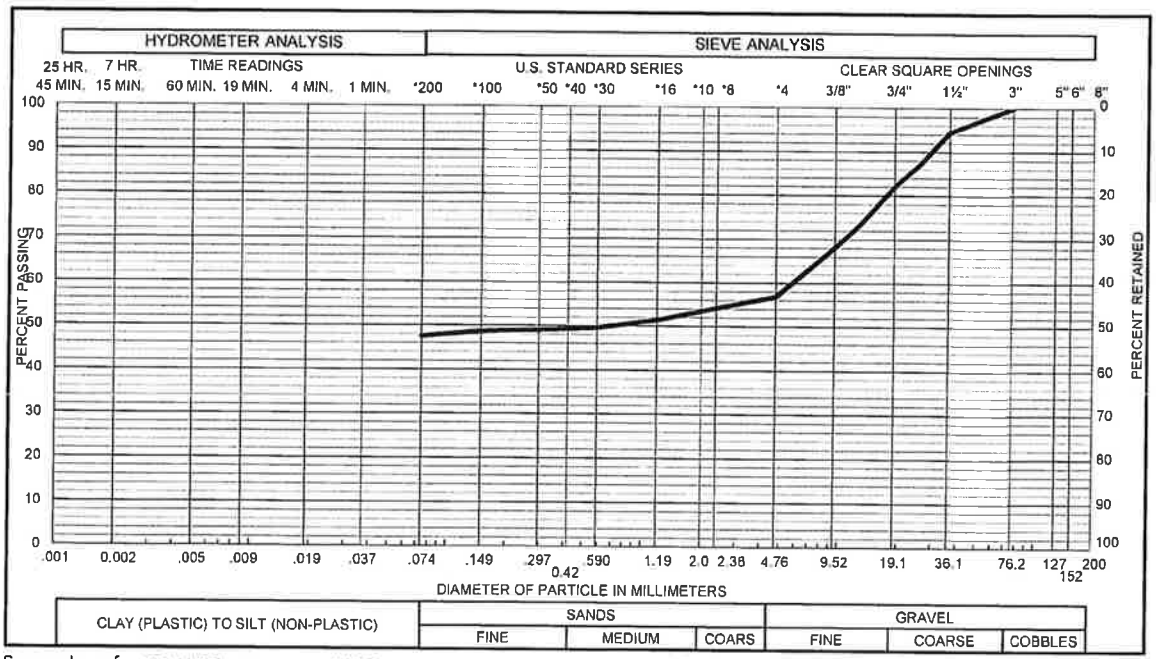
APPENDIX C

LABORATORY TEST RESULTS



Sample of GRAVEL, CLAYEY (GC)
From TP - 15 AT 9 FEET

GRAVEL 42 % SAND 30 %
SILT & CLAY 28 % LIQUID LIMIT %
PLASTICITY INDEX %



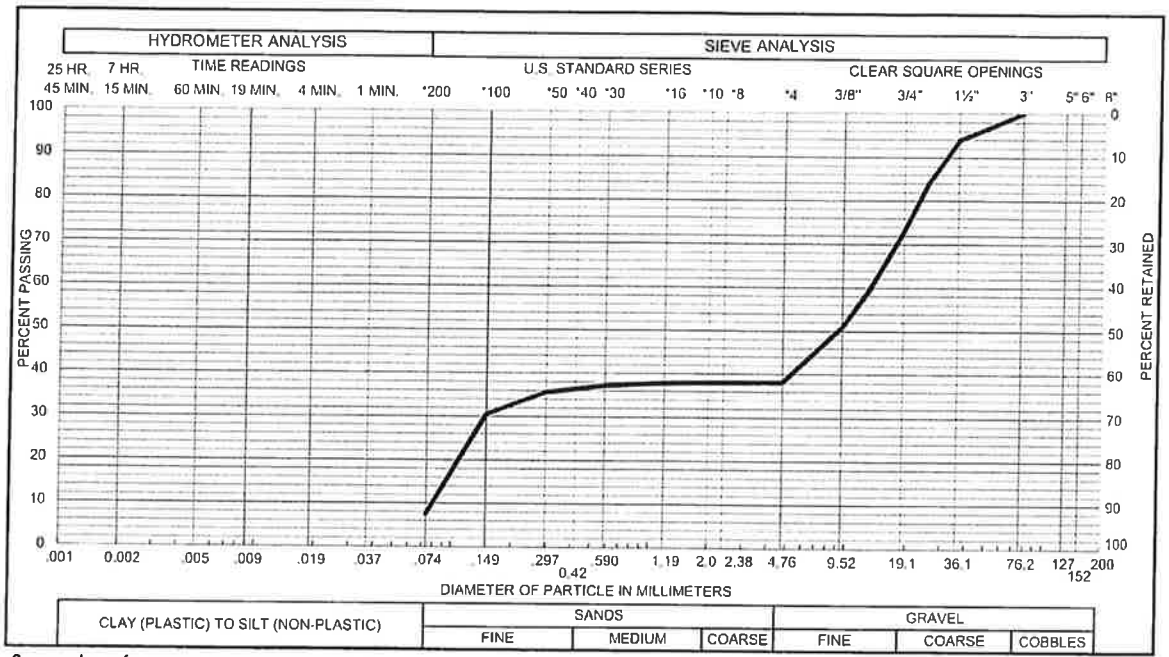
Sample of GRAVEL, CLAYEY (GC)
From TP - 17 AT 8 FEET

GRAVEL 43 % SAND 9 %
SILT & CLAY 48 % LIQUID LIMIT %
PLASTICITY INDEX %

MB MT ACQUISITION, LLC
ONE AND ONLY RESIDENTIAL BUILDINGS
PROJECT NO. MT01002.000-125

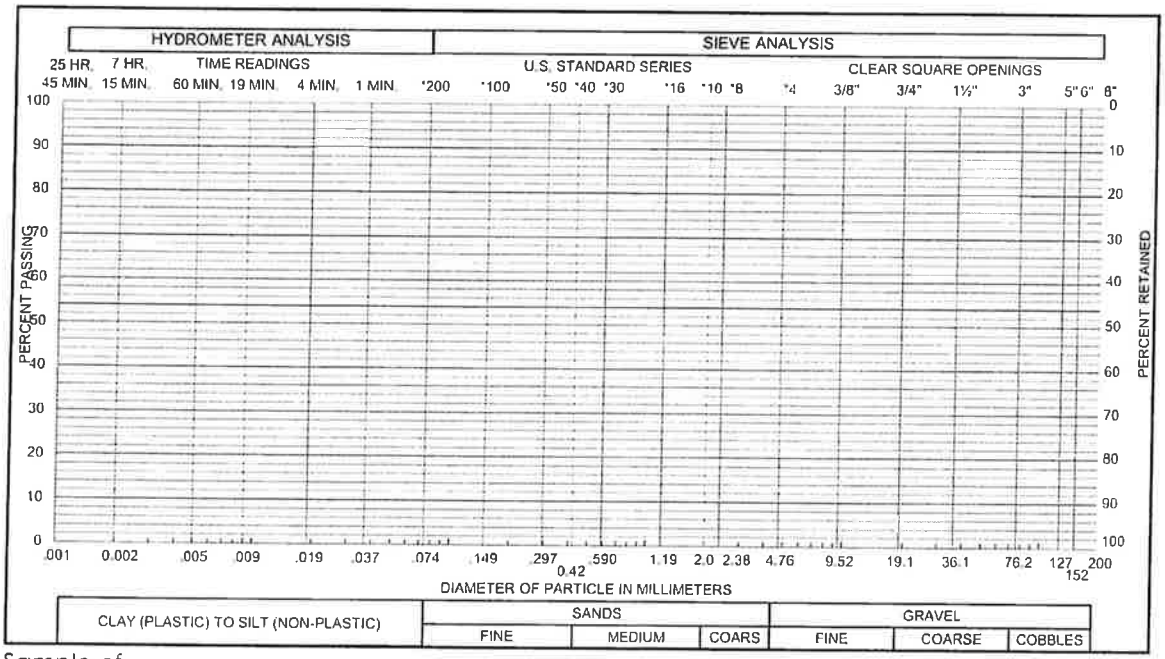
Gradation Test Results

FIG. C-1



Sample of WEATHERED SANDSTONE
From TP - 18 AT 5 FEET

GRAVEL	62 %	SAND	30 %
SILT & CLAY	8 %	LIQUID LIMIT	%
PLASTICITY INDEX			%



Sample of
From

GRAVEL	%	SAND	%
SILT & CLAY	%	LIQUID LIMIT	%
PLASTICITY INDEX			%

MB MT ACQUISITION, LLC
ONE AND ONLY RESIDENTIAL BUILDINGS
PROJECT NO. MT01002.000-125

Gradation Test Results

FIG. C-2

TABLE C-I

SUMMARY OF LABORATORY TESTING
PROJECT NO. MT01002.000-125

EXPLORATORY BORING	DEPTH (FEET)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		SOLUBLE SULFATES (%)	PERCENT GRAVEL (%)	PERCENT SAND (%)	PASSING NO. 200 SIEVE (%)	DESCRIPTION
			LIQUID LIMIT (%)	PLASTICITY INDEX (%)					
TP-14	5	5.3						18	SAND, CLAYEY (SC)
TP-15	6	10.8	33	21	0.00			51	CLAY, SANDY (CL)
TP-15	9	6.8				42	30	28	GRAVEL, CLAYEY (GC)
TP-16	4.5	12.7	39	24				58	CLAY, SANDY (CL)
TP-16	8	16.7	30	17	0.01			55	CLAY, SANDY (CL)
TP-17	4	9.7	28	14				58	CLAY, SANDY (CL)
TP-17	8	8.0				43	9	48	GRAVEL, CLAYEY (GC)
TP-18	2	3.7			0.00			20	SAND, CLAYEY (SC)
TP-18	5	3.9				62	30	8	WEATHERED SANDSTONE
TP-19	6	11.7	35	20				48	SAND, VERY CLAYEY (SC)
TP-19	9	9.0	41	27				39	SAND, CLAYEY (SC)

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix M

Wildlife Report

Revised OCTOBER 11, 2019

A WILDLIFE ASSESSMENT OF THE LEE'S POOL DEVELOPMENT PLAN IN MOONLIGHT BASIN

HOLOSCENE WILDLIFE SERVICES LLC

BRENT BROCK

BOZEMAN, MT

OVERVIEW OF CURRENT CONDITIONS

The proposed Lee's Poole planned development is centered around two man-made ponds that form the central amenity for the subdivision. The ponds are surrounded by a complex of open wetland meadows and dense stands of regenerating conifer forest. The site is at the eastern edge of a wide swath of undeveloped land that extends beyond Jack Creek Preserve to the west and serves as a wildlife corridor connecting subunits of the Lee Metcalf Wilderness to the north and south of Moonlight Basin. This corridor is discussed in the report, *Overall Development Plan: Wildlife Resources* included in the *Moonlight Basin – ODP Addendum* submitted January 11, 2018 (Appendix B)

The wetland complex provides high quality habitat for wildlife. Moose, elk, and deer are abundant and black and grizzly bear have been observed in the area. Grizzly bear movement along Moonlight Creek west and north of planned development has been documented. Bighorn sheep occur within two miles of the planned development but have not been observed inside the planned subdivision boundary. The artificially created ponds at the center of planned development provide nesting habitat for waterfowl. The two ponds differ in characteristics with the upper pond being deeper and providing good habitat for diving ducks and geese. The lower pond is shallower with a significant cover of floating vegetation (Yellow Pond-lily - *Nuphar polysepala*) that provides good habitat for dabbling ducks and forage for moose. Columbia spotted frogs are present and assumed to be breeding in the ponds and surrounding wetlands. Boreal toads have not been observed but are likely present.

Although somewhat isolated from existing development, the Lee's Poole area receives significant recreational use during the summer season. A "glamping" camp has operated in the immediate area surrounding the ponds for several years, and trail riding occurs through the area.

POTENTIAL IMPACTS

SUMMARY OF IMPACTS

Given its location within high quality wildlife habitat, the planned development employs an array of measures to minimize impacts to wildlife. The neighborhood plan consolidates development near the ponds to limit the footprint of impacts and maintain more undeveloped and relatively undisturbed habitat for wildlife. This clustering results in some units encroaching within recommended wetland and riparian setbacks for wildlife but is preferable to impacts on wildlife from increased sprawl of lower density development distributed throughout the subdivision. Most impacts will be indirect from disturbance created by increased human activity in the area. Most direct impacts on habitat will be minimized by placing infrastructure almost entirely within relatively low-value regenerating conifer habitat and following FWP recommended setbacks from wetland habitats. Impacts from human activity will be most acute in and around the ponds, in developed wetland areas northeast of the ponds, and along recreational trails near the development. Impacts around the ponds will be offset by creation of new aquatic and wetland habitat through pond modifications.

Several impacts are expected. Ungulates and other wildlife using habitat surrounding the development will likely experience increased disturbance. This may increase stress and possibly lead to reduced habitat use by some species and individuals. Ungulate response to areas within the development footprint are harder to predict. Almost certainly daily use patterns will be altered with ungulates likely becoming more nocturnal in the area. Some species will readily adapt to living within the development with a potential for habituation and increased conflict with people. There will also likely be some reduced reproductive success in areas where human activity is highest, but it is impossible to predict the degree of impacts or how much planned habitat enhancements will compensate for the impacts.

As with all developments in similarly wild places, the potential for increased wildlife-human conflict is high. Bears are the primary concern in this area and the development will employ bear smart strategies to avoid conflict.

Most of the impacts will be restricted to the local development area. The main cumulative impact will be from reduction (but not elimination) of the undisturbed area within the existing wildlife corridor between subunits of the Lee Metcalf Wilderness.

Although impacts to wildlife from the planned development cannot be avoided entirely, the developers are proposing aggressive and novel measures to offset and manage impacts not commonly implemented. These measures have the potential to significantly reduce impacts on wildlife that would be typical of a development of this scale and could serve as a model future development elsewhere.

DIRECT IMPACTS (INFRASTRUCTURE SITING)

Most of the infrastructure in the development plan is sited outside important habitat areas and follows FWP recommendations for stream and wetland buffers. This configuration will reduce direct loss of important habitat for wildlife. In many areas, existing vegetation and topography provide additional screening to buffer important habitat areas from disturbance. For example, the condo lots south of the ponds are located above a steeply sloped bank and behind a dense screen of conifers that will greatly reduce disturbance to wildlife associated with the ponds from human activity in the condo development. Such screening will reduce disturbance impacts beyond the security provided by setback buffers alone. In a few cases, infrastructure will encroach on stream/wetland habitat. These are:

- The restaurant located at the upper end of the ponds (Figure 2 – Number 1) is within the recommended buffer of the pond and wetlands to the east and encroaches on a low-quality wetland at the north end of the building envelope. This wetland does not contain habitat expected to be sensitive to disturbance but provides a potential movement linkage for wildlife moving between the ponds and wetlands to the northeast. In addition, the habitat quality of this wetland will be enhanced by construction of an artificial stream course leading into the upper pond so provide a buffer and vegetative screening would maximize the habitat benefit of this enhancement.
    - Recommendation: Planting native shrubs at the perimeter of the connecting wetland between the wetland and restaurant would provide additional security cover for the linkage area and will enhance habitat value of the linkage. Parking lot for restaurant access is located within a recommended buffer for wetlands to the east. Existing trees and natural vegetation provide substantial screening from disturbance to the wetlands. Ideally the parking lot would be relocated outside the recommended buffer zone, but the existing location is expected to have minimal disturbance impact on wildlife using the wetland provided enough trees and shrubs are retained or planted to maintain visual and sound buffers.
- The three eastern most condos in Condo Lot 3 (Figure 2 – Number 2) are just within the recommended wetland buffer. This will not directly impact important wildlife habitat but may increase disturbance to the adjacent wetlands. Potential disturbance impacts are described in the next section.
    - Recommendation: The following section on indirect impacts includes mitigation measures using vegetation screening for reducing disturbance impacts if encroaching within the recommended buffer cannot be avoided.

- There are two branded units in Condo Lot 2 within the recommended stream buffer of the drainage exiting the ponds (Figure 2 – Number 8). Habitat quality at these sites is degraded and poor quality so direct impacts on wildlife habitat will be minimal provided appropriate measures are employed to prevent sediment runoff during and following construction. The stream drainage at this location provides habitat connectivity for semi-aquatic wildlife such as amphibians and will likely continue to be used by large mammals depending on individual tolerance to human activity. This is discussed in more detail in the next section.
- Thirteen cabin units in Condo Lot 1 are within recommended wetland buffers and adjacent to high quality wildlife areas (Figure 2 – Number 9 & 10). These units are adjacent to two wetlands. The western wetland (Figure 2 – Number 9) is a moderate to low quality wetland that contain little vegetation to support obligate wetlands species but does provide a wet meadow frequently used by elk, moose, deer, and other wildlife. The eastern wetland (Figure 2 – Number 10) is high quality that contains good habitat for obligate wetland species as well as forage for large wildlife species. Direct impacts on habitat are reduced by locating units within lower quality conifer forest habitat and will provide some screening from disturbance. Indirect impacts from human disturbance are likely to be greater than direct impacts. These impacts are discussed in the next section. Recommend two clusters rather than three.
- The swimming beach co-located with the main lodge will have both direct and indirect impacts on current habitat (Figure 2 – Number 3). Planned onsite mitigation to enhance the ponds will completely offset direct impacts on habitat.
    - Recommendation: Implement mitigation recommendations outlined later in this report.
- A planned artificial trout stream that will run from above the upper pond to below the lower pond (Figure 2 – Number 4) will have both positive and negative effects on existing wildlife but will likely provide a net gain in supporting local biodiversity. The stream is designed to provide spawning habitat for native west-slope cutthroat trout. This will provide a direct benefit to a species of conservation concern and would increase habitat diversity within the planned development by creating stream habitat where it does not currently exist. This may attract wildlife species that do not currently occur in the area. The introduction of fish could have a negative impact on some aquatic species, particularly amphibians. Fish have been present in the ponds in the past, but their current status is unknown. The planned habitat enhancements will reduce any long-term impact on amphibians and is unlikely to result in significant changes to local populations.

  If non-native trout present in the ponds, they should be removed prior to introduction of westslope cutthroat to prevent hybridization. Fish removal should be conducted after September 1 to allow amphibian larvae to metamorphose to adults prior to treatment and minimize impacts on non-target species.
- Wilderness Lots – Lot R along the east side of the development plan is reserved for future development (Figure 2 – Number 5). This will contain several large acreage lots through a subsequent subdivision application with building envelopes to be determined at that time. To the extent possible, building envelopes should be located outside recommended wetland buffers to minimize disturbance to wildlife. In some cases, using natural topography and vegetation, or planting native vegetation to enhance security cover may be used to mitigate disturbance impacts within buffer zones. This will require additional field work to determine appropriate building envelope locations on a per-lot basis.

INDIRECT IMPACTS (DISTURBANCE AND RECREATION)

The development plan maintains recommended buffers around wetlands with a few exceptions. This will minimize disturbance to important habitats due to infrastructure location. Most impacts on wildlife will be associated with increased disturbance associated with increased human activity and recreational use in the area. It is not possible to eliminate all impacts of human activity from the planned development. There will likely be reduced use in areas of frequent human activity by some species and individuals. Most wildlife in the area will exhibit at least some degree of tolerance and may respond by avoiding human shifting use of the area to nighttime when human activity is low, and animals feel more secure. Wildlife in the area may also experience increased stress from frequent human interactions which can adversely impact survival or reproductive success. Conversely, some wildlife may become habituated or attracted to areas of human activity which can lead to conflict. Both black and grizzly bears are a particular concern in this area because they will likely be attracted by food odors. Deer, elk, and moose will likely exhibit both avoidance and tolerance behaviors. The latter can lead to increased property damage and human safety concerns.

Within the realistic limitations of accommodating wildlife within a dense development, there are opportunities to significantly reduce impacts and maximize habitat value for wildlife that Moonlight Basin has incorporated in the development plan. Following is a discussion of these areas.

- The ponds that give the subdivision its name are artificially created pools that have developed into high quality wildlife habitat. These ponds provide the highest wildlife value and will be most impacted by the planned development. A planned swimming beach in the lower pool below the main lodge will remove habitat for waterfowl, shorebirds, and aquatic species both through construction of the beach and deepening of the pond necessary to properly develop the amenity. Intense recreation at the beach will impact waterfowl nesting and foraging near the beach. This zone of disturbance will likely include all area within line of sight of swimming activities. Some waterfowl will likely become accustom to the activity while others do not. The planned condominiums south of the ponds should have minimal impact on wildlife at the ponds because steep slopes and dense conifers will be retained and provide visual screening between the pond and condominiums.

  The developers plan significant modification of the ponds that will offset this habitat loss by expanding the ponds and recreated habitat that will be sacrificed. The pond expansion is discussed in more detail under *Planned Mitigation of Impacts* later in this report but will include visual barriers to mitigate impacts from disturbance.
- The area draining into the upper pond forms a natural linkage with the larger complex of wetlands to the east (Figure 2 – Number 6). A wildlife crossing is planned where the road crosses this area to allow free movement of amphibians and other small species to safely pass under the road to traverse through wetland habitats. Recommend spacing guest cabins in this area to allow a 40 ft corridor to allow connection from upper pond to wetland to the east.
- The three eastern most condos or cabins planned for Condo Lot 3 north of the lodges are within recommended FWP stream and wetland buffers (Figure 2 – Number 2). The building envelopes are within dense conifer stands of relatively low wildlife value but abut a series of open meadows and wetlands that connect with nearby Moonlight Creek and receive significant wildlife use. Activity around the condos could impact on wildlife use in the meadows but it is impossible to predict with any accuracy but is unlikely to be severe. Views into these meadows are important amenities for these sites so dense visual screens are not appropriate mitigation for disturbance at these sites.

    - Recommendations: The addition of medium height shrubs (e.g. 3-5 ft. tall) as a buffer to the meadow to provide additional security cover for wildlife while maintaining views from the condos might reduce avoidance responses of wildlife and increase wildlife viewing opportunities from those sites.
- Branded units in Condo Lot 2 - The effluent drainage downstream of the ponds provides a natural movement pathway for wildlife. Two units in Condo Lot 2 (Figure 2 – Number 8) are within recommended stream buffers. The placement of these condos leaves greater than 200 ft. between the condos and the ski lodge parking lot which is consistent with corridor widths maintained at the upper end of the ponds. This width should allow unimpeded movement of small and medium sized animals, as well as large mammals that are tolerant of the human activity in and around the developed areas in general.
    - Recommendations: This location's value for wildlife connectivity would be enhanced by following the same recommendations for amphibian crossings/wildlife connectivity at the upper end of the ponds.
- Cabin units in Condo Lot 1 – Thirteen cabin units adjacent within recommended wetland buffers are likely to disturb wildlife using adjacent wetlands (Figure 2 – Number 9 & 10). Degradation of habitat quality within 200 ft. of the cabins is expected. The cabins should be sited to preserve a wildlife corridor (Figure 2 – Number 4) for wildlife to move between the wetlands and ponds. The western meadow wetland (Figure 2 – Number 9) has only moderate to low quality wetland value so impacts are expected to be limited primarily to large mammals. These species may alter use of the area. Some individuals may avoid the area due to human activity, but most will probably habituate to human activity which increases the chance of conflict with people. Nesting birds and other wildlife in the eastern wetland (Figure 2 – Number 10) are likely to experience reduction in reproductive success depending on frequency and intensity of human activity. Because cabins will be located within conifer tree cover and on only one side of the eastern meadow, impacts on large mammals should be less severe than in the western wetland.
    - Recommendations: Vegetation improvements in the western meadow wetland could significantly offset impacts of disturbance but creating and improving habitat for wildlife. Planting willows and other site appropriate shrubs and herbaceous vegetation would create nesting and foraging habitat for small species and increase security cover for both small and large species to ameliorate effects from visual and sound disturbances.
    - Two clusters rather than three. Siting as many cabins as possible that are between the two wetlands so they are exposed to views to the western wetland could reduce impacts on the higher quality eastern wetland. This would reduce the number of units visually exposed to the eastern wetland and maximize the disturbance buffer effect of the trees between the western facing cabins and the eastern wetland.

- Wilderness Lots – As discussed previously, building envelopes within Lot R will be determined at a later time (Figure 2 – Number 5). In general, building envelopes outside recommended wetland buffers are preferred but natural topography and vegetation may provide opportunity to mitigate disturbance impacts for building sites within wetland buffers. This will require additional field work to determine appropriate building envelope locations on a per-lot basis.
- The ski lift on the west side of the development (Figure 2 – Number 7) is within the recommended wetland buffer. Operation of the lift during winter ski season is not expected to

a significant impact on wildlife because wildlife most sensitive to disturbance are not present during winter (either hibernating or relocated to winter range). Operation of the lift in summer could impact wildlife using the drainage as a movement corridor. Suggestions include precluding lift operation between dusk and dawn and during times when wildlife are migrating between summer and winter ranges would minimize disturbance during periods of peak use for movement but would impact wildlife with summer home ranges within the disturbance zone.

WILDLIFE CONNECTIVITY

A broad wildlife corridor connecting two subunits of the Lee Metcalf Wilderness through Moonlight Basin, including a linkage along Moonlight Creek were analyzed and discussed in *Overall Development Plan: Wildlife Resources* included in the *Moonlight Basin – ODP Addendum* submitted January 11, 2018 (Appendix B). The findings of that report remain current with the proposed development plan. In summary, the planned development will reduce the undisturbed width of this linkage, but it should remain functional. The analysis probably overestimates the impact because Moonlight Creek flows through a steeply banked ravine where it passes nearest the planned development. The topography creates an effective sound buffer from the development area which the model cannot account for. In addition, the development plan is intended to accommodate, to the extent practicable, wildlife movement along the drainage containing the ponds between Moonlight Creek and the wetland complex to the east. This provides redundant pathways for wildlife movement through the area for additional connectivity.

Bears will continue to move through this area after development, which increases the potential for conflict. This is discussed in the next section.

WILDLIFE CONFLICT

The juxtaposition of the planned development with high quality wildlife habitat raises the potential for conflict. The main issues are the same as for anywhere in the Big Sky area. These are:

- Bears are the primary conflict concern. As previously noted, both black and grizzly bears live in the area and will continue to do so after development. It is imperative that residents and visitors follow bear smart guidelines to keep food, garbage, and other attractants secure for the safety of both bears and people.
- Deer, elk, and moose are likely to become accustom to human activity and could become a nuisance or safety hazard. Moonlight Basin requires native vegetation for landscaping which reduces the likelihood for property damage or creating attractants that concentrate foraging of these species. Moonlight Basin also employs hunting as a tool to manage populations and avoid habituation.
- Bighorn sheep occur within 2 miles of the planned development and are susceptible to disease transmission from domestic sheep and goats. Sheep and goats are prohibited in Moonlight Basin to eliminate this potential conflict.

HABITAT ENHANCEMENTS AND MITIGATION OF IMPACTS

The development plan includes several measures designed to offset habitat impacts and mitigate disturbance.

1. ENHANCEMENT OF POND HABITAT: The ponds at the center of the planned development will be extensively modified to provide recreational amenities and create additional wildlife habitat to offset impacts. Planned modifications will expand the pond area and create

additional wildlife habitat to offset losses from amenity development. New habitat will include berms and vegetation to provided visual screening from the swimming beach. The area of new habitat created will equal, and likely exceed, the amount of habitat that will be altered or most impacted by the swimming beach.

Following are recommendations to considering for pond habitat enhancement:

- When expanding ponds, create coves and backwater that will be visually obscured from major recreation areas by terrain and/or vegetation. Visual screening only needs to be high enough to obscure the view of the water's surface from the swimming area or other areas of major recreation use. For the areas we discussed, a 2-3' vegetation height above water will probably work.
- Create a mix of water depths to accommodate a variety of waterfowl and other wildlife. Dabbling ducks prefer water depths less than 12" with 2"-10" generally preferred. Diving ducks and geese will use deeper water. Since the lower pond is shallow it may be best to create mostly shallow water in areas where that pond is expanded to replace habitat that will be altered by deepening the swimming area.
- Maintain as much sedge and wet meadow habitat around the ponds as possible. Increasing the amount of shrub or tall herbaceous vegetation (e.g. basin wild rye) in the uplands could provide additional security cover for nesting and help mitigate some impacts of increased human recreation. A maximum of ~25% of the upland area with dispersed tall vegetation patches would probably provide a good mix of habitats.
- Create contiguous shallows along pond banks opposite from recreation areas. Shallows should support emergent vegetation and ideally be fringed with a band of pond lily or other native floating vegetation as the water deepens. This will create a "natural" buffer zone from swimmers and boaters for amphibians and other aquatic wildlife to move along and between ponds and adjacent wetlands. It will also help create a refugia from increase predation due to the introduction of fish. A minimum buffer of 10' of emergent and/or floating vegetation should be sufficient. (Note: amphibians will also disperse overland through wet vegetation but because of the amount of development surrounding the ponds, it will be best to maintain a strip of contiguous habitat to facilitate movement).

2. TROUT STREAM: Planned enhancements include a trout stream beginning above the upper pond (Figure 2 – Number 4) and flowing downstream, existing somewhere below the lower pond. The stream is designed to provide spawning habitat for native west-slope cutthroat trout. Potential impacts of the planned stream were discussed previously. The recommendations for pond enhancements listed above should largely mitigate most of the potential negative impacts of introducing fish into this system.
3. CONNECTIVITY/AMPHIBIAN CROSSING: To maintain habitat connectivity between the ponds and surrounding wetlands for small species, an amphibian-friendly crossing structure will be installed at the inlet of the upper pond (Figure 2 – Number 6). This structure will allow amphibians, small mammals, and other small species to pass safely beneath the road and reduce mortality from traffic hazards or desiccation. Following are design recommendations for crossing structures. Similarly designed structures are recommended wherever roads or trails that might impede movement of small species cross wetland habitats.

    - Open bottom with substrate that matches the natural substrate that existed before construction, or that occurs at the inlet and outlet of the crossing

- Wide enough to span full bank width that includes 12-36” of vegetated bank on each side of wetted channel
- Ideally allow enough light to support vegetation through the crossing structure
- Include drift fences at inlet and outlet to funnel wildlife through the structure rather than attempting to cross over the road
- Restrict pet access to connectivity areas at the upper and lower ends of the ponds.

4. MOSQUITO ABATEMENT/BAT CONSERVATION: Mosquitoes are abundant in the Lee’s Poole area. Enhancing bat and other natural mosquito predator populations could reduce mosquito numbers while contributing to wildlife conservation and without unintended adverse impacts on other wildlife and the environment. The Lee’s Poole area is well-suited for significantly increasing the local bat population for mosquito control. For maximum effect, two to three large structures known as “bat condos” could be constructed near the Lee’s Poole ponds and surrounding wetlands. Each condo is capable of housing several thousand bats and support maternal colonies for pup-rearing. Nightly feeding of bats over ponds and wetlands could significantly impact mosquito populations.

FIGURE 1 - EXAMPLE OF A "BAT CONDO" CAPABLE OF HOUSING SEVERAL THOUSAND BATS THAT FEED ON FLYING INSECTS AT NIGHT WHEN MOSQUITOES ARE ACTIVE.

Bat structures could be complimented by installing tree swallow houses positioned around ponds and wetlands. Although the potential for mosquito reduction from swallows is less than from bats, swallows feed during the day when bats are inactive to provide round the clock predator pressure on flying insects.

Fish and many aquatic insects are important predators on mosquito larvae and help to control populations. Planned enhancement of the ponds will support a diverse aquatic fauna that will maximize mosquito control provided by natural aquatic predators.

An interesting potential for novel mosquito control exists in several native aquatic plants in the genus *Utricularia*. These plants are commonly known as bladderworts and are floating aquatic carnivorous plants that feed on small aquatic insects and crustacea. At least one study found a significant reduction in populations of mosquito larvae where one species of Utricularia occurred. Some species of Utricularia can become invasive when introduced outside their natural range but introducing one of the several species native to the area to the ponds should not pose a risk.

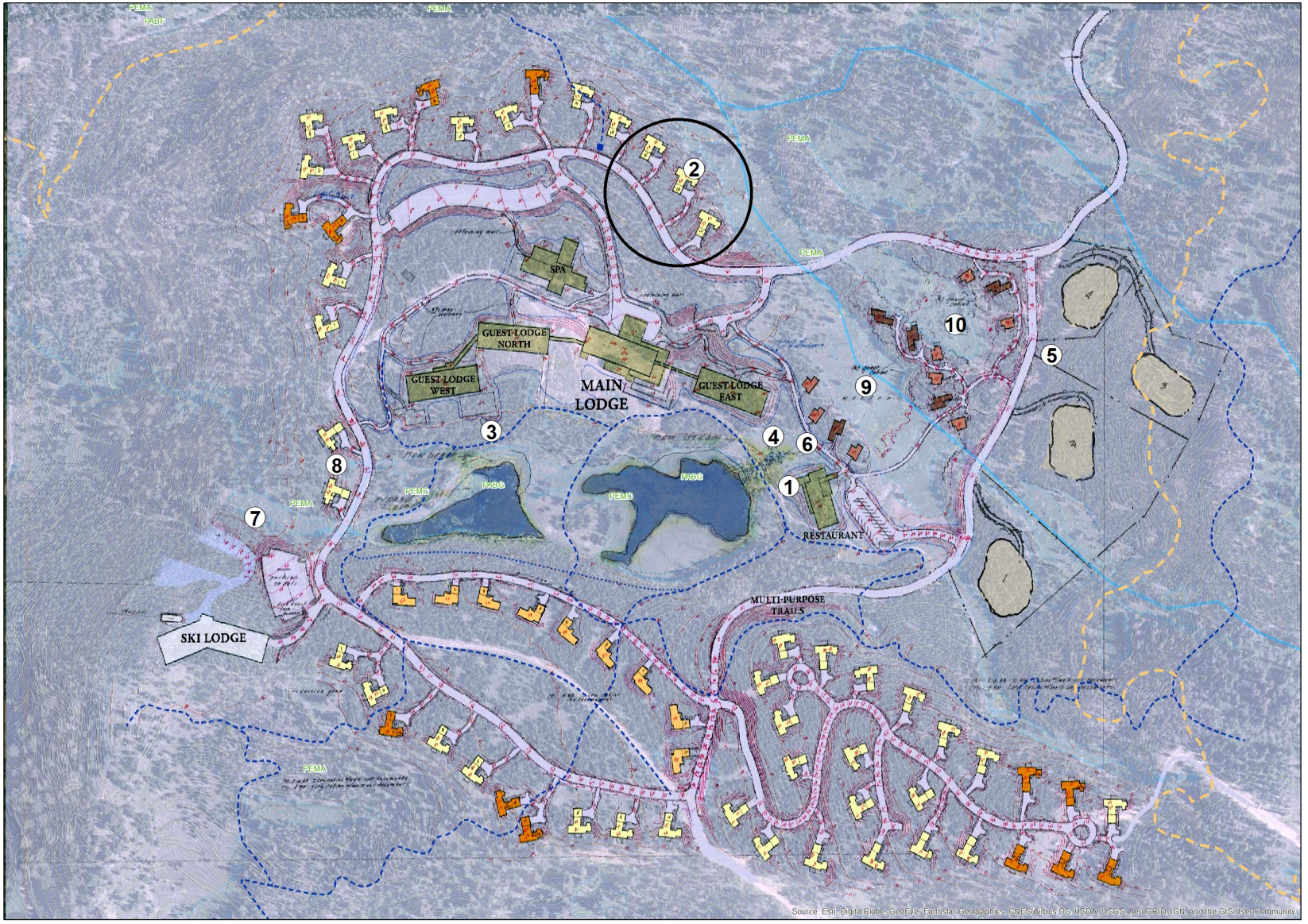
Natural predation may not be enough to control mosquitoes within acceptable levels even with predator population enhancement. Currently, the most ecologically friendly artificial control

methods are traps using carbon dioxide and other attractants to lure mosquitoes into a trap. Traps that rely on ultraviolet light as a lure (e.g. bug zappers) are ineffective for mosquitoes and trap far more beneficial insects than pests. Chemical sprays should be avoided because of concerns of chemical and environmental toxicity, and because they kill a broad spectrum of non-target organisms as well as disrupt natural food webs. Another control agent **not** recommended for Lee's Poole is *Bacillus thuringiensis israelensis* (a.k.a. Bt) which is widely marketed as "organic" or "environmentally friendly mosquito control. However, several studies have shown that prolonged use of Bti for mosquito control can lead to reductions in several taxa of aquatic invertebrates, including many insects that are natural mosquito predators.

5. RECREATION AND TRAILS: Disturbance from recreational use should be minimized through careful design of trail networks, seasonal closures, and other measures to protect important habitats. The following recommendations should be considered:
    - Route trails through uplands and within conifer cover as much as possible to reduce disturbance of wildlife by recreationists. Places of interest that are high value wildlife areas (e.g. wetlands, open meadows, etc.) should be accessed by looping trails into a few access points and then away to minimize the exposure of sensitive habitats to disturbance. Trails that ring the perimeters of ponds, wetlands, and meadows should be avoided. The objective it to provide enough access to interesting habitats and views for recreationists to enjoying without blazing their only trails, while minimizing the area of sensitive habitat exposed to chronic disturbance.
    - Consider constructing wildlife viewing blinds at key locations. Blinds are useful for accommodating a greater amount of use while keeping disturbance to wildlife at a minimum. Blinds also help to concentrate recreational use to fewer locations by providing a destination for hikers and others.
    - Restrict boating activities on the ponds to areas within line-of-site of the swimming beach or dock. Secluded coves screened from view could be opened for boating after about July 20 when waterfowl and marsh birds have completed nesting.
    - Place signage along trails to inform recreationists when they are entering high value nesting or wildlife use areas and the importance of remaining on trails to minimize disturbance.
    - Require pets always remain under control on trails. Some areas (e.g. marshy wetlands) may warrant leash restriction zones.
6. ADDITIONAL MEASURES: In addition to the above, the following measures are employed throughout Moonlight Basin to minimize impacts to wildlife and their habitats.

    - Sighting building and infrastructure to the extent practical to preserve critical habitat types such as riparian areas, wetlands, and grassland and to allow sufficient buffers to minimize disturbance to wildlife and maximize open space.
    - Reduce wildlife conflict by requiring residents comply with Bear Smart Big Sky best practices that require secure food and garbage storage, maintaining clean construction sites to eliminate bear attractants, and prohibit feeding wildlife.
    - Require pets to remain confined or under voice control of handlers to eliminate harassment of wildlife.
    - Prohibit sheep, goats, beehives and chickens to protect wildlife from diseases spread by domestic livestock and eliminate major predator attractants to reduce conflict with wildlife.

- Require native vegetation for landscaping and plantings which maximizes habitat quality for wildlife within developed areas while eliminating vegetation susceptible to wildlife damage that leads to wildlife conflict.
- Maintain hunting as a management tool to the extent possible to manage game populations within ecologically sustainable levels and minimize risk of outbreaks of contagious disease.
- Continue and enhance wildlife monitoring (described previously) so wildlife can be adaptively managed as needed.
- Owners are provided a copy of the CCRs to inform them of their responsibilities.



HOLOSCENE Wildlife Services

Moonlight Basin: Lee's Poole Wildlife Areas of Interest

MOONLIGHT BASIN

Legend

- ExistingTrails
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

1. Restaurant
2. Condo Lot 3 Units
3. Swimming Beach
4. Artificial Trout Stream Inlet
5. Wilderness Lots
6. Amphibian Crossing
7. Ski Lift
8. Condo Lot 2 Units
9. 10. Condo Lot 1 Cabins

N

FIGURE 2

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix N

USACOE 404 Approval Letter

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
HELENA REGULATORY OFFICE
10 WEST 15TH STREET, SUITE 2200
HELENA, MONTANA 59626

REPLY TO
ATTENTION OF

July 31, 2019

Regulatory Branch
Montana State Program
Corps No. **NWO-2005-90100-MTB**

Subject: Moonlight Basin Ranch - Residential Development - Jack Creek

Kevin Germain
Moonlight Basin Ranch L.P.
PO Box 160040
Big Sky, Montana 59716

Dear Mr. Germain:

In accordance with your request received by this office on April 30, 2019, the Department of the Army permit issued to you on June 16, 2005, and extended through June 16, 2020, is hereby amended to include planned impacts to jurisdictional waters of the United States. The project is located within Section 13, Township 6 S, Range 3 E, Principal Meridian, Latitude 45. 3087°, Longitude -111.4303°, Big Sky, Madison County, Montana.

All conditions of the original permit remain in effect. The new authorization will allow the following modified unavoidable impacts:

Work Item	Description
a.	Permanently impact approximately 0.395 acre of wetland sites 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, and 13 as depicted in the permit modification request dated April 30, 2019. Compensatory mitigation of 0.395 credits will be accomplished at the Riverwood Wetland Bank.
b.	Permanently impact approximately 0.138 acre of wetland sites 1, 2, 3, 4, and 5 as depicted in the permit modification request dated April 30, 2019. Compensatory mitigation of 0.138 credits will be accomplished at the Riverwood Wetland Bank.
c.	Permanently impact approximately 0.061 acre of wetland sites 2, 3, 4, 5, 6, 7, and 8 as depicted in the permit modification request dated April 30, 2019. Compensatory mitigation of 0.395 credits will be accomplished at the Riverwood Wetland Bank.

Printed on Recycled Paper

Please refer to identification number NWO-2005-90100-MTB in any correspondence concerning this project. If you have any questions, please contact Robert Cole at 10 W 15th Street, Ste 2200, Helena. Montana 59626-9705, by email at *Robert.H.Cole@usace.army.mil*, or telephone at (406) 441-1363.

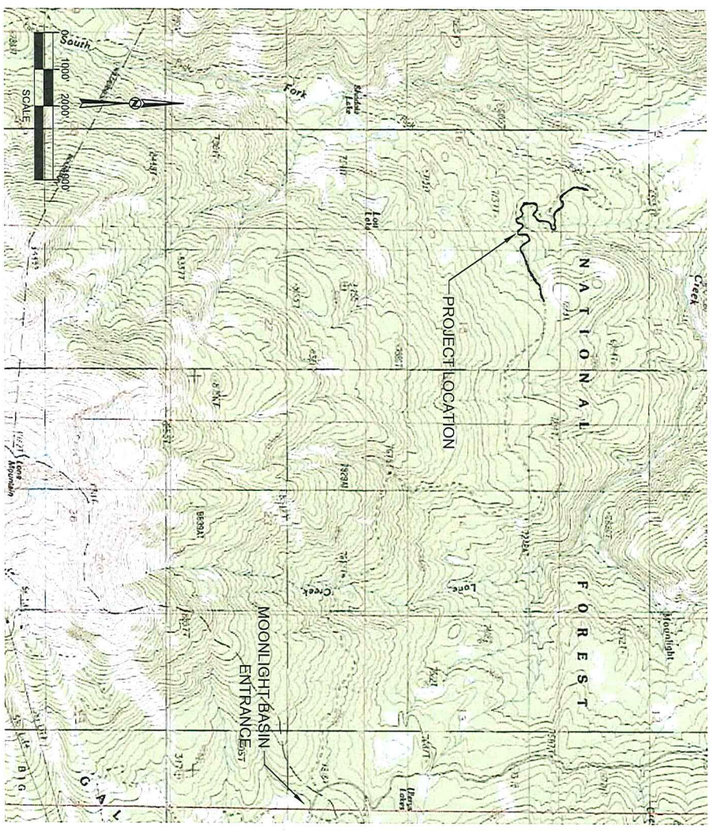
Sincerely,

Robert H. Cole
Regulatory Project Manager

Printed on Recycled Paper

SOUTH SIDE ROAD IMPROVEMENTS
PROPOSED 2019 WETLAND IMPACTS

VICINITY MAP



LEGEND

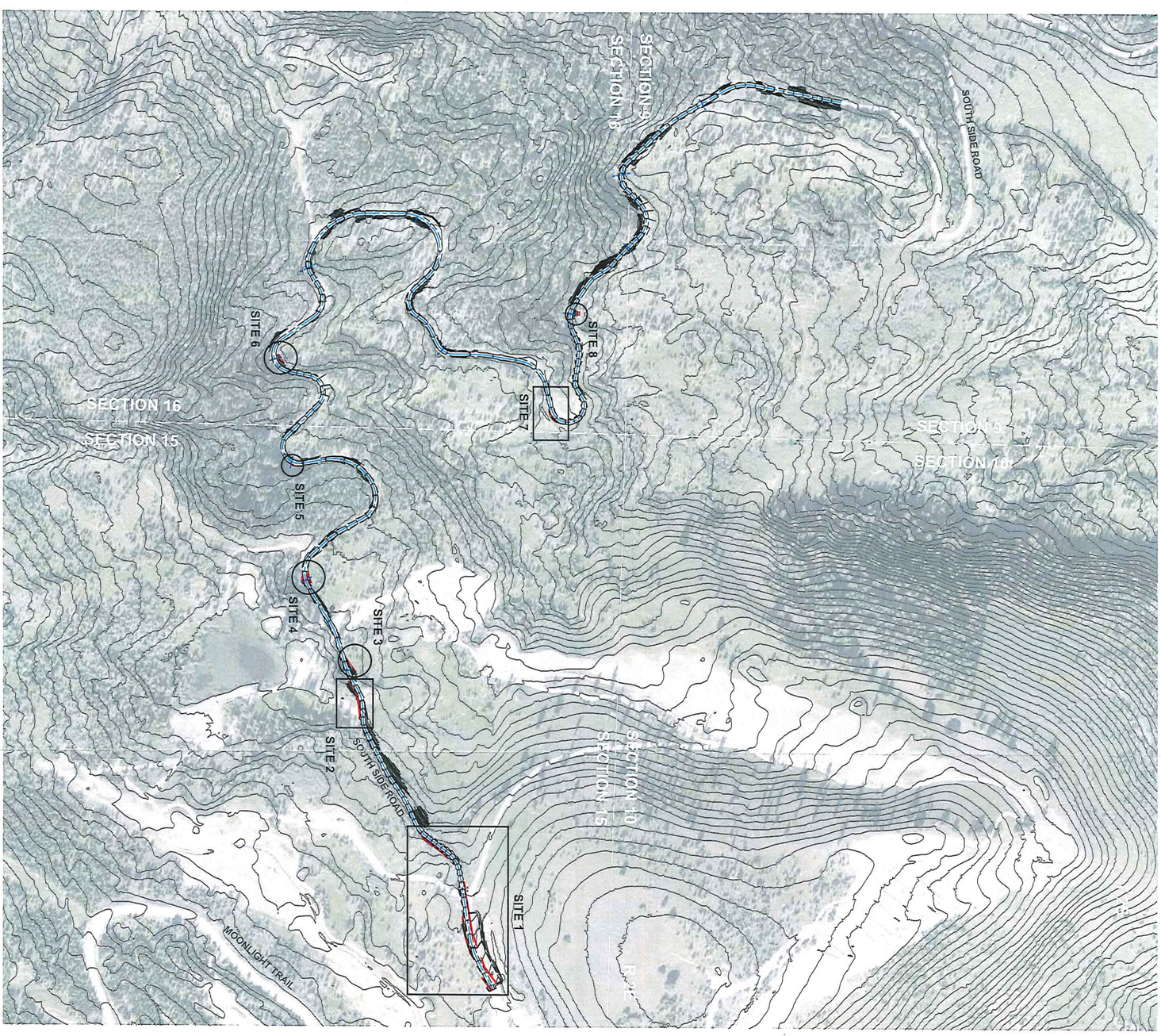
DESCRIPTION	EXISTING	PROPOSED
CONTOUR	7720	
CENTERLINE		
CULVERT		
DELINEATED WETLAND		

SCALE 0 100' 200' 400'

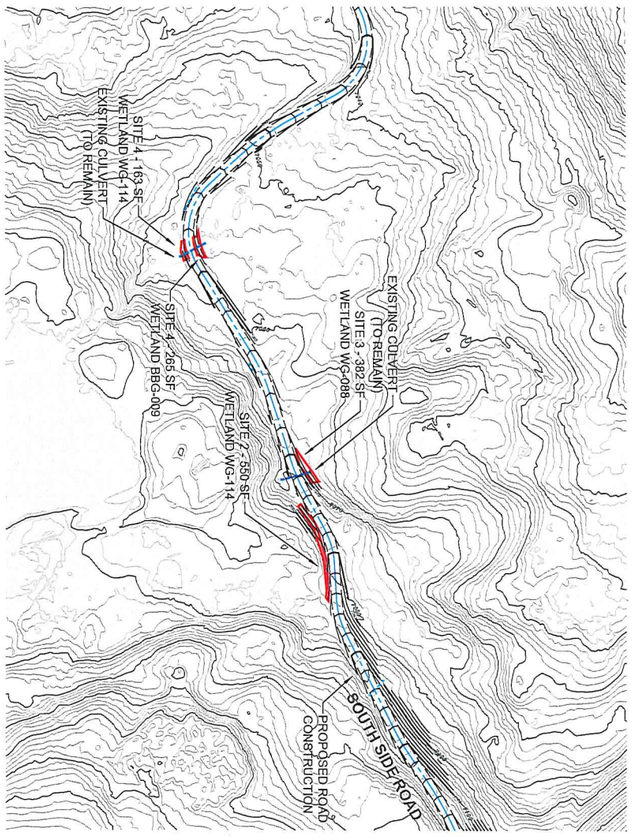
NOTE:

1. THE AERIAL PHOTOGRAPH AND CONTOURS ARE FROM THE 2014 FLIGHT OF THE PROPERTY. THE MAJOR CONTOUR INTERVAL IS 10' AND THE MINOR CONTOUR INTERVAL IS 2'.

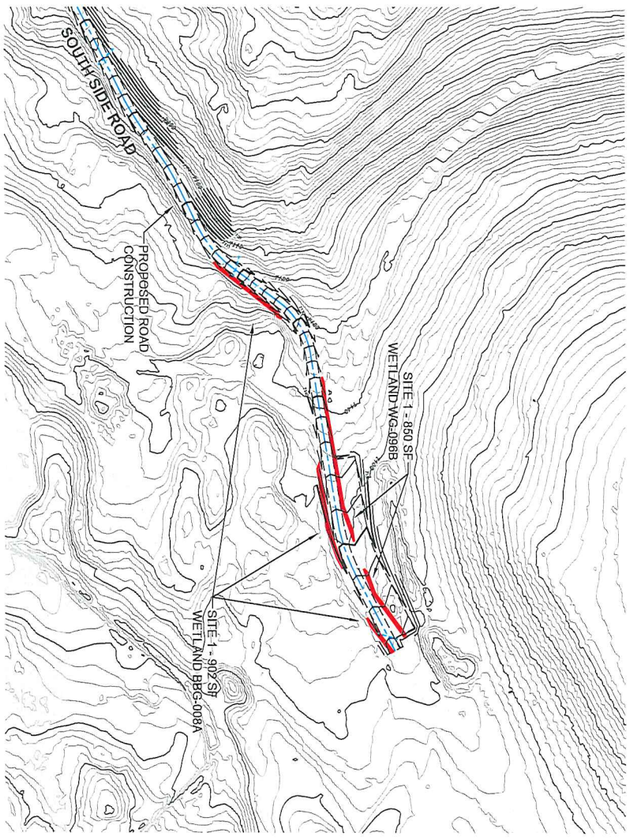
PLAN VIEW



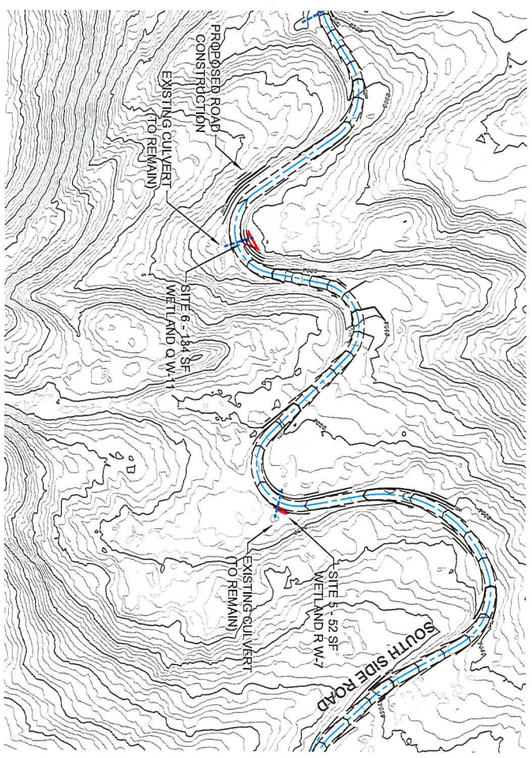
MOONLIGHT BASIN MADISON COUNTY, MONTANA SOUTH SIDE ROAD IMPROVEMENTS PROPOSED 2019 WETLAND IMPACTS	DRAWN BY: EWB DESIGNED BY: NA DATE ISSUED: 4/29/19 PROJECT NO.: NA DRAWING NAME: SS Road 2019 404 permit.dwg SHEET 1 OF 2	LONE MOUNTAIN LAND COMPANY 25 TOWN CENTER AVENUE P.O. BOX 160040 BIG SKY, MT 59716 O: (406) 219-0830	This map has been created for planning purposes only. It shall only be used for illustrative and orientation purposes and what is represented on the map may change based on planning and development decisions. Unless otherwise stated it is not a survey or recorded plat and is not intended to portray actual acreage, delineated wetlands, geotechnical results, property lines or the actual surveyed location of any infrastructure that may be indicated on the map. By accepting this map, the recipient acknowledges that the information portrayed on this map is for illustrative purposes only and may not accurately portray what currently exists on the site, what is to be developed and/or what is on record or on file with the Madison County Clerk and Recorder or Madison County Planning Department. This map shall not be used as a substitute for the recipient's own independent due diligence regarding the property. MB MT Acquisition LLC, and its affiliated or parent companies, subsidiaries, officers, directors, members, managers, employees and agents assume no responsibility for, and make no representations regarding, the accuracy of the information portrayed on this map.



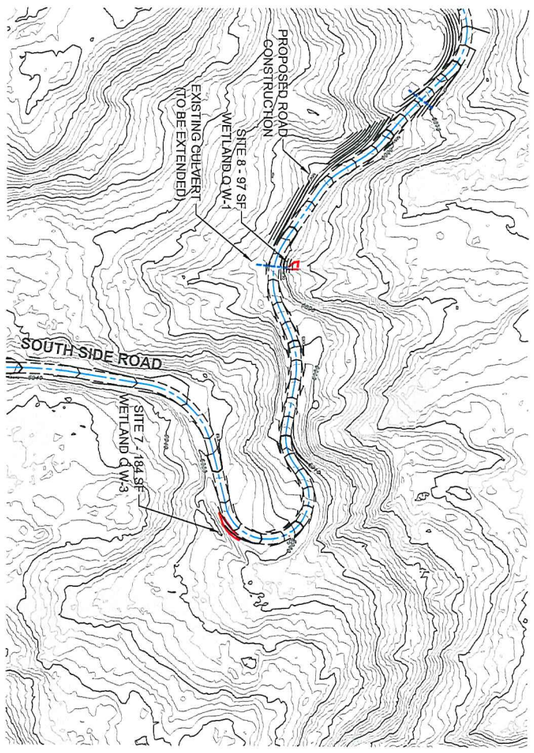
SITES 2-4



SITE 1



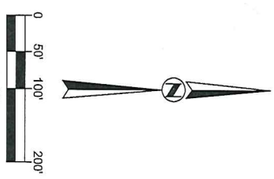
SITES 5-6



SITES 7-8

SUMMARY TABLE

SITE	WETLAND ID	AREA (sf)
1	WG-098B	850
	BBG-008A	902
2	WG-114	550
3	WG-088	382
4	WG-114	163
	BBG-009	265
5	R W-7	52
6	Q W-11	134
7	Q W-3	184
8	Q W-1	97
TOTAL		3,579



MOONLIGHT BASIN
MADISON COUNTY, MONTANA

SOUTH SIDE ROAD IMPROVEMENTS
PROPOSED 2019 WETLAND IMPACTS

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 4/29/19
PROJECT NO.: NA
DRAWING NAME: SS Road 2019 404 permit.dwg
SHEET
2 OF 2

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
O: (406) 219-0830

MOONLIGHT BASIN

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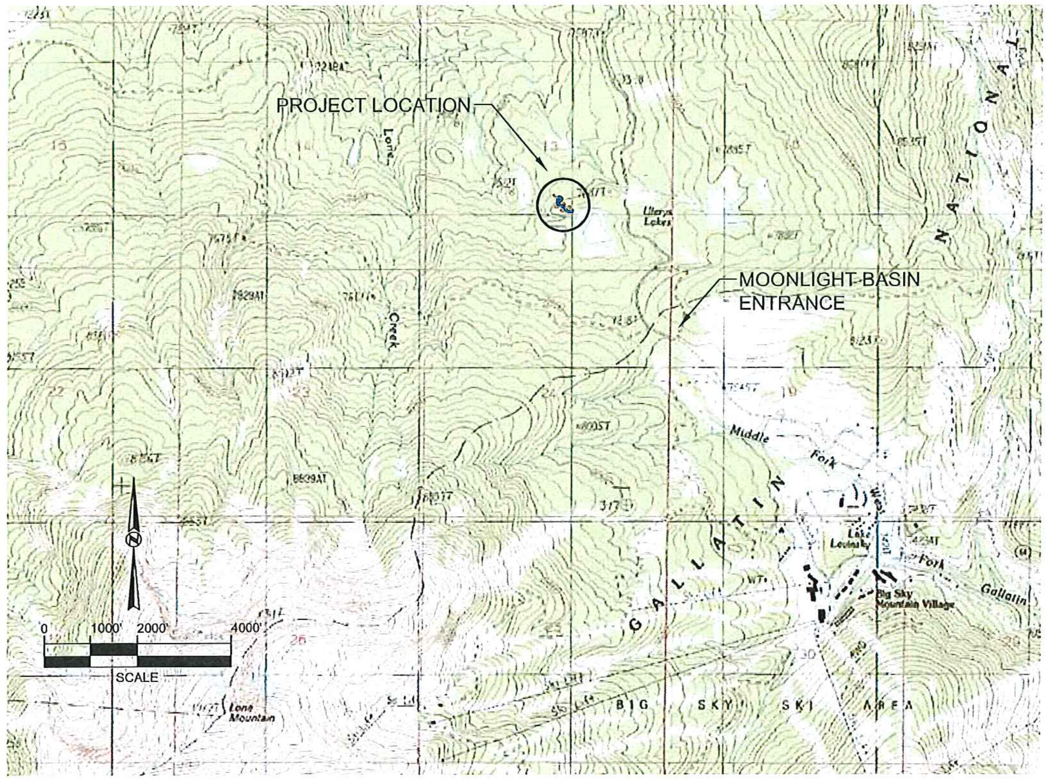
LOWER ULERY'S 4 SUBDIVISION

PROPOSED 2019 WETLAND IMPACTS

SW 1/4 & SE 1/4 SECTION 13, T6S, R2E, PMM

VICINITY MAP



LEGEND

PROPOSED	EXISTING	DESCRIPTION
(solid line)	7720	CONTOUR
(blue dash-dot line)	(dash-dot line)	CENTERLINE
		DELINEATED WETLAND

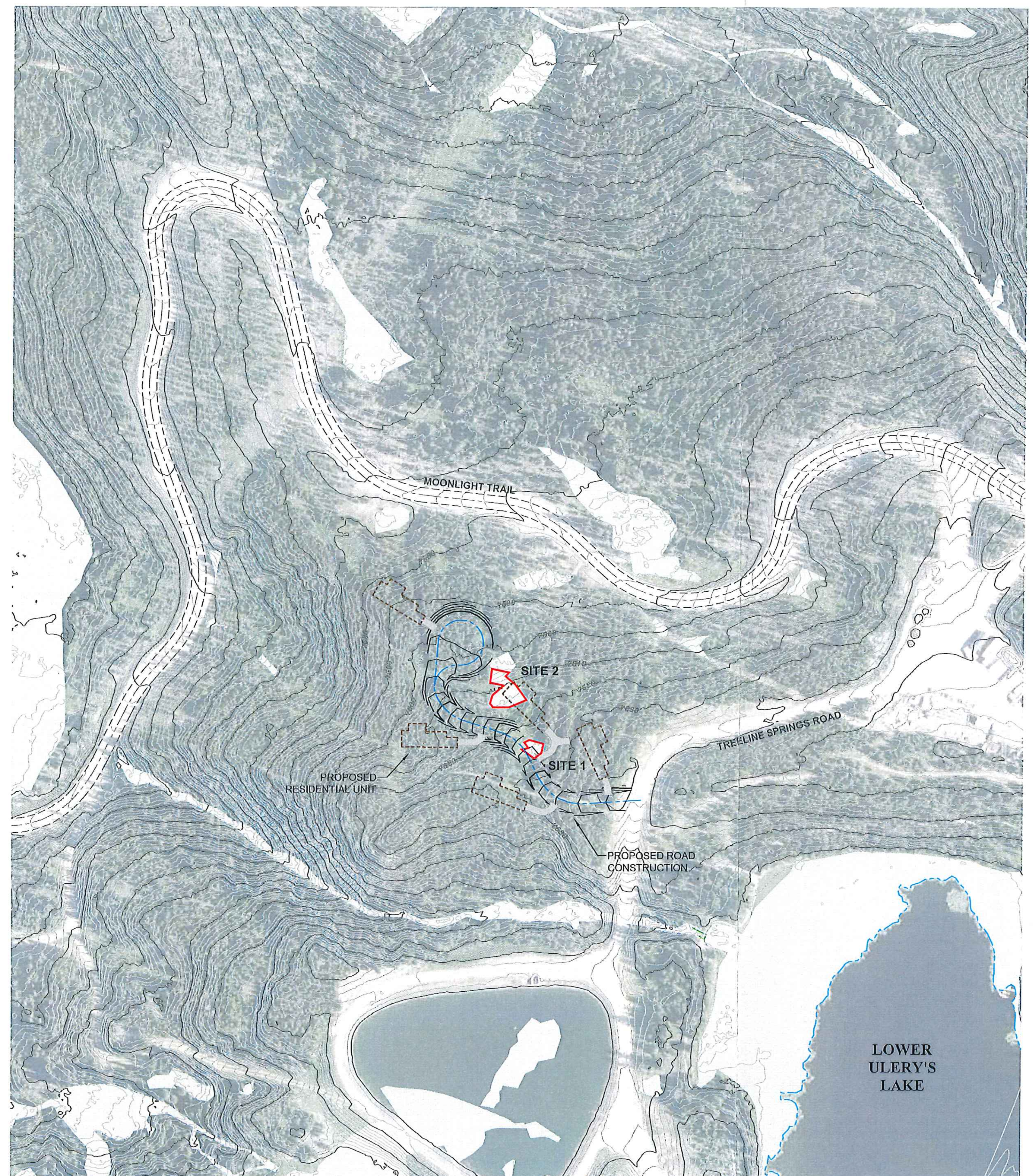
SUMMARY TABLE

SITE	WETLAND ID	AREA (sf)
1	PLB W-4	656
2	PLB W-5	2,350
TOTAL	-	3,006

NOTE:

1. THE AERIAL PHOTOGRAPH AND CONTOURS ARE FROM THE 2014 FLIGHT OF THE PROPERTY. THE MAJOR CONTOUR INTERVAL IS 10' AND THE MINOR CONTOUR INTERVAL IS 2'.

0 50' 100' 200'
SCALE



PLAN VIEW

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LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
O: (406) 219-0830

MOONLIGHT BASIN

DRAWN BY:	EWB
DESIGNED BY:	LMLC
DATE ISSUED:	4/29/19
PROJECT NO.:	NA
DRAWING NAME:	LU4 2019 404 permit.dwg
SHEET	1 OF 1

LOWER ULERY'S 4 SUBDIVISION
PROPOSED 2019 WETLAND IMPACTS

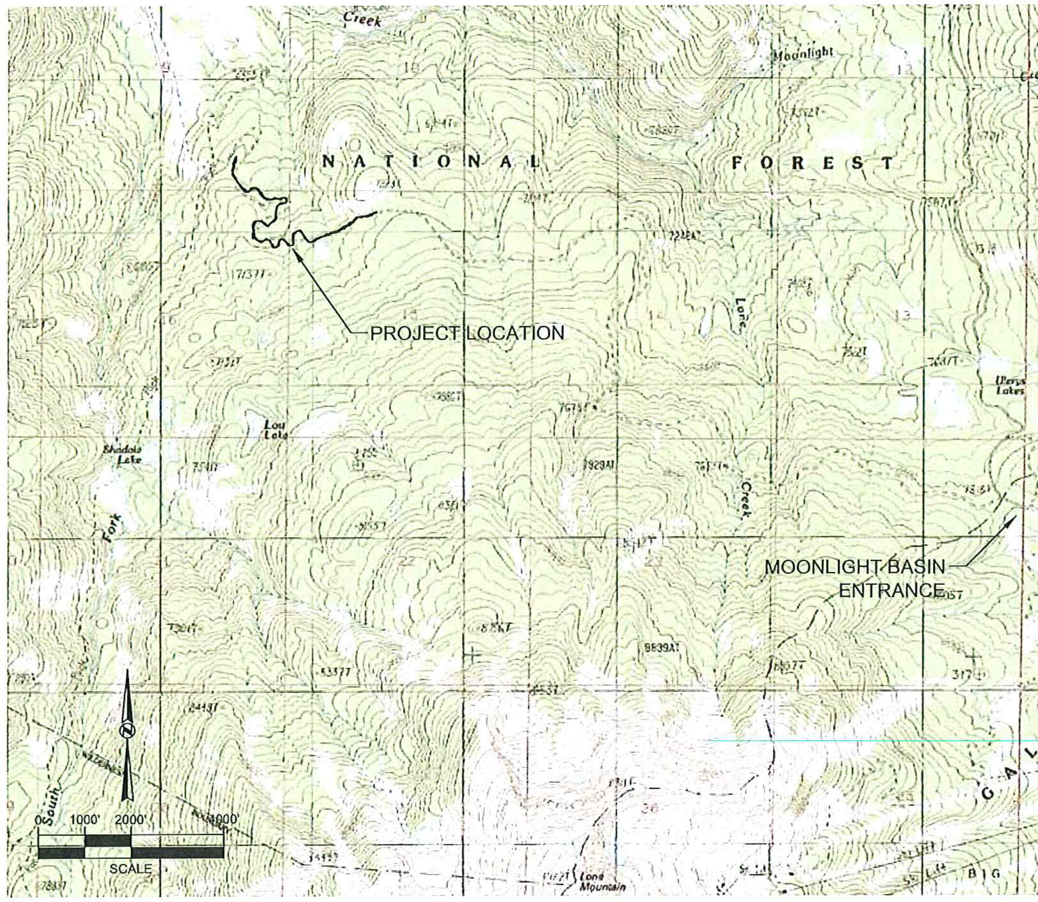
MOONLIGHT BASIN
MADISON COUNTY, MONTANA

D:\2018 Projects\BE 18-01 LMLC Retainer Work\Individual Project\Lower Ulery's 4\Lower Ulery's 4 CAD Projects\Lower Ulery's P4 Preapp\dwg\LU4 2019 404 permit.dwg, 4/29/2019 11:31:53 AM, Beartooth Engineering

SOUTH SIDE ROAD IMPROVEMENTS

PROPOSED 2019 WETLAND IMPACTS

VICINITY MAP



LEGEND

PROPOSED	EXISTING	DESCRIPTION
	7720	CONTOUR
		CENTERLINE
		CULVERT
		DELINEATED WETLAND

NOTE:

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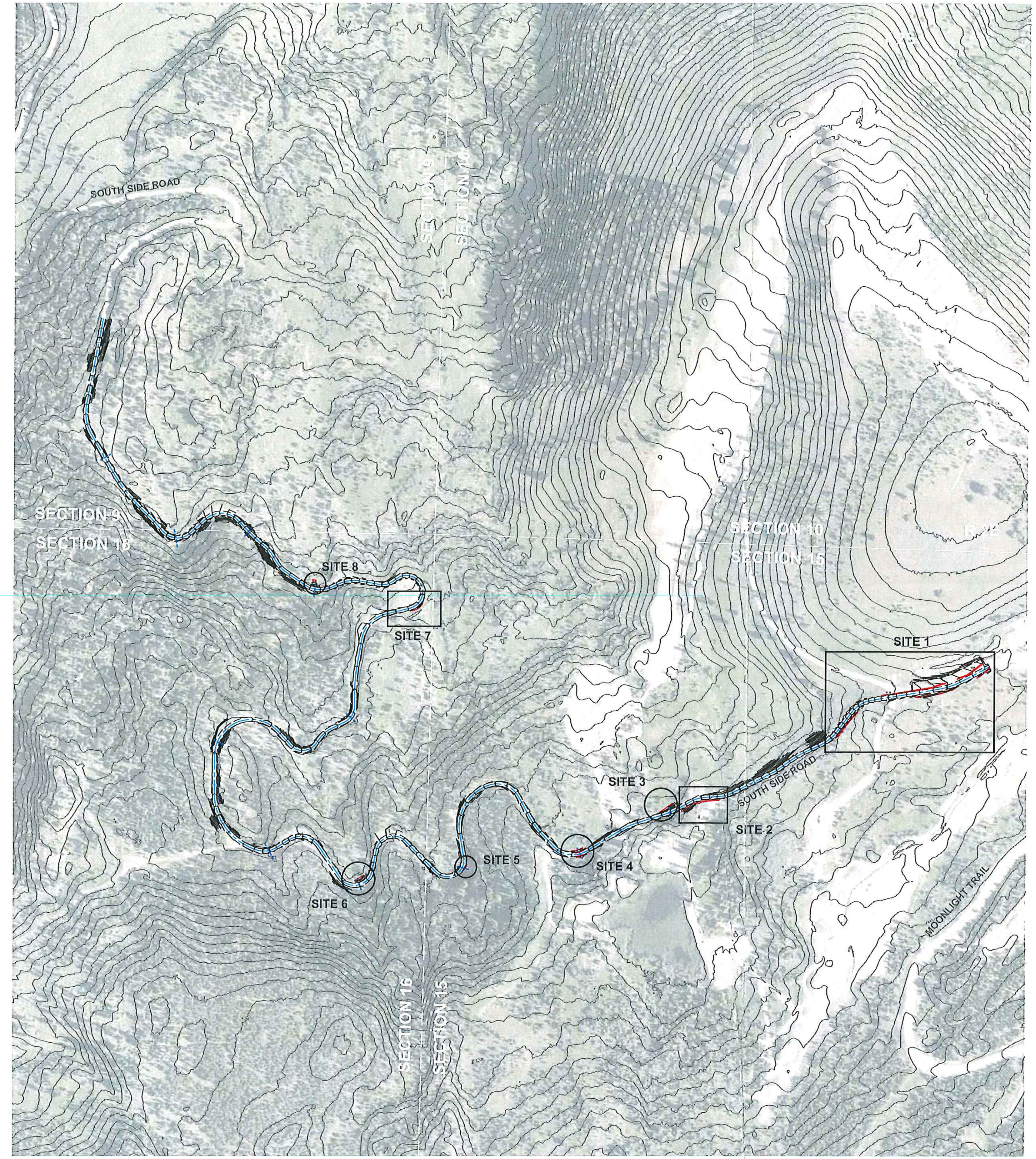
0 100' 200' 400'

SCALE



PLAN VIEW

MOONLIGHT BASIN
MADISON COUNTY, MONTANA

SOUTH SIDE ROAD IMPROVEMENTS
PROPOSED 2019 WETLAND IMPACTS

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 4/29/19
PROJECT NO.: NA
DRAWING NAME: SS Road 2019 404 permit.dwg

SHEET 1 OF 2

MOONLIGHT BASIN

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
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O: (406) 219-0830

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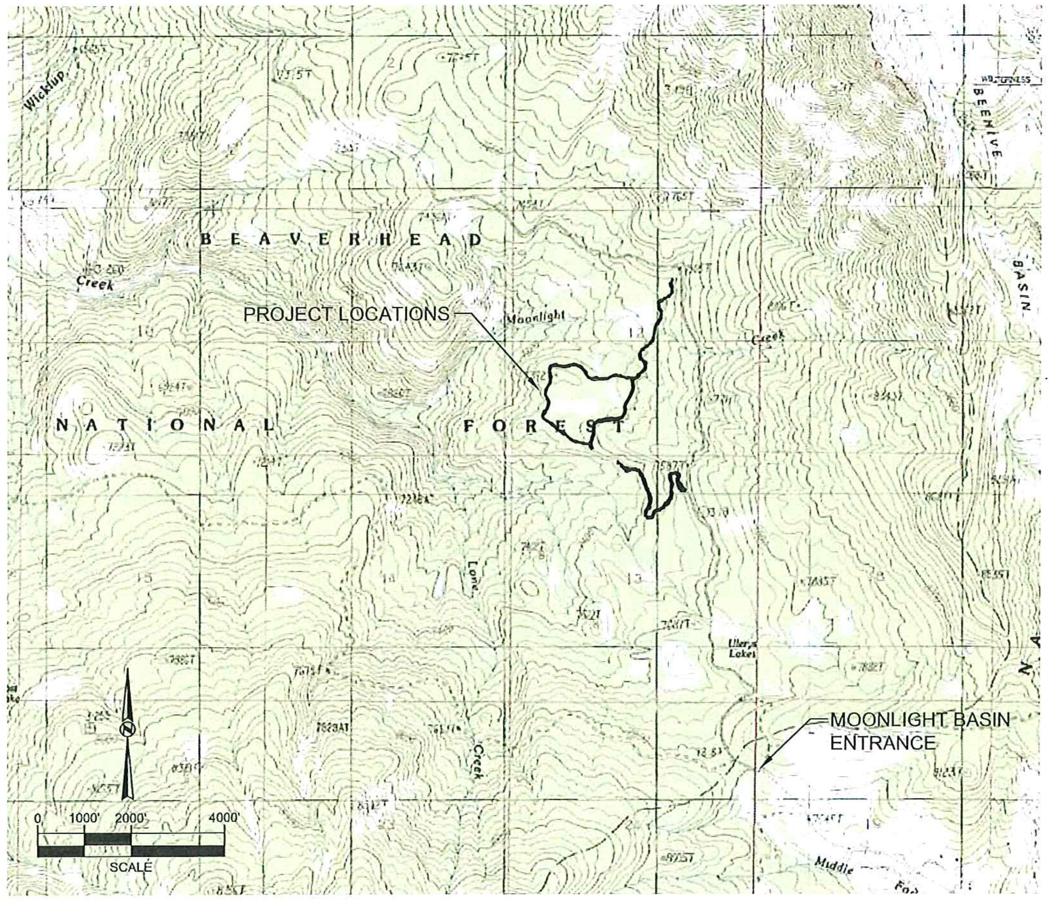
D:\2018 Projects\BE 18-01 LMLC Retainer Work\Individual Project\South Side Road\SSR CAD Projects\SSR Improvements\dwg\SS Road 2019 404 permit.dwg, 4/29/2019 1:41:51 PM, Beartooth Engineering

LEE'S POOL SUBDIVISION P.U.D.

PROPOSED 2019 WETLAND IMPACTS

VICINITY MAP



LEGEND

PROPOSED	EXISTING	DESCRIPTION
	7720	CONTOUR
		CENTERLINE
		CULVERT
		DELINEATED WETLAND

0 150' 300' 600'

SCALE

NOTE:

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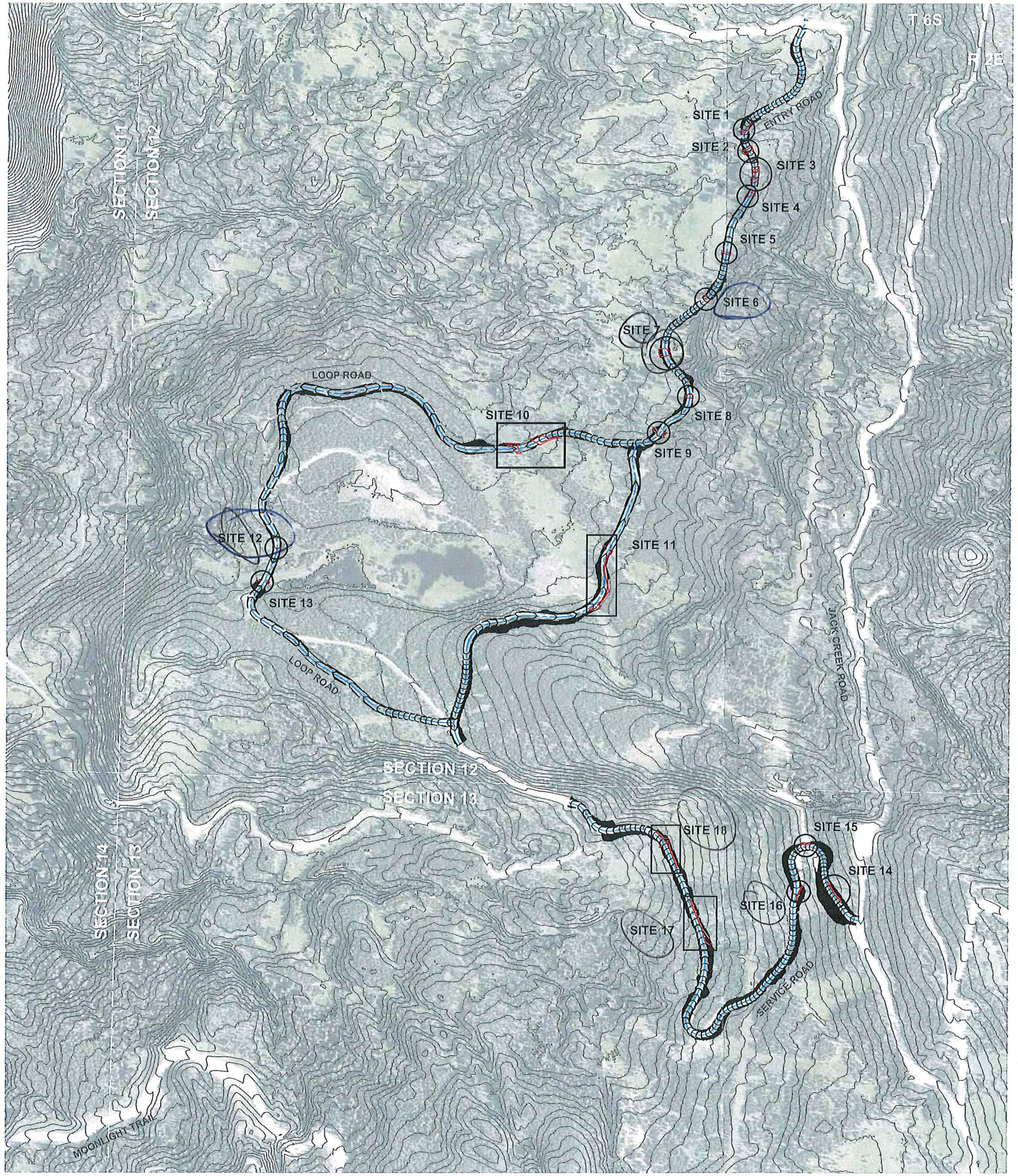

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LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
O: (406) 219-0830

MOONLIGHT BASIN

DRAWN BY:	EWB
DESIGNED BY:	NA
DATE ISSUED:	4/29/19
PROJECT NO.:	NA
DRAWING NAME:	LP 2019 404 permit.dwg

SHEET 1 OF 3

MOONLIGHT BASIN

MADISON COUNTY, MONTANA

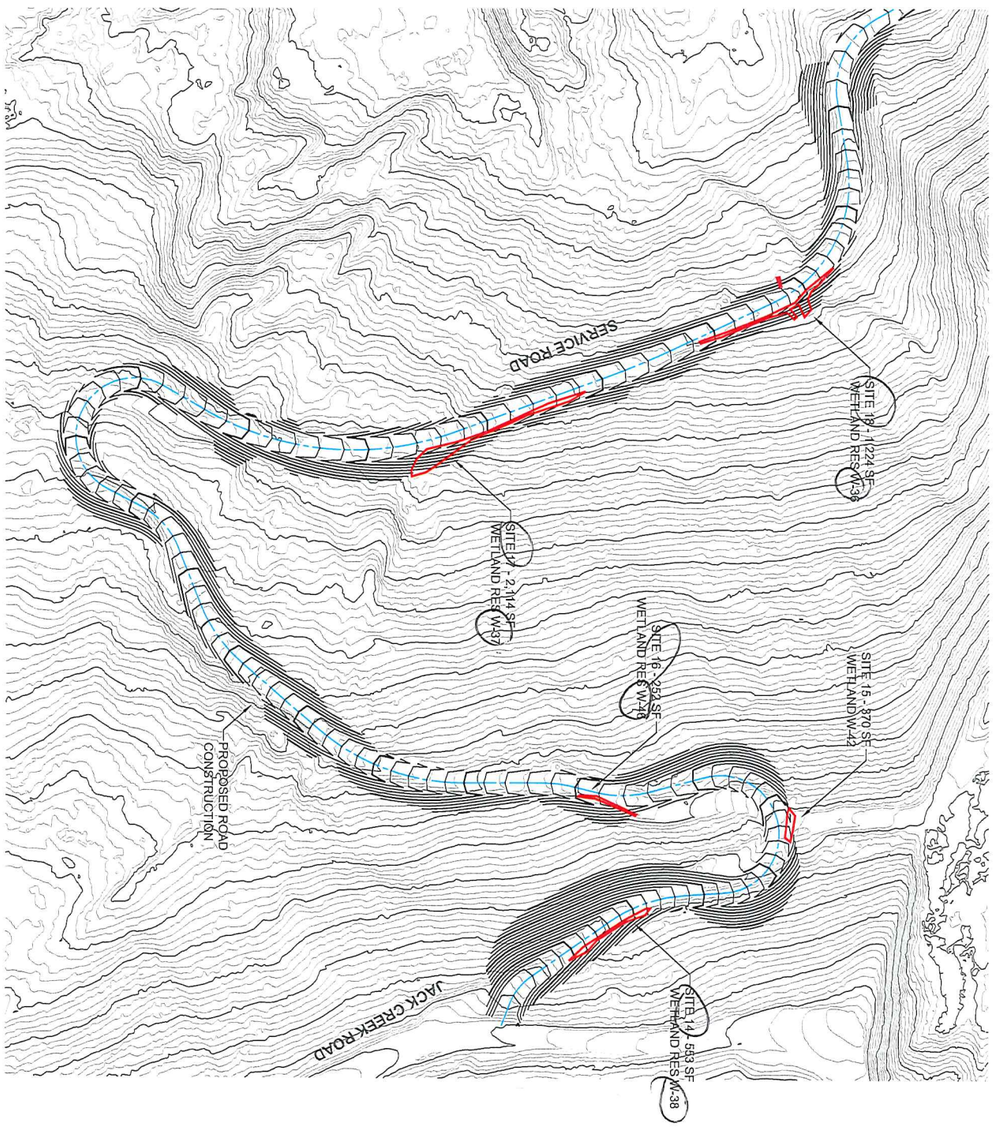
LEE'S POOL SUBDIVISION P.U.D.

PROPOSED 2019 WETLAND IMPACTS

D:\2018 Projects\BE 18-02 One & Only\CAD Projects\Lee's Pool 404 Permitting\dwg\LP 2019 404 permit.dwg, 4/29/2019 10:55:46 AM, Beartooth Engineering

SCALE 0 50' 100' 200'

SITES 14-18



MOONLIGHT BASIN
MADISON COUNTY, MONTANA

LEE'S POOL SUBDIVISION P.U.D.
PROPOSED 2019 WETLAND IMPACTS

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 4/29/19
PROJECT NO.: NA
DRAWING NAME: LP 2019 404 permit.dwg
SHEET 3 OF 3

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
O: (406) 219-0830

MOONLIGHT BASIN

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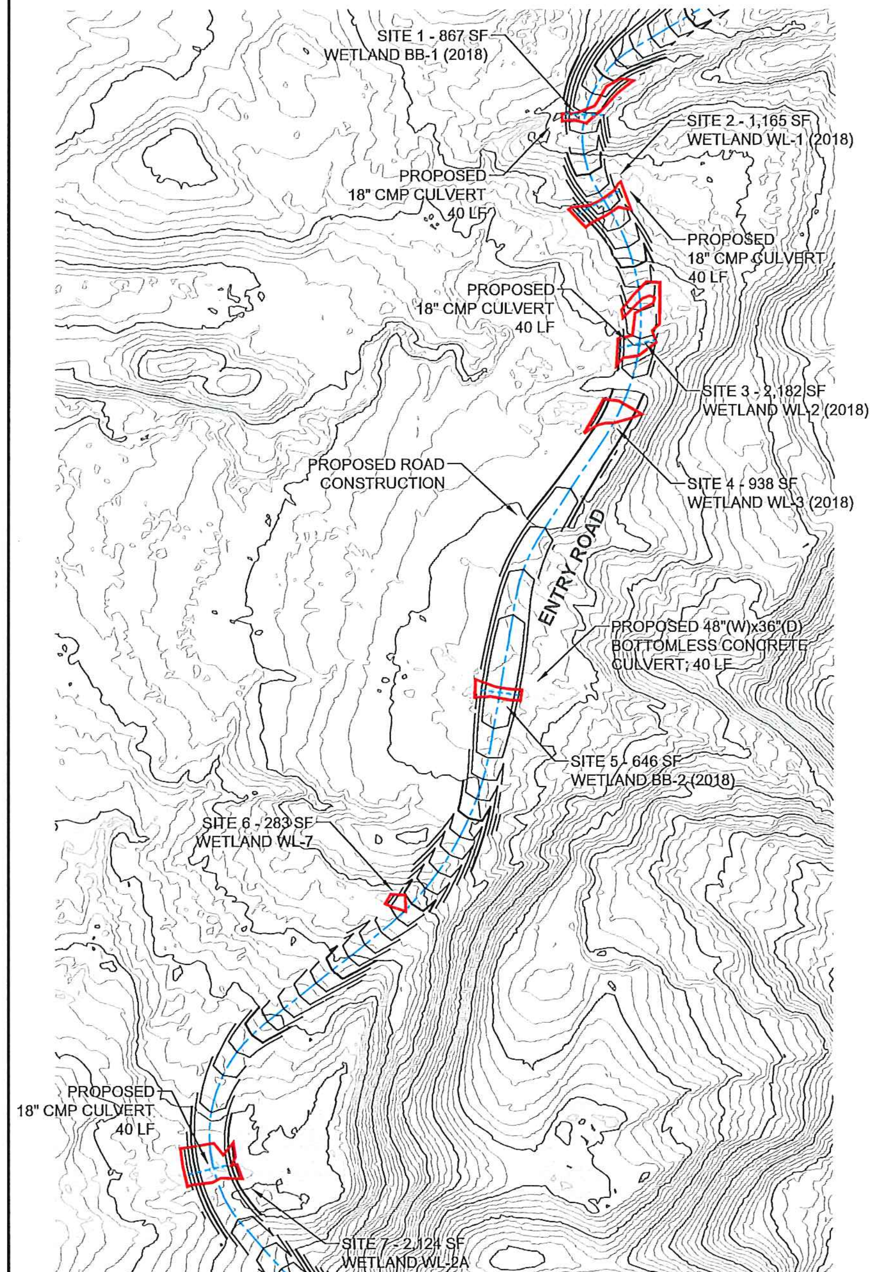
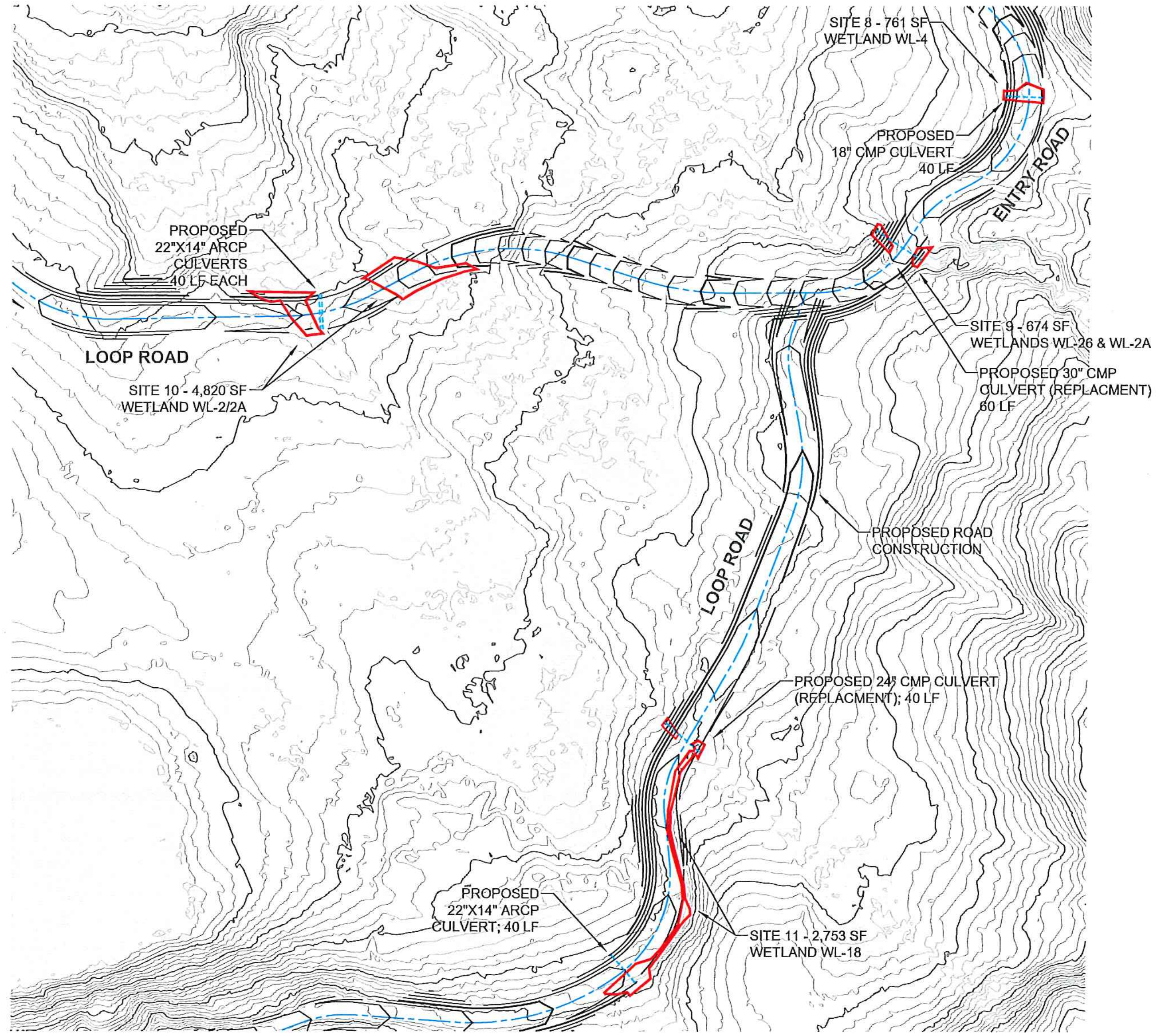


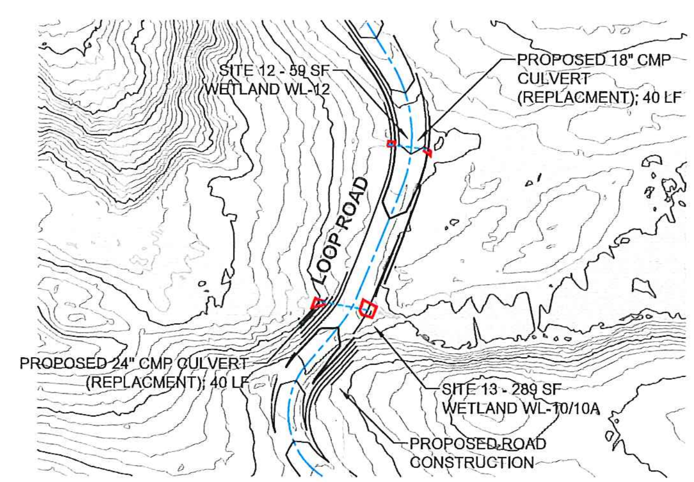
SITES 1-7



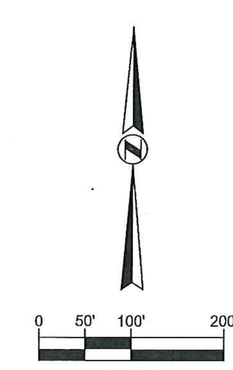
SITES 8-11

SUMMARY TABLE

SITE	WETLAND ID	AREA (sf)
1	BB-1 (2018)	867
2	WL-1 (2018)	1,165
3	WL-2 (2018)	2,182
4	WL-3 (2018)	938
5	BB-2 (2018)	646
6	WL-7	283
7	WL-2A	2,124
8	WL-4	761
9	WL-26 & WL-2A	674
10	WL-2/2A	4,820
11	WL-18	2,753
12	WL-12	59
13	WL-10/10A	289
14	RES W-38	553
15	RES W-42	370
16	RES W-46	252
17	RES W-37	2,114
18	RES W-36	1,224
TOTAL		22,074



SITES 12-13



MOONLIGHT BASIN
MADISON COUNTY, MONTANA

LEE'S POOL SUBDIVISION P.U.D.
PROPOSED 2019 WETLAND IMPACTS

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 4/29/19
PROJECT NO.: NA
DRAWING NAME: LP 2019 404 permit.dwg
SHEET 2 OF 3

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
O: (406) 219-0830

MOONLIGHT BASIN

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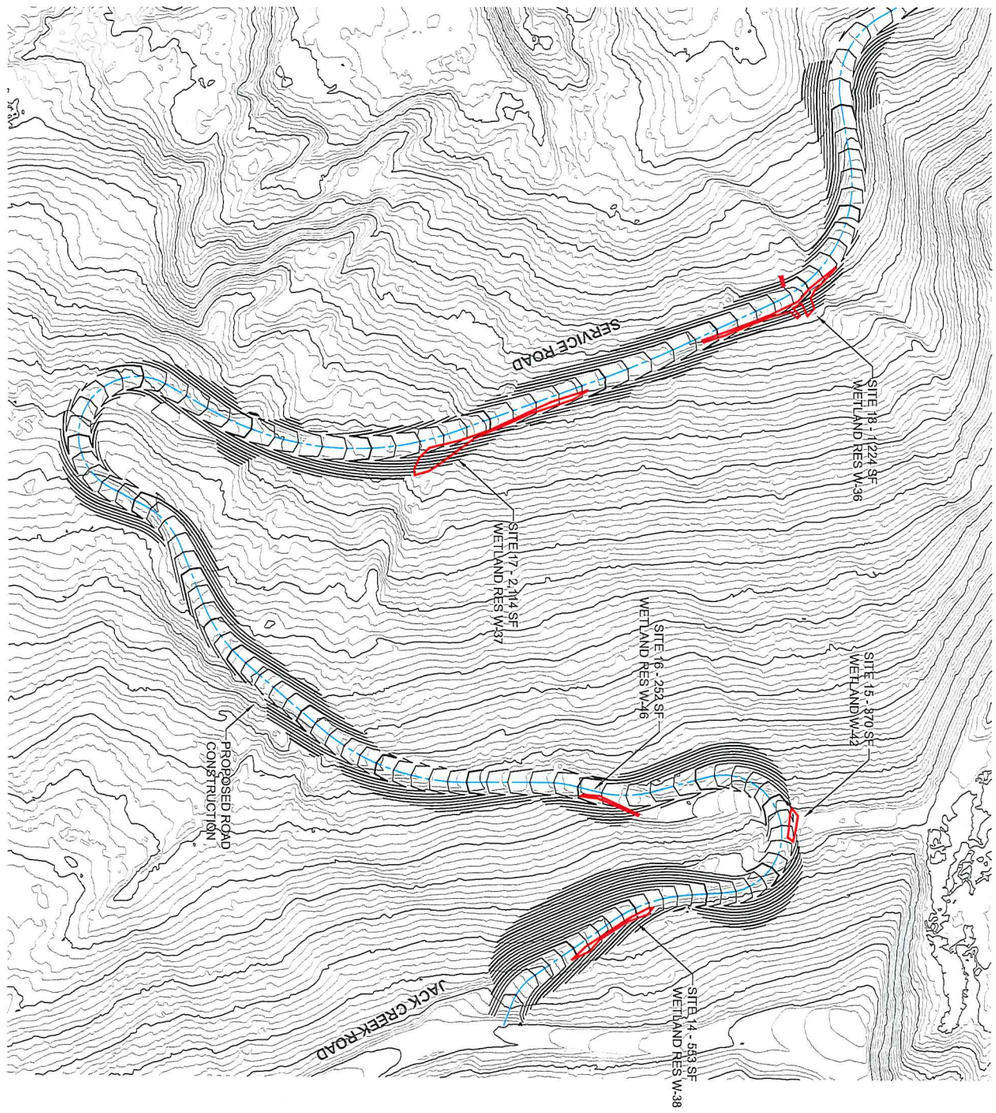
SCALE 0 50' 100' 200'

N

SITES 14-18



MOONLIGHT BASIN MADISON COUNTY, MONTANA LEE'S POOL SUBDIVISION P.U.D. PROPOSED 2019 WETLAND IMPACTS	DRAWN BY: EWB DESIGNED BY: NA DATE ISSUED: 4/29/19 PROJECT NO.: NA DRAWING NAME: LP 2019 404 permit.dwg SHEET 3 OF 3	LONE MOUNTAIN LAND COMPANY 25 TOWN CENTER AVENUE P.O. BOX 160040 BIG SKY, MT 59716 O: (406) 219-0830	This map has been created for planning purposes only. It shall only be used for illustrative and orientation purposes and what is represented on the map may change based on planning and development decisions. Unless otherwise stated it is not a survey or recorded plat and is not intended to portray actual acreage, delineated wetlands, geotechnical results, property lines or the actual surveyed location of any infrastructure that may be indicated on the map. By accepting this map, the recipient acknowledges that the information portrayed on this map is for illustrative purposes only and may not accurately portray what currently exists on the site, what is to be developed and/or what is on record or on file with the Madison County Clerk and Recorder or Madison County Planning Department. This map shall not be used as a substitute for the recipient's own independent due diligence regarding the property. MB MT Acquisition LLC, and its affiliated or parent companies, subsidiaries, officers, directors, members, managers, employees and agents assume no responsibility for, and make no representations regarding, the accuracy of the information portrayed on this map.

COE-HLV
MAY 0 6 2019
Received

Madison County Weed Board

*P.O. Box 278*Virginia City, Montana 59755*Physical Address: 2296 Hwy 287 Alder, MT 59710*
*Phone: Margie (406)842-5595*Janie (406)842-5596*Fax (406)842-5596*
*E-mail*Margie Edsall – medsall@madisoncountymt.gov*

September 13, 2019

MB MT Acquisition, LLC
PO Box 160040
Big Sky, MT. 59716-0040

Re: ***Lees's Pool Subdivision PUD***

Gentlemen,

The Madison County Weed Board thanks you for filing a Noxious Weed Management Plan for ***Lees's Pool Subdivision PUD*** which is located in ***Section 12, Township 6S, Range 2E.***

The Management Plan has been approved and we request that any future owners must be made aware of this plan pertaining to weed management and meet the requirements of the Montana County Noxious Weed Control ***Act. 7-22-2116***, Unlawful to Permit Noxious Weeds to Propagate (go to seed).

Thank you for your concerns about noxious weeds and if you have any other questions feel free to call our office at (406) 842-5595.

Sincerely,

Margie N. Edsall, Coordinator
Madison County Weed Board

cc. Board of Madison County Commissioner
cc. Clerk & Recorders Office
cc. Madison County Planning Board

B. Subdivisions

As stated in "VI General Provisions and Improvement Standards" of "Madison County Subdivision Regulations" (Effective January 1, 1996):
"A Weed Control Agreement must be approved by the Madison County Weed Board and will be signed by the Subdivider."

And – Cost Share program under Section 7-22-2146-
Madison County will supply administrative assistance, review and personnel.
Office space, vehicle, equipment, communications equipment, computer, fax and photocopy will be supplied by Madison County. The owner will supply funds to defray the expenses incurred.

1. A Madison County Weed Board approved Weed Management Plan and Cost Share Program will be filed with the Weed Board prior to final Subdivision approval. This Plan will include:
    a. the owner or representative's name and address
    b. location by legal description
    c. a vicinity or other map locating the ownership
    d. noxious weed data
        1. types of noxious weeds
        2. approximate acres of infestations
        3. anticipated land use and other environmental concerns
        4. planned weed control activities
        5. plans for future weed control (3-5 years)
        6. owners Notary approved signature
2. The Madison County Weed Board, or its representative, will inspect the proposed Subdivision, with consideration given to the filed Weed Management Plan as a reference for noxious weeds infesting the Subdivision acreage.
3. The deposit to be paid by the Subdivider to defray the expenses of Subdivision inspection and subdivision Weed Management Plan and Cost-Share Program approval is as follows:
    a. a fee of $75.00 ~~plus a mileage rate may be charged (at State rate per mile)~~ for Minor subdivisions (1-5 lots).
    b. a fee of $75.00 ~~plus a mileage rate may be charged (at State rate per mile)~~ plus $7.50 for each additional lot for Major Subdivisions
    c. application for Subdivision Weed Management Plan review and approval shall not be accepted unless accompanied by applicable fees.

The Board shall deduct man hours of labor, materials, and equipment time involved in the inspection and Cost-Share Program. The Administrator shall itemize each category and send a bill to the owner. The charges due on the bill will be deducted from the deposit. Repayment shall be due thirty (30) days from the date the bill is sent. A copy of the bill shall be submitted by the Board to the County Clerk and Recorder. The Board shall notify the Clerk and Recorder whether the bill is paid within the time designated. If it is not repaid on or before the date due, the County Clerk and Recorder shall certify the amount thereof, with the description of the land to be charged, and shall enter the sum on the assessment list as a special tax on the land, to be collected in the manner provided in
7-22-2148 MCA.

4. After reviewing the Plan and the Subdivision site, the Plan will be acted on at the next regular meeting of the Madison County Weed Board. If the Plan is approved, an approval letter will be sent to:
    a. the subdivider or its representative
    b. the Madison County Board of Commissioners
    c. the Madison County Clerk and Recorder's office
    d. the Madison County Planning Board

If the Plan is not approved, the Subdivider has the following options:

a. make revision to the Plan and resubmit it.
b. request assistance for the Weed Board or its representative in revising the Weed Management Plan
c. request an Administrative hearing pursuant to Sec. 7-22-2110, MCA

The Madison County Weed Board considers the Subdivision Weed Management Plan process a positive means of continuing awareness and education of the need for landowners to be knowledgeable and responsible to their noxious weed problems and the Board's desire to persist with the effective management of the State and County declared noxious weeds, as is stated in the Montana/County Noxious Weed Control Act.

Madison County Weed Board

PO Box 278*Virginia City, MT 59755*Physical Address: 2296 Hwy 287, Alder, MT 59710
Ph# Margie (406) 842-5595 * Janie (406) 842-5596 * Fax (406) 842-5596
E-mail – Margie – medsall@madisoncountymt.gov

Noxious Weed Control Management Plan

Plan#_____ Date: August 25, 2019

I. Ownership and Location:

A. Name: MB MT Acquisition LLC

Address: P.O. Box 160040, Big Sky, Montana 59716

Phone# 406-995-6333

B. Location:

a. Legal Description:_____1/4_____1/4_____1/4

Section 12, Township 6S Range 2E

C. How many Lots? 9

D. A Map identifying or locating the Ownership must be included

E. Name of Subdivision: Lee's Pool Subdivision, PUD

II. Noxious Weed Data:

A. Types of Noxious Weeds: Spotted knapweed, Canada thistle and yellow toadflax

B. Acres of infestation by weed species and land use. (use data key-2nd pg.)

Location	Weed Species	Acres	Land Uses	Environmental & Safety Factors
Example:	S. knapweed	4	Residential	Trees/Garden/Creek
1,	S. knapweed	1/10-acre	M	Adjacent vegetation/Public
2.	C. thistle	½ acre	M, H, L	Public, Adjacent vegetation, Wildlife
3.	Y. toadflax	¼ acre	M, H. L	Public, Adjacent vegetation, Wildlife
4.				
5.				

(If possible, please locate above infestations on map) See Attached

III. Control activities:

A. Types of Control: (1) Chemical___X___(2) Biological
(3) Cultural_____(4) Intergrated_____(5) Other_____

B. Control Methods: (1) Handgun___X___(2)Ground Boom_____
(3) Aerial Application_____(4) Other_____

C. Who will conduct the control activity (application)?
(1) Self___X___(2) Neighbor_____(3) Commercial Applicator_____
(4) Other_____

IV. Other plans for present control: (Time of control, Herbicides used and application rates, monitoring, etc.) Spring – Fall, Herbicides for use include Telar/Escort 1.5 oz/acre, Milestone 4 to 7 oz/acre

V. Plans for future Noxious Weed Control: (Monitoring plans- vegetative transects, photo points, employee awareness. Herbicide use plans. Biological use plans. etc.) Continued monitoring in mapped weed infestations following herbicide applications, photo points, applicator training, certification, employee awareness and continued weed mapping

Noxious Weed Data Key:

1. Spotted Knapweed
2. Diffuse Knapweed
3. Russian Knapweed
4. Leafy Spurge
5. Canada Thistle
6. Musk Thistle
7. Dalmation Toadflax
8. Yellow Toadflax
9. Field Bindweed
10. Whitetop (hoary cress)
11. St. Johnswort
12. Dyer's Woad
13. Yellow Starthistle
14. Oxeye Daisy
15. Tansy Ragwort
16. Rush Skeltonweed
17. Common Tansy
18. Houndstongue
19. Common Mullein
20. Flowering Rush
21. Purple Loosestrife
22. Eurasian Water Milfoil
23. Saltcedar
24. Blueweed
25. Orange Hawkweed
26. Meadow Hawkweed Complex
27. Scotch Broom
28. Sulfur Cinquefoil
29. Tall Buttercup
30. Yellowflag Iris
31. Curly Leaf Pondweed
32. Hoary Alyssum
33. Hydrilla
34. Knotweed Complex
35. Perennial Pepperweed
36. Cheatgrass
37. Japanese Knotweed
38. Field Scabious

A. Cultivated Cropland
B. Cultivated Hayland
C. Irrigated Pasture (range)
D. Native Rangelands
E. Riparian Lands
F. Timber Lands
G. Mining Lands
H. Residential Site (rural)
I. Residential Site (urban)
J. Commercial (rural)
K. Commercial (Urban)
L. Recreation
M. Non-use

Note: All Noxious Weed Management Plans must be signed, dated, and notarized !

(For office use only)
VI. Approval / Non-Approval:
***Before the Board will accept this Weed Management Plan for Approval, the Applicant must have his/her Notarized signature in place on this document. The Weed Board Chairperson will sign after Board Review and Approval.**

A. Approval- ✓ Date: 9-12-19
B. Approval with modifications- _____ Date: _____
C. Non - Approval- _____ Date: _____

D. Board Recommendations & Reasons: Should the Board have any recommendations to assist the landowner, or if this Plan is not approved, a letter of explanation will be sent to the landowner.

Madison County Weed Board

(Chairman Signature)

9/12/19
(Date)

Applicant/Landowner

(Signature)

9/2/19
(Date)

STATE OF MONTANA)
COUNTY OF ~~MADISON~~ Gallatin) ss.

On this 2nd day of Sept, 20 19, before me, the undersigned Notary Public in and for the State of Montana, personally appeared Kevin Germain, known to me to be the person whose name is subscribed this instrument was signed and sworn to before me as the same.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my notarial seal the day and year first above written.

Jane Egan Bertelsen
Notary Public of the State of Montana

Residing at Big Sky, MT
My Commission Expires Oct. 26, 2021

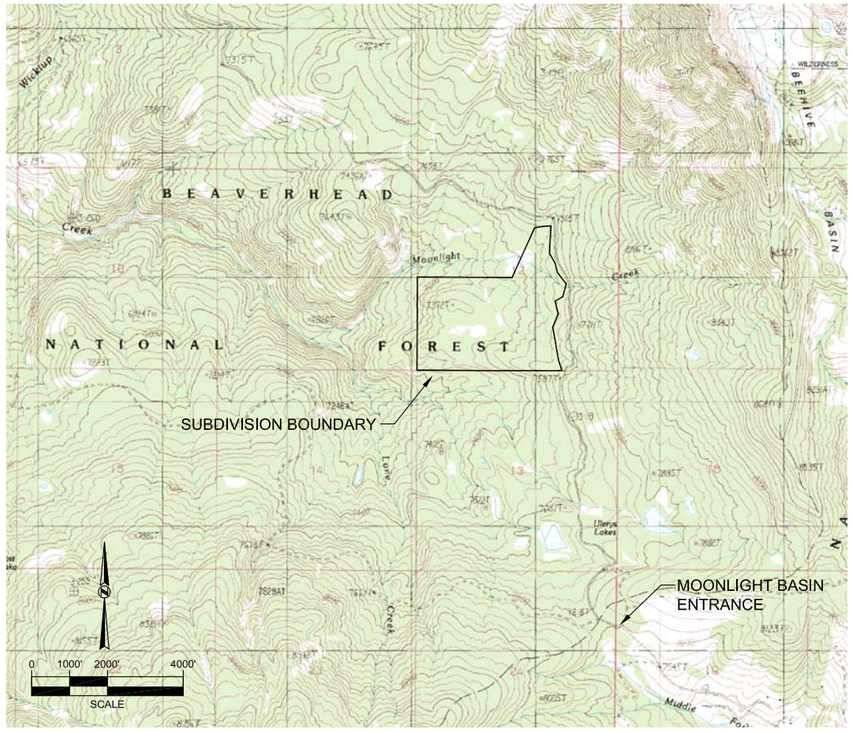
JANE EGAN BERTELSON NOTARIAL SEAL STATE OF MONTANA

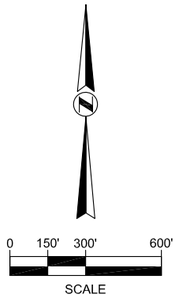
JANE EGAN BERTELSON
NOTARY PUBLIC for the
State of Montana
Residing at Big Sky, Montana
My Commission Expires
October 26, 2021

LEE'S POOL SUBDIVISION P.U.D.

WEED MANAGEMENT PLAN EXHIBIT

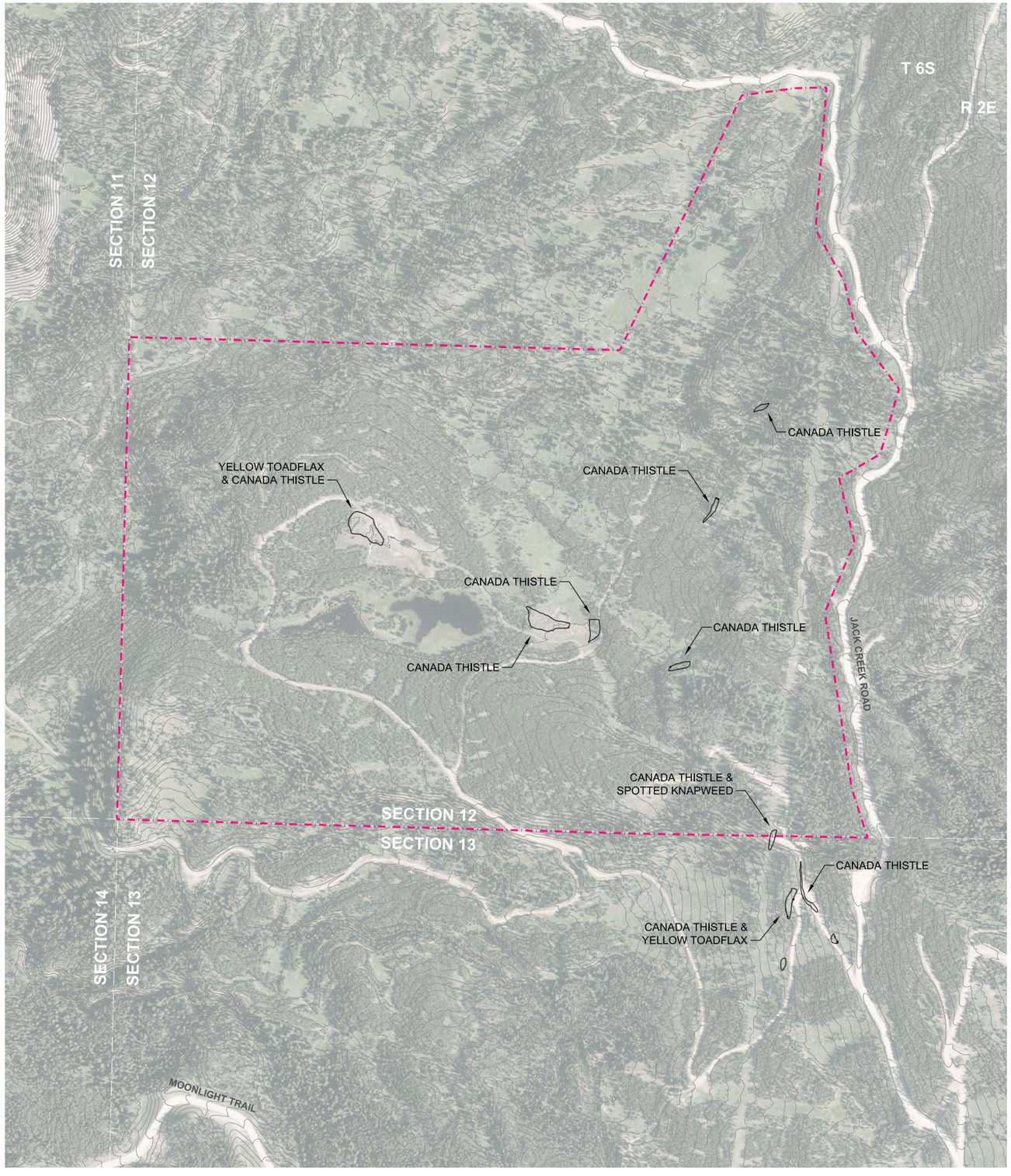
VICINITY MAP





NOTE:

1. THE AERIAL PHOTOGRAPH AND CONTOURS ARE FROM THE 2014 FLIGHT OF THE PROPERTY. THE CONTOUR INTERVAL IS 10'.



PLAN VIEW

This map has been created for planning purposes only. It shall only be used for illustrative and orientation purposes and what is represented on the map may change based on planning and development decisions. Unless otherwise stated it is not a survey or recorded plat and is not intended to portray actual acreage, delineated wetlands, geotechnical results, property lines or the actual surveyed location of any infrastructure that may be shown on this map. Madison County makes no warranty, representation or guaranty as to the information portrayed on this map is for illustrative purposes only and may not accurately portray what currently exists on the site, what is to be developed and/or what is on record or on file with the Madison County Clerk and Recorder or Madison County Planning Department. This map shall not be used as a substitute for the recipient's own independent due diligence regarding the property. MB MT Acquisition LLC, and its affiliated or parent companies, subsidiaries, officers, directors, members, managers, employees and agents disclaim any responsibility for, and make no representations regarding, the accuracy of the information portrayed on this map.

LONE MOUNTAIN LAND COMPANY
25 TOWN CENTER AVENUE
P.O. BOX 160040
BIG SKY, MT 59716
O: (406) 219-0830

MOONLIGHT BASIN

DRAWN BY: EWB
DESIGNED BY: NA
DATE ISSUED: 8/26/19
PROJECT NO.: NA
DRAWING NAME: LP 2019 Weed Plan Exhibit.dwg
SHEET 1 OF 1

MOONLIGHT BASIN
MADISON COUNTY, MONTANA

LEE'S POOL SUBDIVISION P.U.D.
WEED MANAGEMENT PLAN EXHIBIT

D:\2018 Projects\BE 18-02 One & Only\CAD Projects\Lee's Pool Prelim Plat\dwg\LP 2019 Weed Plan Exhibit.dwg, 8/26/2019 10:47:45 AM, Beartooth Engineering

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix P

MBW&S Capacity Letters

MOONLIGHT BASIN

Water & Sewer

June 4, 2019

Lone Mountain Land Company
25 Town Center Avenue
P.O. Box 160040
Big Sky, MT 59716

RE: Lee's Pool Subdivision P.U.D. – Water & Wastewater Capacity Analysis

As per Approval Condition 22-ODP for the Moonlight Basin Overall Development Plan, 2018 Update Approval, MT Moonlight Basin Water & Sewer LLC (MBW&S) has completed a Water & Wastewater Capacity Analysis for the Lee's Pool Subdivision P.U.D. The analysis is attached to this letter.

Water Supply capacity is based on maximum day usage with the largest well out of service independent of tank storage. As shown on Table 1 on the attached analysis, the remaining capacity in the system after the proposed development is 116k gallons, which is approximately 211 residential units.

Wastewater Treatment capacity is based on the maximum day flow into the treatment facility. The Lee's Pool Subdivision will ultimately be served by the new wastewater treatment facility (#2) which is scheduled to be operational in August. As shown on Table 4 on the attached analysis, the remaining capacity in the facility after the proposed development is 133k gallons, which is approximately 267 residential units.

Please note that the remaining capacities on the analysis are based on an average flow per residential unit which is subject to change.

Sincerely,

Eric Butts, P.E.
Beartooth Engineering, PLLC
eric@beartoothengineering.com
Contract Utility Engineer – Moonlight Basin Water & Sewer

Moonlight Basin Water & Sewer
Water & Wastewater Capacity Analysis
Lee's Pool Subdivision P.U.D.
June 2019

MOONLIGHT BASIN
Water & Sewer

Water Supply

Table 1. Water Capacity Summary

Source Capacity Well Yield* =>	296	gpm
Source Capacity per Day* =>	426,240	gallons
(with largest well out of service)		
2018 Maximum Day =>	138,036	gallons
Committed Developments =>	81,164	gallons
Proposed Development =>	91,005	gallons
Remaining Capacity =>	116,036	gallons
Approximate Remaining Capacity =>	211	units

Table 2. Existing Wells

Well	Yield	Units
PW1	45	gpm
PW2	85	gpm
PW3	130	gpm
PW4	66	gpm
PW5	100	gpm
Total	426	gpm

Table 3. Existing, Committed, and Proposed Developments - Water

Development	Unit Type	# of Units	Max. Day Demand (gal)	Landscaping Area (sf)	Irrigation Demand (gpd)	Total Demand (gpd)
Existing						
Residential and Commercial	-	285	-	-	-	138,036
Committed						
Vacant Lots	custom	18	12,609	27,000	2,066	14,675
Lower Ulery's 1	home	9	7,200	13,500	1,033	8,233
Lower Ulery's 2	cabin	6	2,700	3,000	230	2,930
Lodge Residences	condo	13	6,750	9,750	746	7,496
SW Entry	condo	18	8,100	10,800	827	8,927
Lower Ulery's 3 (Residential)	mixed	32	16,600	11,250	861	17,461
Lower Ulery's 3 (Commercial)	-	1	5,000	25,000	1,913	6,913
Madison Overlook 1	custom	13	9,750	19,500	1,492	11,242
Lower Ulery's 4	cabin	5	3,000	3,750	287	3,287
Subtotal		115				81,164
Proposed						
Lee's Pool Subdivision	mixed	132	70,364	-	20,641	91,005

Wastewater Treatment

Table 4. Wastewater Capacity Summary

Treatment Facility #2 Capacity =>	240,000	gpd
2018 Maximum Day =>	5,000	gallons
Committed Developments =>	31,350	gallons
Proposed Development =>	70,364	gallons
Remaining Capacity =>	133,286	gallons
Approximate Remaining Capacity =>	267	units

Table 5. Existing, Committed, and Proposed Developments - Wastewater

Development	Unit Type	# of Units	Max. Day Demand (gal)
Existing			
Existing	-	-	5,000
Committed			
Lower Ulery's 3 (Residential)	mixed	27	13,600
Lower Ulery's 3 (Commercial)	-	1	5,000
Madison Overlook 1	custom	13	9,750
Lower Ulery's 4	cabin	5	3,000
Subtotal		46	31,350
Proposed			
Lee's Pool Subdivision	mixed	132	70,364

Notes

1. Existing residential and commercial development unit counts in Table 3 are as of the beginning of 2018.

2. All water demand quantities in Table 3 are from the DEQ submittals for the individual developments.

3. The balance of the units shown for Lower Ulery's 1 and 2 under committed in Table 3 are included in the existing count.

4. Existing development in Table 5 consists of the Madison Village Base Area; all other existing and committed developments are served by Treatment Facility #1.

5. Approximate Remaining Capacity (units) is based on an average gpd/unit and is subject to change.

6. The Lee's Pool Subdivision consists of 132 residential units and commercial development.

MOONLIGHT BASIN
LEE'S POOL SUBDIVISION
PRELIMINARY PLAT APPLICATION

Appendix Q

Water Right Summary

WATER RIGHT SUMMARY

27-Aug-19

Water Rights – Moonlight currently has water rights (41H-30005212, 41H-99524 and 41H-30013630) to provide for a total of 723 units. We have 305 units remaining in the above rights that will be applied to the Lees Pool Subdivision. A change application to include the Lees Pool location was applied for in March of 2019 and is anticipated to be issued in spring of 2020. See Table Below. The 160 units for the Lees Pool subdivision are dedicated as part of 305 units remaining in our existing water rights. Moonlight has a pending water right application for the balance of the units in the ODP that should be approved in the next year.

Moonlight currently has three water rights approved for residential development, listed to the right:

Water Right #	Units
41H-30005212	388
41H-99524	85
41H-30013630	250
Total	723

The above referenced water rights are currently serving or proposed to serve the following neighborhoods. The exceptions are subdivisions that have individual wells for each home site. Use of wells is counted in the total of 1651 ODP Units but not against the density units available through water rights. This is noted in the chart where applicable.

	Allocated ODP Units	Platted ODP Units	Remaining ODP Units	Units Allocated From Water Rights Above[1]
LODGE[1]	370	370	0	323
PONY VILLAGE	140		140	0
ULERY'S LAKE	84	82	2	82
MADISON VILLAGE	380		380	0
OVERLOOK	76	13	63	13
GOLF COURSE	77		77	0
LOWER HILLSIDE	35		35	0
HIDDEN LAKE	77		77	0
THREE PEAKS	136		136	0
LEE'S POOL[2]	140		140	0
160+ ACRE RANCHES[1]	19	5	14	0
TERRITORY RESERVE I	34		34	0
TERRITORY RESERVE II	33		33	0
TERRITORY RESERVE III	17		17	0
ULERY'S LAKE (COS 1017)[1]	23	23	0	0
TIMBER RIDGE[1]	6	6	0	0
STRAWBERRY RIDGE[1]	4	4	0	0
Total	1651	503	1148	418
Total remaining units from water rights listed above:				305

A Place of Use Change Application was submitted to the MT DNRC in March of 2019 to encompass all of the proposed development areas in Moonlight. It is anticipated the Change Application will be approved by June of 2020.

Total units in the ODP that may require water rights[1]:	1552
Total units included in water rights 41H-30005212, 41H-99524 and 41H-30013630:	723
Total units which are included in the final water right application (41F-30070321):	829

Moonlight submitted its final water right application (41F-30070321) for the remaining 829 units in March of 2014. We have been addressing concerns of the DNRC as well as FWP. We anticipate an agreement signed with FWP by September 2019 and anticipate final issuance of the water right by DNRC in 2021.

Foot Notes:

1. Diamond Hitch Sub (47), 160+ Acre Ranches (19), Ulerys Lake COS 1017 (23), Timber Ridge (6) and Strawberry Ridge (4) are or will be served by individual wells. These 99 units are included in the 1651 total ODP units but not in the allocation of the existing 723 water rights units.
2. During the platting process, the unit density allocation for Lee's Pool will be increased from 140 to approximately 160, and a corresponding reduction will be made in allocations of ODP units to other projects and lots.