

SEALED BID

KBZN, Montana

BIDS DUE BY 5:00PM MDT

# AUCTION

Wednesday, May 10



## INFORMATION BOOKLET

**14,000** sq. ft. Commercial Hangar  
*at Bozeman Yellowstone International Airport*

Ideal for Light to Mid-Size Jet, Turboprop  
and Multi Piston Aircraft

Desirable Location with PUBLIC ACCESS

Potential Commercial Aviation Uses  
- FBO, Charter, Maintenance & Flight School

Two Hangar Doors - 90'x28' AND 66'x15'6"

Radiant Heat Flooring Throughout Hangar

2,100 SF Fully Finished Office Space

Limited Ground Lease Opportunities at KBZN



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## *Disclaimer*

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

AUCTION  
MANAGER

**BRENT WELLINGS • 405.332.5505 • [brent@schraderauction.com](mailto:brent@schraderauction.com)**



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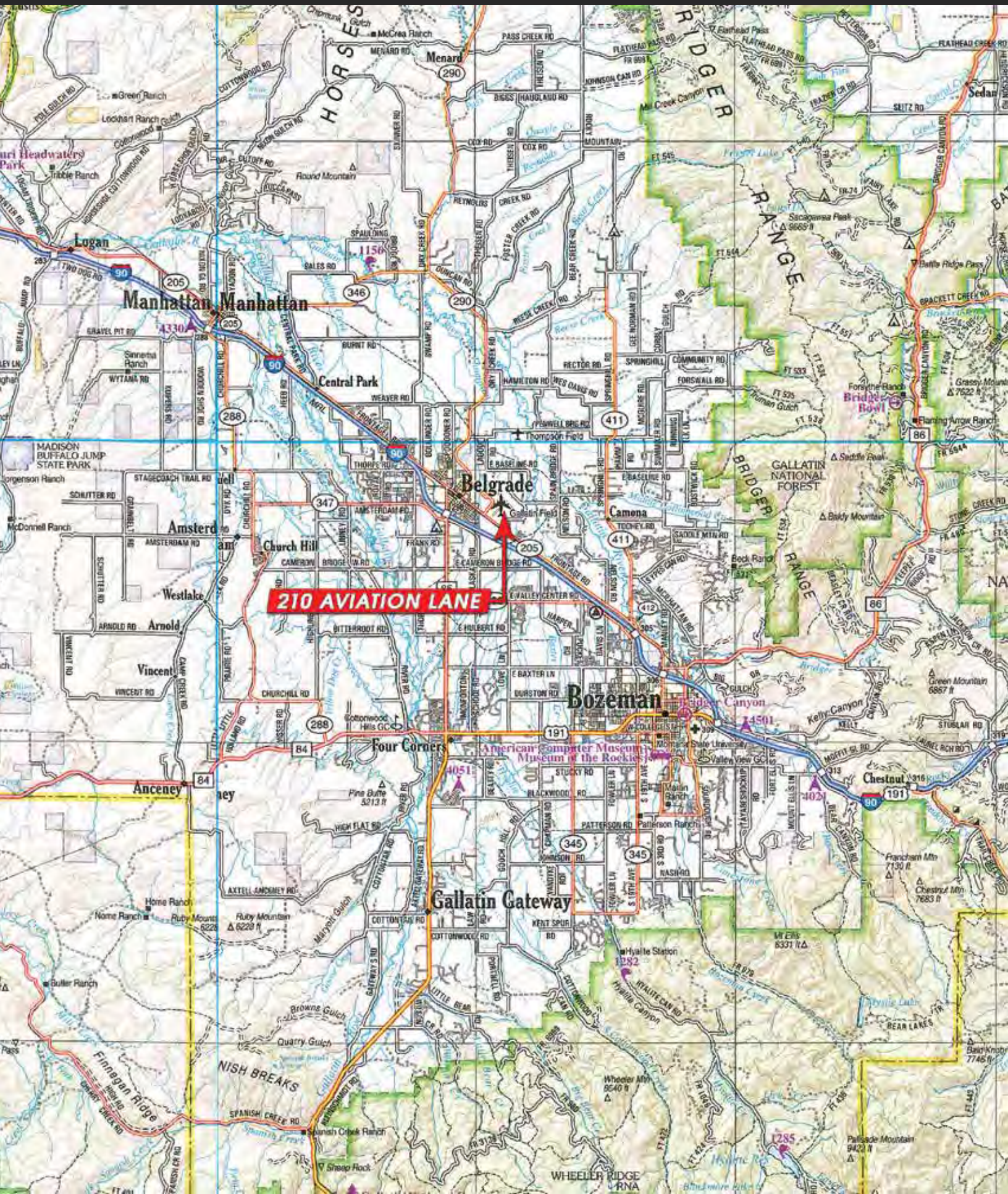




# ***LOCATION MAP***



# LOCATION MAP





# ***PROPERTY DESCRIPTION***

SEALED BID

BIDS DUE BY 5:00PM MDT

# AUCTION

Wednesday, May 10

Deliver bids to 210 Aviation Lane, Belgrade  
Montana 59714 • Attn: Brent Wellings

## 14,000 sq. ft. Commercial Hangar at Bozeman Yellowstone International Airport



- Ideal for Light to Mid-Size Jet, Turboprop and Multi Piston Aircraft
- Desirable Location with PUBLIC ACCESS
- Potential Commercial Aviation Uses- FBO, Charter, Maintenance & Flight School
- Two Hangar Doors – 90'x28' AND 66'x15'6"
- Radiant Heat Flooring Throughout Hangar
- 2,100 SF Fully Finished Office Space
- Limited Ground Lease Opportunities at KBZN

### OPEN INSPECTION DATES

210 Aviation Lane, Belgrade, MT

Tues, April 4 • 9AM-12PM

Tues, April 25 • 3-6PM

Wed, April 26 • 9AM-12PM

Tues, May 9 • 3-6PM

Wed, May 10 • 12PM-5PM

We are proud to present **210 Aviation Lane**, a truly **LIMITED OPPORTUNITY** to acquire a Commercial/ Executive Hangar at Bozeman Yellowstone International Airport. An exceptional aviation property located at one of the premier destination airports in the country, this type of acquisition opportunity rarely comes to market. Historically, the premise has been operated as a successful flight school, charter service and aircraft management facility. With two hangar doors and 11,900 sq. ft. of hangar space, the property is ideal for light to mid-size jet, turboprop, multi piston and single engine aircraft. Additionally, public access parking provides for a number of general/commercial aviation uses, such as: FBO, Charter, Maintenance and Flight School. The property is being offered by Sealed Bid Auction, please reference the Sealed Bid Packet for full terms and bidding instructions.

### AUCTION TERMS

**BIDDING PROCEDURE:** The property will be offered via a Sealed Bid Auction with bidding procedures more specifically outlined in the Sealed Bid Packet. The final bids are subject to the Seller's acceptance or rejection.

**PURCHASE CONTRACT:** With the submission of a Bid(s), each Buyer is required to sign the purchase contract documents in the forms provided in the Sealed Bid Packet. All statements and information in the marketing materials are subject to the terms and conditions of the purchase contract documents. Seller shall not be bound by any statement, promise or inducement that is not contained in the purchase contract documents.

**DOWN PAYMENT:** 10% of the total contract purchase price will be due as a down payment on the day of auction, with the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

**CONVEYANCE:** Property shall be conveyed, transferred and assigned to Buyer at closing by an appropriate form of leasehold deed, assignment and/or sublease agreement, to be furnished at Seller's expense.

**GROUND LEASE:** This auction pertains to the commercial aircraft hangar located at 210 Aviation Ln in Belgrade, Montana and the lessee's interest in a ground lease with respect to the hangar site. The Sealed Bid Packet will contain a more definitive description of the ground lease rights to be sold and acquired.

**EVIDENCE OF TITLE:** Seller agrees to make available to bidder a preliminary title insurance commitment to review prior to auction. The cost of title insurance, if the buyer(s) elects to purchase the title insurance policy, will be shared equally 50:50 by Buyer(s) and Seller. Seller agrees to provide merchantable title to the property subject to matters of record, general conditions of title, and similar related matters. All Property sold "AS-IS".

**CLOSING:** The closing shall take place 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

**POSSESSION:** Reference the Sealed Bid Packet for full details on possession terms.

**SURVEY:** A new survey will be obtained only in necessary to record the conveyance or if otherwise deemed appropriate in the Seller's sole discretion. If a new survey is obtained, the survey cost will be shared equally by Seller and Buyer.

**TRACT MAPS; ACRES; DIMENSIONS:** Tract maps, advertised acres and improvement dimensions are approximations based on existing tax parcel data, legal descriptions, architectural plans &/or aerial mapping data and are not provided as survey products.

**REAL ESTATE TAXES:** Real Estate taxes shall be prorated to the date of closing.

**CONDUCT OF AUCTION:** The conduct of the Sealed Bid Auction will be at the direction and

discretion of the Auction Company, Seller and its agents reserve the right to preclude any person from bidding if there is any questions as to the person's identity, credentials, fitness, etc.

**AGENCY:** Schrader Real Estate and Auction Company, Inc. and their representatives are exclusive agents of the Seller.

**DISCLAIMER AND ABSENCE OF WARRANTIES:** ALL PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE BY SELLER OR AUCTION COMPANY CONCERNING THE PROPERTY. Prospective bidders are responsible for conducting their own independent inspections, investigations, inquiries and due diligence concerning the property. The information contained in the marketing materials is provided in order to facilitate (and not as a substitute for) a prospective bidder's pre-auction due diligence. All marketing materials are subject to a prospective bidder's independent verification. Seller and Auction Company assume no liability for any inaccuracies, errors or omissions in such materials. All sketches and dimensions are approximate.

**CHANGES:** Please regularly check [www.schraderauction.com](http://www.schraderauction.com) to review any changes and/or additional information. THE PURCHASE CONTRACT DOCUMENTS WILL SUPERSEDE THE MARKETING MATERIALS AND ANY OTHER PRIOR STATEMENTS.

Auction Manager:

BRENT WELLINGS • 405.332.5505

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 **SCHRADER**  
Real Estate and Auction Company, Inc.



# ***HANGAR DESIGN PLANS/DRAWINGS***

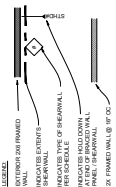




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- NOTES:**
1. ALL FRAMING LUMBER USED WITHIN EXTERIOR WALL CONSTRUCTION SHALL BE OF A BEL. STR.
    - 1.1. HANGAR WALLS: OF A, BEL. STR.
    - 1.2. OFFICE WALLS: SPF NO.2 OR BETTER
    - 1.3. INTERIOR CORRIDOR WALLS: SPF NO.2 OR BETTER
    - 1.4. HEADERS: W/NO.2 OR BETTER
  2. INTERIOR FRAMING LUMBER SHALL BE SPF NO. 2 OR BETTER.
  3. CONTRACTOR TO COORDINATE ALL ELECTRICAL, PLUMBING AND MECHANICAL WORK WITH BUILDERS/HAND SIPS MANUFACTURER.

**SHEET INFORMATION**

DRAWN BY:	DWS
CHECKED BY:	DWS
DATE:	07-27-18
SCALE:	3/16" = 1'-0"

**A1.1**

[illegible]

MANUFACTURER.





# HANGAR DESIGN PLANS/DRAWINGS

## ORIGINAL HANGAR

PROJECT

BOZEMAN YELLOWSTONE INTERNATIONAL AIRPORT  
BELGRADE, MONTANA

DESIGNER

**ENGINEERING**  
2134 INDUSTRIAL DRIVE A3  
BOZEMAN, MT 59715

REVISIONS

REV. 1 SIP TO FRMD WALLS 7-27-18

STAMP

BOZEMAN YELLOWSTONE INTERNATIONAL AIRPORT  
A2.1

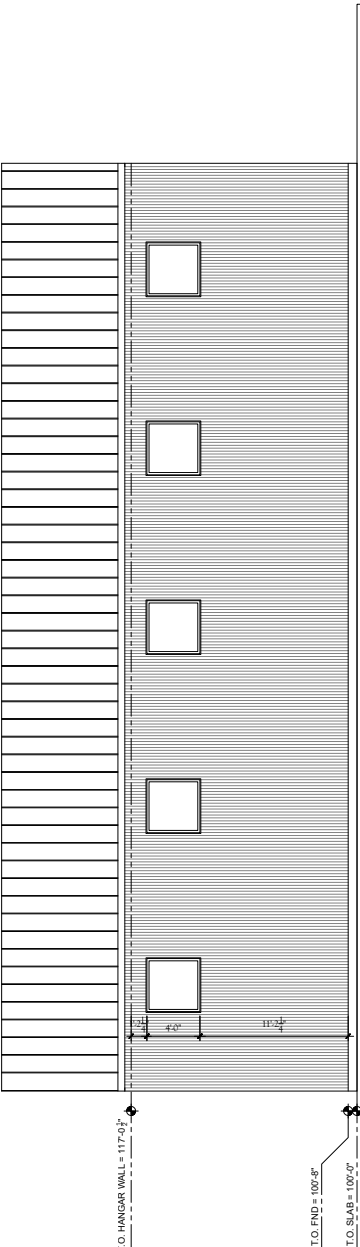
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CHECKED BY: DWS  
DATE: 07-27-18  
SCALE: 3/8" = 1'-0"

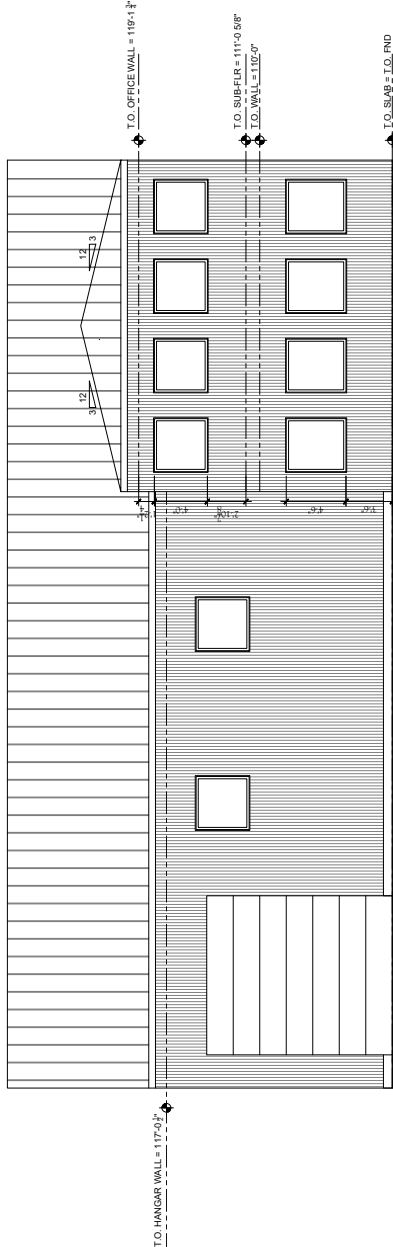
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DESCRIPTION

DATE



EAST ELEVATION



WEST ELEVATION



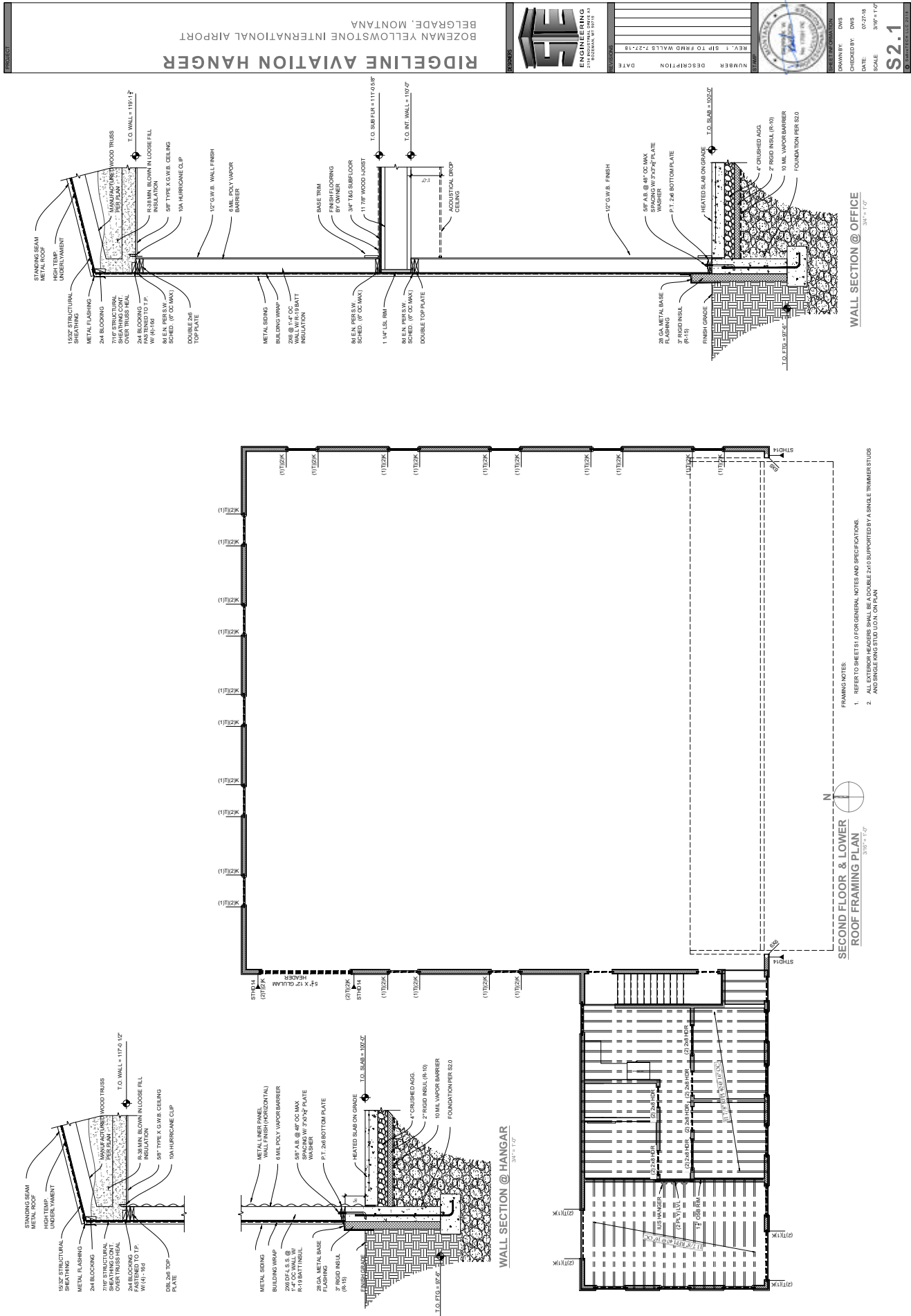


FOUNDATION PLAN  
1/4" = 1'-0"



# HANGAR DESIGN PLANS/DRAWINGS

## ORIGINAL HANGAR



# HANGAR DESIGN PLANS/DRAWINGS

## ORIGINAL HANGAR

BOZEMAN YELLOWSTONE INTERNATIONAL AIRPORT  
BELGRADE, MONTANA

ENGINEERING

BOZEMAN, MT 59715

NUMBER

DESCRIPTION

DATE

REVISION

DESCRIPTION

DATE

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SIP TO FRMD WALLS 7-27-18

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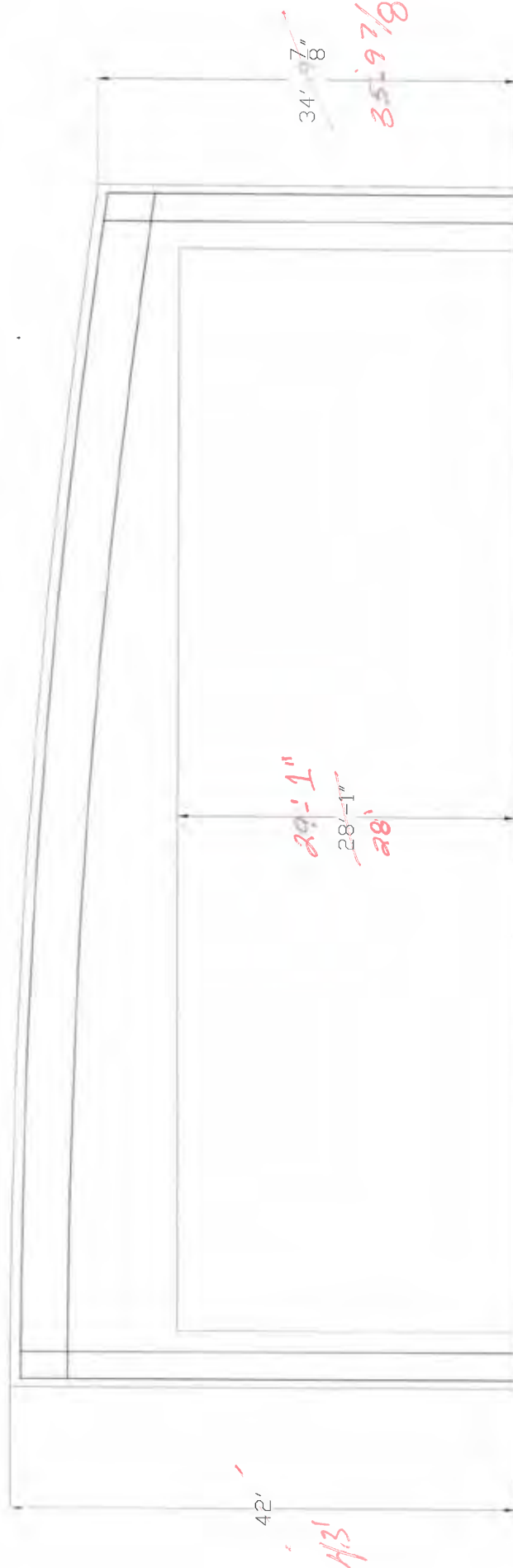
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# HANGAR DESIGN PLANS/DRAWINGS

## LARGE HANGAR



700' RADIUS  
REVISED LOW EAVE



# HANGAR DESIGN PLANS/DRAWINGS

## LARGE HANGAR

### STRUCTURAL SHEET LIST

SHEET NUMBER	SHEET TITLE
S1.0	GENERAL NOTES
S1.1	FOUNDATION PLAN
S5.1	FOUNDATION DETAILS
Sheet Total: 3	

### DRAWING LEGEND

MARK	DESCRIPTION	MARK	DESCRIPTION
F2.0	FOOTING SYMBOL (REFER TO SPREAD FOOTING SCHEDULE)	I	INDICATES WIDE FLANGE COLUMN
1P	PILE CAP SYMBOL (REFER TO PILE CAP SCHEDULE)	□	INDICATES HOLLOW STRUCTURAL SECTION (HSS) COLUMN OR TUBE STEEL (TS) COLUMN
①	TILT-UP/PRECAST CONCRETE WALL CONNECTION SYMBOL (REFER TO CONNECTION DETAIL)	○	INDICATES HOLLOW STRUCTURAL SECTION (HSS) COLUMN OR STEEL PIPE COLUMN
2W4	SHEAR WALL SYMBOL (REFER TO SHEAR WALL SCHEDULE)	■	INDICATES WOOD POST
△	REVISION TRIANGLE	■	INDICATES BUNDLED STUDS
1	TILT-UP/PRECAST CONCRETE WALL PANEL NUMBER (REFER TO TILT-UP/PRECAST CONCRETE WALL ELEVATIONS)	■	INDICATES CONCRETE COLUMN
1	CMU WALL REINFORCING SYMBOL (REFER TO CMU WALL REINFORCING SCHEDULE)	■	INDICATES PRECAST CONCRETE COLUMN
8"	CONTINUITY PLATE LENGTH (REFER TO TYPICAL DETAIL)	—	INDICATES MOMENT FRAME CONNECTION
DS	INDICATES DOUBLE SHEAR CONNECTION (REFER TO THE DOUBLE SHEAR PLATE CONNECTIONS DETAIL)	—	INDICATES CANTILEVER CONNECTION
DOTB	INDICATES REINFORCING TYPE (REFER TO THE REINFORCING SCHEDULE)	—	INDICATES DRAG CONNECTION
SR	INDICATES NUMBER OF STUD RAIL REQUIRED AT COLUMN (REFER TO STUD RAIL DETAILS)	—	INDICATES WOOD OR STEEL STUD WALL
1	ROOF/FLOOR DIAPHRAGM NAILING SYMBOL (REFER TO DIAPHRAGM NAILING SCHEDULE)	—	INDICATES MASONRY/CMU WALL
C1 XXXX	STEEL/CONCRETE COLUMN SYMBOL (REFER TO STEEL COLUMN SCHEDULE)	—	INDICATES CONCRETE/TILT-UP CONCRETE WALL
1/FTG = X'-X"	ELEVATION SYMBOL (T) REFERS TO COMPONENT THAT THE ELEVATION REFERENCES)	—	INDICATES WOOD OR STEEL STUD SHEAR WALL
3	STUD BUBBLE INDICATES NUMBER OF STUDS REQUIRED IF EXCEEDS NUMBER SPECIFIED IN PLAN NOTE)	—	INDICATES BEARING WALL BELOW
1	INDICATES STEP IN FOOTING (REFER TO TYPICAL STEP IN FOOTING DETAIL)	—	INDICATES EXISTING WALL
X SXX	DETAILS OR SECTION CUT (DETAIL NUMBER/SHEET NUMBER)	—	POST-TENSION DEAD END (PLAN)
00 S0.0	DETAILS OR SECTION CUT IN PLAN VIEW (DETAIL NUMBER/SHEET NUMBER)	—	POST-TENSION STRESSING END (PLAN)
XX/SXX/XX	INDICATES LOCATION OF CONCRETE WALLS, SHEAR WALLS OR BRACED FRAME ELEVATIONS	—	POST-TENSION PROFILE (PLAN) (IN INCHES)
—	SPAN INDICATOR (INDICATES EXTENTS OF FRAMING MEMBERS OR OTHER STRUCTURAL COMPONENTS)	—	INTERMEDIATE STRESSING (PLAN)
—	INDICATES DIRECTION OF DECK SPAN		

### ABBREVIATIONS

L	Angle	EXT	Exterior	PSF	Pounds per Square																																																																																										
AB	Anchor Bolt	FD	Floor Drain		Foot																																																																																										
ADBL	Additional	FDN	Foundation	PSI	Pounds Per Square																																																																																										
ADH	Adhesive	FIN	Finish		Inch																																																																																										
ALT	Alternate	FLR	Floor	PSL	Parallel Strand																																																																																										
ARCH	Architectural	FRP	Fiberglass Reinforced Plastic		Lumber																																																																																										
B or BOT	Bottom	FR	Fire Retardant Treated	P-T	Post-Tensioned																																																																																										
B/	Bottom Of	FTG	Footings	PT	Pressure Treated																																																																																										
BLDG	Building	FJ	Face of	R	Radius																																																																																										
BLKG	Blocking	GA	Gage	RD	Roof Drain																																																																																										
BMU	Brick Masonry Unit	GALV	Galvanized	REF	Refer/Reference																																																																																										
BP	Baseplate	GEOTECH	Geotechnical	REIN	Reinforcing																																																																																										
BRBF	Buckling Restrained	GL	Glue Laminated Timber	REQD	Required																																																																																										
	Braced Frame	GWV	Gypsum Wall Board	RET	Retaining																																																																																										
BRG	Bracing	HDR	Header	SCBF	Special Concentric																																																																																										
BTWN	Between	HF	Hem-Fir	SCHED	Schedule																																																																																										
C	Camber	HGR	Hanger	SFRS	Seismic Force-																																																																																										
CL	Centerline	HD	Hold-down		Resisting System																																																																																										
CLT	Cross-Laminated	HORIZ	Horizontal	SHTHG	Sheathing																																																																																										
	Timber	HP	High Point	SIM	Similar																																																																																										
CB	Castellated Beam	HSS = TS	(Hollow Structural Section)	SMF	Special Moment																																																																																										
CIP	Cast In Place	IBC	International Building Code		Frame																																																																																										
CJ	Construction or	ID	Inside Diameter	SOG	Slab on Grade																																																																																										
	Control Joint	IE	Invert Elevation	SP	Southern Pine																																																																																										
CJP	Complete Joint	IF	Inside Face	SPEC	Specification																																																																																										
	Penetration	INT	Interior	SQ	Square																																																																																										
CLR	Clear	k	Kips	SR	Strudair																																																																																										
CLG	Celling	KSF	Kips Per Square Foot	SF	Square Foot																																																																																										
CMU	Concrete Masonry	LF	Lineal Foot	SST	Stainless Steel																																																																																										
	Unit	LL	Live Load	STAGG	Slagger/Staggered																																																																																										
COL	Column	LLH	Long Leg Horizontal	STD	Standard																																																																																										
CONC	Concrete	LLV	Long Leg Vertical	STIFF	Stiffener																																																																																										
CONN	Connection	LP	Low Point	STL	Steel																																																																																										
CONST	Construction	LONGIT	Longitudinal	STRUCT	Structural																																																																																										
CONT	Continuous	LSL	Laminated Strand Lumber	SWWJ	Solid Web Wood																																																																																										
C'SINK	Counter-sink	LVL	Laminated Veneer Lumber		Joist																																																																																										
CTRD	Centered	MAS	Masonry	SYM	Symmetrical																																																																																										
DIA	Diameter	MAX	Maximum	T	Top																																																																																										
DB	Drop Beam	MECH	Mechanical	T/	Top Of																																																																																										
DBA	Deformed Bar Anchor	MEZZ	Mezzanine	T&B	Top & Bottom																																																																																										
DBL	Double	MFR	Manufacturer	TO AX LD	Top Chord Axial Load																																																																																										
DEMO	Demolish	MIN	Minimum	TCX	Top Chord Extension																																																																																										
DEV	Development	MISC	Miscellaneous	TDS	Tie Down System																																																																																										
DF	Douglas Fir	NIC	Not In Contact	T&G	Tongue & Groove																																																																																										
DIAG	Diagonal	NLT	Nail-Laminated	THKND	Thickened																																																																																										
DIST	Distributed		Timber	THRD	Threaded																																																																																										
DL	Dead Load	NTS	Not To Scale	THRU	Through																																																																																										
DN	Down	OC	On Center	TRANSV	Transverse </tr <tr><td>DO</td><td>Ditto</td><td>OCBF</td><td>Ordinary Concentric Braced</td><td>TYP</td><td>Typical</td></tr> <tr><td>DP</td><td>Depth/Deep</td><td></td><td>Frame</td><td>UBC</td><td>Uniform Building</td></tr> <tr><td>DWG</td><td>Drawing</td><td>OD</td><td>Outside Diameter</td><td></td><td>Code</td></tr> <tr><td>(E)</td><td>Existing</td><td>OF</td><td>Outside Face</td><td>UNO</td><td>Unless Noted</td></tr> <tr><td>EA</td><td>Each</td><td>OPNG</td><td>Opening</td><td></td><td>Otherwise</td></tr> <tr><td>EF</td><td>Each Face</td><td>OPP</td><td>Opposite</td><td>URM</td><td>Unreinforced</td></tr> <tr><td>EL</td><td>Elevation</td><td>OWSJ</td><td>Open Web Steel Joist</td><td></td><td>Masonry Unit</td></tr> <tr><td>ELEC</td><td>Electrical</td><td>OWWJ</td><td>Open Web Wood Joist</td><td>VERT</td><td>Vertical</td></tr> <tr><td>ELEV</td><td>Elevator</td><td>P</td><td>Plate</td><td>W</td><td>Width</td></tr> <tr><td>EMBED</td><td>Embedment</td><td>PAF</td><td>Powder Actuated Fastener</td><td>W/</td><td>With</td></tr> <tr><td>EQ</td><td>Equal</td><td>PC</td><td>Precast</td><td>W/O</td><td>Without</td></tr> <tr><td>EQUIP</td><td>Equipment</td><td>PERP</td><td>Perpendicular</td><td>WHS</td><td>Welded Headed Stud</td></tr> <tr><td>EW</td><td>Each Way</td><td>PLWD</td><td>Plywood</td><td>WP</td><td>Working Point</td></tr> <tr><td>EXP</td><td>Expansion</td><td>PP</td><td>Partial Penetration</td><td>WWF</td><td>Welded Wire Fabric</td></tr> <tr><td>EXP JT</td><td>Expansion Joint</td><td>PREFAB</td><td>Prefabricated</td><td>±</td><td>Plus or Minus</td></tr>	DO	Ditto	OCBF	Ordinary Concentric Braced	TYP	Typical	DP	Depth/Deep		Frame	UBC	Uniform Building	DWG	Drawing	OD	Outside Diameter		Code	(E)	Existing	OF	Outside Face	UNO	Unless Noted	EA	Each	OPNG	Opening		Otherwise	EF	Each Face	OPP	Opposite	URM	Unreinforced	EL	Elevation	OWSJ	Open Web Steel Joist		Masonry Unit	ELEC	Electrical	OWWJ	Open Web Wood Joist	VERT	Vertical	ELEV	Elevator	P	Plate	W	Width	EMBED	Embedment	PAF	Powder Actuated Fastener	W/	With	EQ	Equal	PC	Precast	W/O	Without	EQUIP	Equipment	PERP	Perpendicular	WHS	Welded Headed Stud	EW	Each Way	PLWD	Plywood	WP	Working Point	EXP	Expansion	PP	Partial Penetration	WWF	Welded Wire Fabric	EXP JT	Expansion Joint	PREFAB	Prefabricated	±	Plus or Minus
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PREPARED BY:



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SIGNATURE:

REVISIONS:  
NO. DATE

APPROVALS:

Job No.: 20141-0642  
Proj. Manager: SLB  
Drawn: CMR  
Reviewed:  
Dwg. Chk.:  
Date: 12/16/2020  
Scale: AS NOTED

PROJECT TITLE:

RIDGELINE AVIATION

SHEET TITLE:

GENERAL NOTES

SHEET NO.

S1.0

PROGRESS SET, NOT FOR CONSTRUCTION

210 AVIATION LANE  
BELGRADE, MT

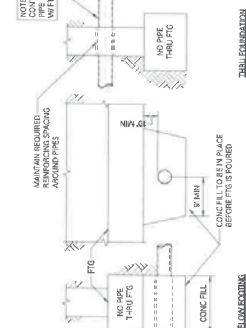
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# HANGAR DESIGN PLANS/DRAWINGS

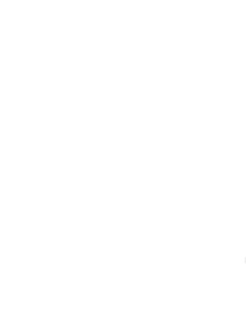
## LARGE HANGAR

REBAR LAP SCHEDULE		
BAR #	CLASS 'A'	CLASS 'B'
12	12"	12"
14	14"	14"
16	16"	16"
18	18"	18"
20	20"	20"
22	22"	22"
24	24"	24"
26	26"	26"
28	28"	28"
30	30"	30"
32	32"	32"
34	34"	34"
36	36"	36"
38	38"	38"
40	40"	40"
42	42"	42"
44	44"	44"
46	46"	46"
48	48"	48"
50	50"	50"
52	52"	52"
54	54"	54"
56	56"	56"
58	58"	58"
60	60"	60"
62	62"	62"
64	64"	64"
66	66"	66"
68	68"	68"
70	70"	70"
72	72"	72"
74	74"	74"
76	76"	76"
78	78"	78"
80	80"	80"
82	82"	82"
84	84"	84"
86	86"	86"
88	88"	88"
90	90"	90"
92	92"	92"
94	94"	94"
96	96"	96"
98	98"	98"
100	100"	100"

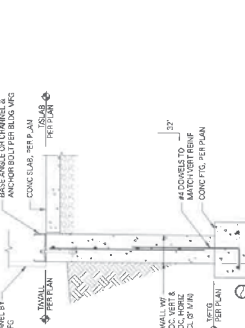
1 REBAR LAP SCHEDULE - 4000 PSI CONC  
SCALE: 12" = 1'-0"



2 WALL REIN AT INT & CORNER - SGL MAT  
SCALE: 36" = 1'-0"



3 TYPICAL CONCRETE SLAB JOINT  
SCALE: 36" = 1'-0"

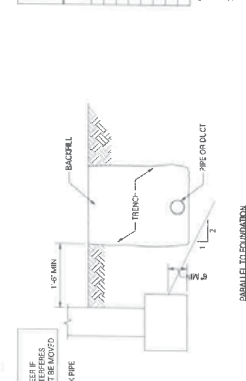


4 TYPICAL ISOLATION JOINT AT PIER  
SCALE: 36" = 1'-0"

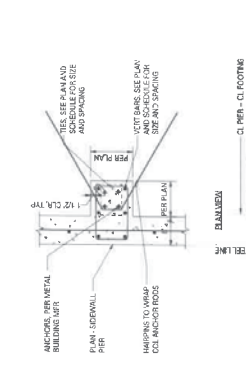


ANCHOR EMBED SCHEDULE		
BAR #	EMBED	EMBED
12	12"	12"
14	14"	14"
16	16"	16"
18	18"	18"
20	20"	20"
22	22"	22"
24	24"	24"
26	26"	26"
28	28"	28"
30	30"	30"
32	32"	32"
34	34"	34"
36	36"	36"
38	38"	38"
40	40"	40"
42	42"	42"
44	44"	44"
46	46"	46"
48	48"	48"
50	50"	50"
52	52"	52"
54	54"	54"
56	56"	56"
58	58"	58"
60	60"	60"
62	62"	62"
64	64"	64"
66	66"	66"
68	68"	68"
70	70"	70"
72	72"	72"
74	74"	74"
76	76"	76"
78	78"	78"
80	80"	80"
82	82"	82"
84	84"	84"
86	86"	86"
88	88"	88"
90	90"	90"
92	92"	92"
94	94"	94"
96	96"	96"
98	98"	98"
100	100"	100"

5 ALLOWABLE TRENCHING & UTILITY PLACEMENT  
SCALE: 36" = 1'-0"



6 ANCHOR EMBED SCHEDULE  
SCALE: 12" = 1'-0"



7 TYP SLAB POUR OVER AT WALL OPNG  
SCALE: 36" = 1'-0"

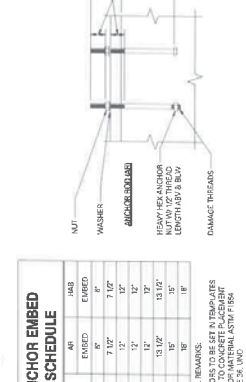


8 TYP 8" CONC WALL/FTG  
SCALE: 36" = 1'-0"

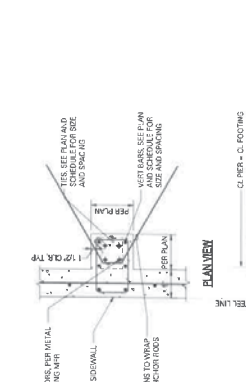


REBAR LAP SCHEDULE		
BAR #	CLASS 'A'	CLASS 'B'
12	12"	12"
14	14"	14"
16	16"	16"
18	18"	18"
20	20"	20"
22	22"	22"
24	24"	24"
26	26"	26"
28	28"	28"
30	30"	30"
32	32"	32"
34	34"	34"
36	36"	36"
38	38"	38"
40	40"	40"
42	42"	42"
44	44"	44"
46	46"	46"
48	48"	48"
50	50"	50"
52	52"	52"
54	54"	54"
56	56"	56"
58	58"	58"
60	60"	60"
62	62"	62"
64	64"	64"
66	66"	66"
68	68"	68"
70	70"	70"
72	72"	72"
74	74"	74"
76	76"	76"
78	78"	78"
80	80"	80"
82	82"	82"
84	84"	84"
86	86"	86"
88	88"	88"
90	90"	90"
92	92"	92"
94	94"	94"
96	96"	96"
98	98"	98"
100	100"	100"

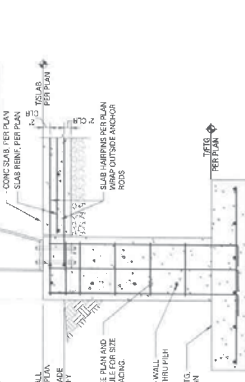
9 TYP STL BLDG PIER/FTG W/ HAIRPINS  
SCALE: 36" = 1'-0"



10 TYP FTG STEP AT CONC FND WALL  
SCALE: 36" = 1'-0"



11 THICKENED SLAB EDGE @ EXISTING WALL  
SCALE: 36" = 1'-0"

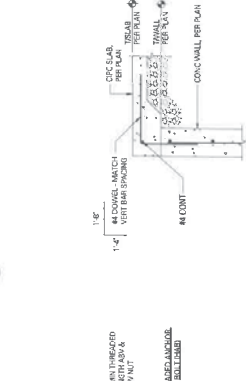


12 TYP FTG STEP AT CONC FND WALL  
SCALE: 36" = 1'-0"

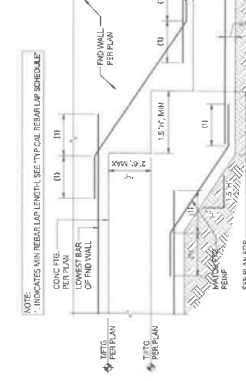


REBAR LAP SCHEDULE		
BAR #	CLASS 'A'	CLASS 'B'
12	12"	12"
14	14"	14"
16	16"	16"
18	18"	18"
20	20"	20"
22	22"	22"
24	24"	24"
26	26"	26"
28	28"	28"
30	30"	30"
32	32"	32"
34	34"	34"
36	36"	36"
38	38"	38"
40	40"	40"
42	42"	42"
44	44"	44"
46	46"	46"
48	48"	48"
50	50"	50"
52	52"	52"
54	54"	54"
56	56"	56"
58	58"	58"
60	60"	60"
62	62"	62"
64	64"	64"
66	66"	66"
68	68"	68"
70	70"	70"
72	72"	72"
74	74"	74"
76	76"	76"
78	78"	78"
80	80"	80"
82	82"	82"
84	84"	84"
86	86"	86"
88	88"	88"
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92	92"	92"
94	94"	94"
96	96"	96"
98	98"	98"
100	100"	100"

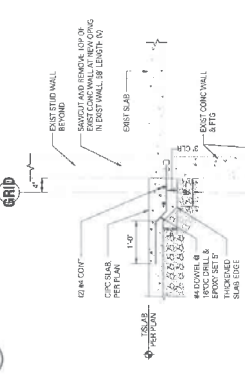
13 TYPICAL ISOLATION JOINT AT PIER  
SCALE: 36" = 1'-0"



14 TYP SLAB POUR OVER AT WALL OPNG  
SCALE: 36" = 1'-0"



15 TYP FTG STEP AT CONC FND WALL  
SCALE: 36" = 1'-0"



16 THICKENED SLAB EDGE @ EXISTING WALL  
SCALE: 36" = 1'-0"

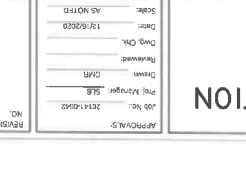


REBAR LAP SCHEDULE		
BAR #	CLASS 'A'	CLASS 'B'
12	12"	12"
14	14"	14"
16	16"	16"
18	18"	18"
20	20"	20"
22	22"	22"
24	24"	24"
26	26"	26"
28	28"	28"
30	30"	30"
32	32"	32"
34	34"	34"
36	36"	36"
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40	40"	40"
42	42"	42"
44	44"	44"
46	46"	46"
48	48"	48"
50	50"	50"
52	52"	52"
54	54"	54"
56	56"	56"
58	58"	58"
60	60"	60"
62	62"	62"
64	64"	64"
66	66"	66"
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76	76"	76"
78	78"	78"
80	80"	80"
82	82"	82"
84	84"	84"
86	86"	86"
88	88"	88"
90	90"	90"
92	92"	92"
94	94"	94"
96	96"	96"
98	98"	98"
100	100"	100"

17 TYPICAL ISOLATION JOINT AT PIER  
SCALE: 36" = 1'-0"



18 TYP SLAB POUR OVER AT WALL OPNG  
SCALE: 36" = 1'-0"



19 TYP FTG STEP AT CONC FND WALL  
SCALE: 36" = 1'-0"



20 THICKENED SLAB EDGE @ EXISTING WALL  
SCALE: 36" = 1'-0"





# ***AIRPORT GROUND LEASE***

# AIRPORT GROUND LEASE

## COMMERCIAL HANGAR GROUND LEASE AGREEMENT

This LEASE AGREEMENT dated the 1<sup>st</sup> day of August, 2018 by and between the GALLATIN AIRPORT hereinafter referred to as the "AUTHORITY" of the County of Gallatin, State of Montana and CENTERLINE PROPERTIES, LLC hereinafter referred to as the "LESSEE" of Belgrade, Montana.

### WITNESSETH:

WHEREAS, the AUTHORITY herein is the owner of Bozeman Yellowstone International Airport, located in Gallatin County, Montana and;

WHEREAS, the LESSEE desires to lease a tract of land for the purpose of having a commercial aircraft operations, service and storage hangar on the premises and the AUTHORITY desires to grant such a lease and set forth the terms and conditions of such occupancy and use of the Airport;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the parties hereto agree as follows:

### ARTICLE I - PREMISES

Section 1.01: Premises. The AUTHORITY leases to the LESSEE and the LESSEE rents from the AUTHORITY, subject to the terms and conditions hereinafter set forth, a tract of land hereinafter referred to as the "Site", for a commercial aircraft hangar as hereinafter set forth, which parcel is shown upon the plat attached hereto and marked "Exhibit 1" and by this reference made a part hereof.

### ARTICLE II - LESSEE'S RIGHTS

Section 2.01: The LESSEE shall have the use of the aforesaid premises for the purpose commercial storage, maintenance and operation of aircraft in conjunction with the LESSEE's Operating Agreement. Neither LESSEE nor guests are permitted to sleep overnight in the hangar. The LESSEE shall have no right to use said premises for residential purposes, or as an apartment, or for any overnight accommodations unless such use shall be authorized by a subsequent rule or regulations of the AUTHORITY.

Section 2.02: In addition to the general privileges and rights set forth in Section 2.01 above, the LESSEE shall have the following privileges and rights:

- a. The loading and unloading of aircraft in any lawful commercial activity.
- b. The right of ingress and egress from the demised premises without charge therefore except for the considerations set out herein.
- c. No other use may be made of the premises without written approval of the AUTHORITY.

### ARTICLE III - UNDERTAKINGS OF LESSEE

Section 3.01: The LESSEE shall at its own expense keep, maintain, and repair the Leased Premises and any improvements thereto and all equipment and buildings in a presentable and operable

# AIRPORT GROUND LEASE

condition and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity. This shall include, but not limited to: roof, exterior painting, all doors, paved areas, lighting, grass, and landscaped areas within the lease lines. The AUTHORITY shall be the sole judge of what shall be considered a presentable and operable condition.

The LESSEE further agrees that there will be no outside storage of any nature, whatsoever, on the Leased Premises. The only item allowed to be located outside is the mode of transportation used by the LESSEE to travel to the Leased Premises.

In the event the LESSEE does not keep the Leased Premises in presentable condition, the AUTHORITY has the right to issue a written notice to remedy the condition forthwith. Should the LESSEE fail to perform satisfactorily within ninety (90) days of such notification, or show cause for extension of said time period, the AUTHORITY shall have the right to perform, or have performed by an outside contractor the necessary work without liability, and the LESSEE agrees to pay the AUTHORITY one hundred fifteen percent (115%) of such expenses within thirty (30) days of invoice receipt. Within sixty (60) days of notification, the LESSEE may request an extension of time from the AUTHORITY if it appears such extension is warranted, or appeal the remedy through the normal Board process.

In the event of fire or any other casualty to building(s) or other structures owned by the LESSEE, the LESSEE shall either repair or replace the building or remove the damaged building and restore the leased premises to its original condition; such action must be accomplished within one hundred eighty (180) days of the date the damage occurred

Section 3.02: The LESSEE agrees to cause to be removed, at its own expense, from the leased premises all waste, garbage and rubbish and agrees not to deposit the same, except temporarily in connection with collection for removal, on any part of the demised premises or other property of the AUTHORITY constituting the Airport.

Section 3.03: The LESSEE agrees to pay all cost of utility, janitorial and other such services that may be necessary or required in the operation or maintenance of the leased premises, provided, however, that LESSEE is hereby given the right to connect to such utility outlets as LESSEE deems necessary or as may be required, with such connection to be at LESSEE's sole expense and cost.

Section 3.04: The LESSEE agrees not to suffer or permit to be installed or maintained upon the outside of any improvements on the leased premises any billboard or advertising signs, except that the LESSEE may install and maintain on the outside of said building its name and other AUTHORITY approved markings; such signs, however, as to their size, construction, location and general appearance shall be approved in writing by the AUTHORITY in advance of installation.

Section 3.05: The LESSEE hereby grants the AUTHORITY the right to install, operate and maintain underground utility lines under the leased premises as may be required to serve other areas. AUTHORITY agrees to restore any areas disturbed by the installation or maintenance of such utility lines to their previous condition at AUTHORITY's expense.

## ARTICLE IV - TERM OF LEASEHOLD

Section 4.01: The term of this Lease Agreement shall be for a period of Twenty (20) years



# AIRPORT GROUND LEASE

commencing on the 1<sup>st</sup> day of August, 2018 and ending on the 31<sup>st</sup> day of July, 2038.

Section 4.02: Renewal Option. If the Lease Agreement is not then in default, the LESSEE shall have one (1) option to renew this Lease Agreement on the same terms and conditions except for the establishment of the land rent as herein provided. Option shall be for a period of ten (10) years and shall be exercised by notice, in writing and given to the Authority not less than ninety (90) days nor more than one hundred eighty (180) days before the last day of the expiring term.

## ARTICLE V - RENTALS

Section 5.01: LESSEE agrees to pay to the AUTHORITY the standard commercial lease rate ("Standard Commercial Lease Rate") as ground rental. The Standard Commercial Lease Rate may be adjusted as set forth in Section 5.02. The current Standard Commercial Lease Rate is \$0.10 per square foot per year, totaling Three Thousand Nine Hundred Eighty-Six and 43/100 (\$3,986.43) per year. This rental shall be paid monthly in a sum equal to one-twelfth (1/12) of the annual rent due hereunder in advance of the 1st day of each and every calendar month, beginning August 1, 2018. Provided, however, that LESSEE shall have the privilege of pre-payment of any annual rent by payment of the same on or before any anniversary date of this Lease Agreement.

Section 5.02: Commencing on July 1, 2020 the Standard Commercial Lease Rate shall be raised to \$0.12 per square foot per year, totaling Four Thousand Seven Hundred Eighty-Three and 72/100 (\$4,783.72) per year, and LESSEE shall pay the new Standard Non-Commercial Lease Rate. The AUTHORITY's Standard Commercial Lease Rate shall be examined and, if appropriate, re-established as of July 1, 2023 and every third July 1, thereafter. Such adjustment shall be based on land rental at other Montana airports of equal use. Any increase in the Standard Non-Commercial Lease

In the event the LESSEE and AUTHORITY do not agree, the value shall be determined by arbitration.

After notice by either party to the other party requesting arbitration, one arbitrator shall be appointed by each party. Notice of the appointment shall be given by each party to the other when made. If they fail to select a third arbitrator, on application by either party, the third arbitrator shall be promptly appointed by the presiding Judge of the District Court of the State of Montana, County of Gallatin, acting in his individual capacity. Each party shall bear the expense of its own appointed arbitrator and shall bear all other expenses equally. The value shall be the decision of not less than two of the arbitrators. The value determined by the arbitrators shall be effective and retroactive to the first (1st) day of the rental period under arbitration.

Section 5.03: As part of the consideration hereof and in lieu of field user charges for common use of public airport facilities, subject, however, to the provisions of Section 5.04 hereof, the AUTHORITY shall be entitled to collect and the LESSEE agrees to pay a fuel flowage fee for each gallon of fuel delivered into its aircraft on said Airport in an amount per gallon equal to that levied on all other similar public airport facility users from time to time by the AUTHORITY. The LESSEE agrees to purchase or

# AIRPORT GROUND LEASE

supply its aircraft on said Airport with all its requirements of aviation fuels as are reasonably convenient in view of the transient nature of the LESSEE's aircraft.

Section 5.04: It is expressly understood that the AUTHORITY may from time to time establish field user charges for use made of the public airport facilities. Such field user charges shall be payable by the user, including the LESSEE herein, of such facilities, in accordance with rules and regulations, ordinances or resolutions of the AUTHORITY of general application to all field users similarly situated and operating.

Section 5.05: The LESSEE shall pay all lawful taxes and assessments which during the term hereof may become a lien upon or which may be levied by the state, county or any other tax levying body upon any taxable interest of the LESSEE acquired in this Lease Agreement, or any taxable possessor right which the LESSEE may have in or to the premises or facilities hereby leased or the improvements hereon, by reason of its use or occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the LESSEE in and about the said premises.

## ARTICLE VI - TERMINATION, DEFAULT, ASSIGNMENT, TRANSFER AND SUBLEASE

Section 6.01: If the AUTHORITY desires to continue to lease this plot for the existing use, a good faith effort will be made by the AUTHORITY and the LESSEE to either extend this Lease Agreement or enter into a new agreement mutually acceptable to both parties within ninety (90) days prior to the expiration of this agreement. If no agreement is reached, the lease shall be terminated.

Upon termination of this agreement by the passage of time or otherwise, the AUTHORITY shall have the option to require the removal of all structures, installations or improvements within ninety (90) days after the expiration of the Lease Agreement at the LESSEE's expense. If the LESSEE fails to remove the structures, installations and improvements within ninety (90) days, the AUTHORITY shall have the option to take title to such structures, installations and improvements.

Section 6.02: Provided, always, these entire agreements are upon these conditions, that (a) if the LESSEE shall fail to pay rent when due, or (b) if the LESSEE shall fail or neglect to do or perform or observe any of the covenants contained herein on the LESSEE's part to be kept and performed, and such default under (a) herein shall continue for a period of not less than five (5) days or under (b) herein for a period of not less than sixty (60) days after the AUTHORITY has notified the LESSEE in writing of LESSEE's default hereunder, or if the LESSEE shall be declared bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, or if the destruction of the LESSEE's hangar building without replacement within a period of six (6) months (plus such additional time equal to the time the LESSEE was prevented or delayed in the replacement thereof by causes beyond the LESSEE's control) occurs, or in the event the LESSEE shall allow its hangar to be used for overnight accommodations for the LESSEE or any guests, without prior written approval of the AUTHORITY, then in either of said cases or events, the AUTHORITY or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter, without demand or notice, enter into and upon said premises or any part thereof and in the name of the whole, repossess the same of its former estate,

# AIRPORT GROUND LEASE

and expel said LESSEE and those claiming by, through or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass, and without prejudice to any remedy which otherwise might be used, for arrears of rent or preceding breach of covenant. On the re-entry aforesaid, this Lease Agreement shall terminate. In this connection, it is agreed that failure of the AUTHORITY to declare this Lease Agreement terminated upon the default of the LESSEE for any of the reasons set out shall not operate to bar or destroy the right of the AUTHORITY to declare this Lease Agreement null and void by reason of any subsequent violation of the terms of this Lease Agreement.

Section 6.03: The LESSEE shall not assign, sublease, or transfer any of the rights, privileges; uses or interest arising hereunder without the written permission of the AUTHORITY is first obtained.

Section 6.04: Should written permission of the AUTHORITY be obtained under Section 6.03 above, the LESSEE shall then have the right to sublease all of the space demised hereunder; provided, however, that any subtenant shall be subject to the same conditions, obligations and terms as set forth herein, and the LESSEE shall be responsible for the observance of its sublease and assignee of the terms and covenants of this Lease Agreement. The LESSEE shall provide AUTHORITY a copy of any such sublease agreement.

## ARTICLE VII - NOTICES

Section 7.01: Any notice or demand required or permitted to be given or made under the terms of this Lease Agreement shall be deemed to have been duly given or made if in writing and deposited in the United States mail in a sealed envelope, postage prepaid, respectively addressed as follows:

To AUTHORITY:                      Gallatin Airport Authority  
850 Gallatin Field Road, Suite 6  
Belgrade, MT 59714

To LESSEE:                         Centerline Properties, LLC  
26 Rolling Glen Loop  
Three Forks, MT 59752

Section 7.02: Either the AUTHORITY or the LESSEE may change the address to which such notices or demand shall be sent by notice transmitted in accordance with the provisions of Section 7.01.

## ARTICLE VIII - GENERAL PROVISIONS

Section 8.01: Improvement and alterations. The LESSEE shall make no changes, alterations, additions or replacement to the existing building or the site without obtaining AUTHORITY's written approval in advance thereof.

Section 8.02: Indemnity. The LESSEE agrees fully to indemnify, save harmless and defend the AUTHORITY, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damage or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the LESSEE, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the AUTHORITY shall give to the LESSEE prompt and reasonable notice of any such claims or actions, and the LESSEE shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the AUTHORITY.

# AIRPORT GROUND LEASE

Section 8.03: Waiver of Subrogation. The AUTHORITY and the LESSEE agree that each forfeits any right of action that it may later acquire against the other of the parties to the Lease for loss or damage of its property, or to property in which it may have an interest, where such loss is caused by fire, or any of the extended coverage hazards, and arises out of or is connected with the leasing of the premises.

Section 8.04: Attorney's Fees. In the event any action or suit or proceeding is brought by either party to enforce the terms and conditions of this Lease Agreement or is brought by the AUTHORITY to collect the rent due or to become due hereunder or any portion thereof, or to take possession of said premises, or to enforce compliance with this Lease Agreement, the prevailing party shall be paid by the other party hereto such sum as the court may adjudge reasonable as attorney's fees and costs to be allowed in such suit, action or proceeding.

Section 8.05: Sponsor's Assurance Subordination. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between the AUTHORITY and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Section 8.06: Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease Agreement.

Section 8.07: Successors and Assigns. Subject to Article VI above, all the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto, and time is of the essence.

Section 8.08: Inspections. The LESSEE or sublease or assigns shall allow the AUTHORITY's authorized representatives access to the premises leased exclusively to the LESSEE at all reasonable hours, for the purpose of examining and inspecting said premises for purposes, necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Section 8.09: Cancellation by the LESSEE. This Lease Agreement shall be subject to cancellation by the LESSEE in the event of any one or more of the following events:

- A. The permanent abandonment of the Airport.
- B. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict the LESSEE for a period of at least ninety (90) days from operating thereon.
- C. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport and the remaining in force of such injunction for a period of at least ninety (90) days.
- D. The default by the AUTHORITY in the performance of any covenants or agreements herein required to be performed by the AUTHORITY and the failure of the AUTHORITY to remedy such default for a period of sixty (60) days after receipt from the LESSEE of written notice to remedy the same.

Section 8.10: Redelivery. The LESSEE will make no unlawful or offensive use of said premises



# AIRPORT GROUND LEASE

and will, at the expiration of the term hereof or upon any sooner termination thereof, without notice, quit and deliver up said premises to the AUTHORITY and those having its estate in the premises, peaceably, quietly, and in as good order and condition, except for reasonable use and wear thereof, as the same now or may hereafter be placed by the LESSEE or the AUTHORITY and the LESSEE shall have ninety (90) days after said redelivery of the premises in which to comply with the provisions of Section 6.01 hereof.

Section 8.11: Holding Over. In the event the LESSEE shall hold over and remain in possession of the premises herein leased after the expiration of this Lease Agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease Agreement, but shall only create a tenancy from month to month which may be terminated at any time by either party giving not less than thirty (30) days prior written notice of the date of termination which shall be on a calendar month end.

Section 8.12: Nonwaiver. Any waiver of any breach of covenants herein contained to be kept and performed by the LESSEE shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent the AUTHORITY from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

Section 8.13: Rules and Regulations. The AUTHORITY shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of this leased land and hangars built thereon, the Airport, terminal building and related facilities, which the LESSEE agrees to observe and obey, even though such rule or regulations may modify the LESSEE's use of the leased property.

Section 8.14: Modification. Modification of the Lease Agreement as to term, area, or any rental shall result in re-negotiation of the rental per Section 5.02.

Section 8.15: Non-Discrimination.

1. The LESSEE for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (b) that in the construction of any improvements, on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

2. Non-compliance with the provisions of this section after written findings shall constitute a material breach thereof and in the event of such non-compliance the AUTHORITY shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the AUTHORITY or the United States either or both said governments shall have the right to judicially enforce said Provisions 1 and 2.

3. That these provisions of non-discrimination shall not be deemed to have expanded the provision for the use of the leased land set forth in Article II, above, it being understood that whatever use

# AIRPORT GROUND LEASE

Tenant is permitted under Article II, above, of the tract of land, such use shall not violate non-discrimination laws of the local, state or Federal governments.

IN WITNESS WHEREOF, the parties have hereunto set their hand the day and year first above written.

GALLATIN AIRPORT AUTHORITY

By [Signature]  
Chairman

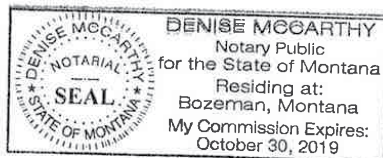
CENTERLINE PROPERTIES, LLC

By [Signature]  
Title Lessee

State of: MT  
County of: GALLATIN

This instrument was signed or acknowledged before me on AUG 1, 2018 by  
Carl Lehrkind acting in the capacity of Board Chairman  
on behalf of Gallatin Airport Authority

[Signature]  
Signature of Notary



DENISE MCCARTHY

Printed, typed or stamped name of Notary

Notary Public for the State of MT residing at:

Notary's City of Residence

(seal)

My commission expires: \_\_\_\_\_

mm/dd/yyyy

State of: MT  
County of: Gallatin

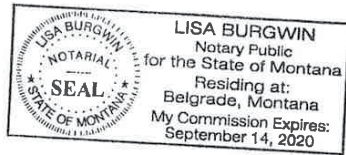
This instrument was signed or acknowledged before me on July 17, 2018 by  
Grayson Sperry acting in the capacity of lessee  
on behalf of Centerline Properties

[Signature]  
Signature of Notary

Lisa Burgwin

Printed, typed or stamped name of Notary

# AIRPORT GROUND LEASE



(seal)

Notary Public for the State of \_\_\_\_\_ residing at:

\_\_\_\_\_  
Notary's City of Residence

My commission expires: \_\_\_\_\_

mm/dd/yyyy

# AIRPORT GROUND LEASE

## LEGAL DESCRIPTION EXHIBIT A RIDGELINE AVIATION

A tract of land located in the NE1/4 Section 7, T1S, R5E, P.M., Gallatin County, Montana. Said tract being more particularly described as follows:

Commencing at the northwest corner of Section 7, T1S, R5E; thence South 64°18'13" East a distance of 4227.26 feet to the Point of Beginning;

Thence North 45°33'39" East a distance of 138.90 feet;

Thence South 44°26'21" East a distance of 287.00 feet;

Thence South 45°33'39" West a distance of 138.90 feet;

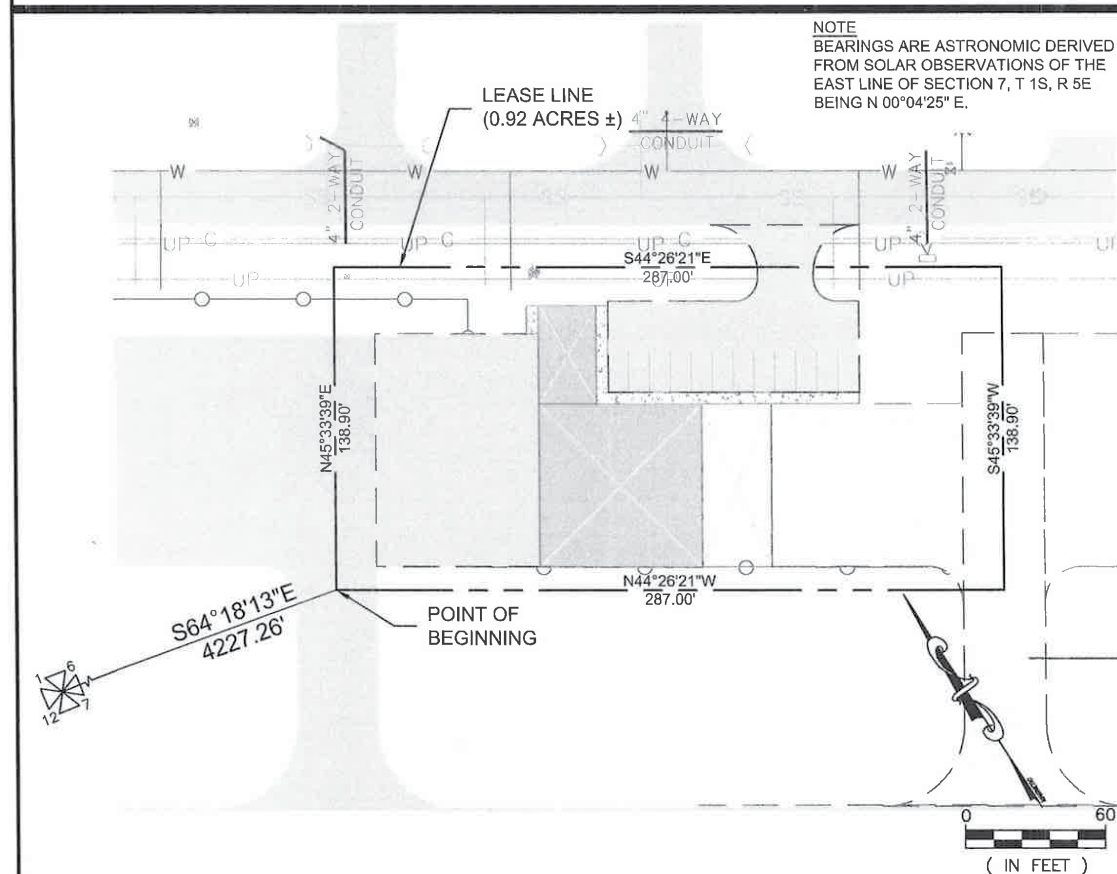
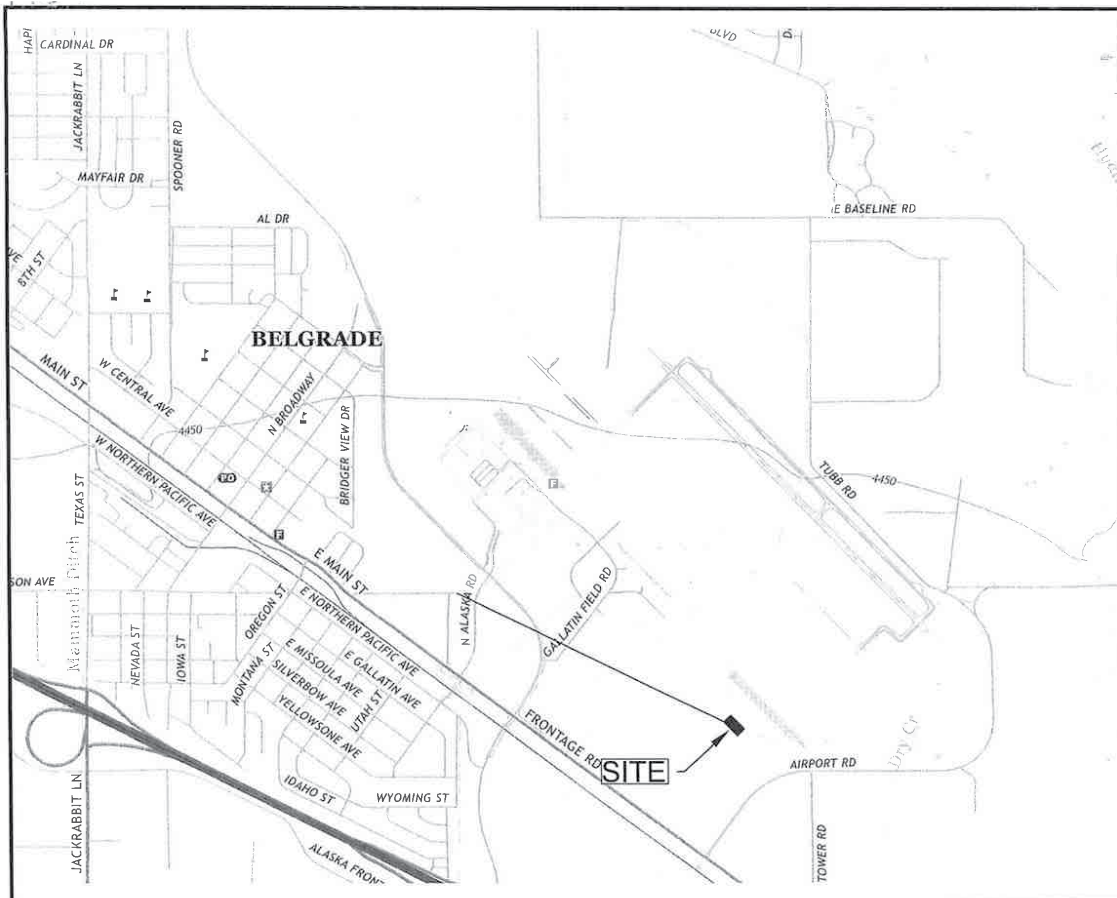
Thence North 44°26'21" West a distance of 287.00 feet to the Point of Beginning.

Said tract contains 0.92 acres, more or less.



[illegible]

# AIRPORT GROUND LEASE





# ***MINIMUM OPERATING STANDARDS***



# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

# BZN



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## Bozeman Yellowstone INTERNATIONAL AIRPORT

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*at Gallatin Field*

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**MINIMUM OPERATING STANDARDS**

**FOR**

**FIXED BASE OPERATORS**

**AT**

**BOZEMAN YELLOWSTONE INTERNATIONAL AIRPORT**

Effective November 13, 1991

GALLATIN AIRPORT AUTHORITY  
850 GALLATIN FIELD RD., SUITE 6  
BELGRADE, MT 59714  
(406) 388-6632  
(406) 388-6634 FAX  
[www.bozemanairport.com](http://www.bozemanairport.com)

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

### MINIMUM STANDARDS FOR FIXED BASE OPERATORS AT GALLATIN FIELD AIRPORT

#### **AIRCRAFT SALES**

##### 1. Statement of Concept

An aircraft sales operator is a person or persons, firm, or corporation engaged in the sale of new or used aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by him.

##### 2. Minimum Standards

(a) The Operator shall lease from Gallatin Field Airport an area on which shall be erected a building to provide at least 2,400 square feet of floor space for aircraft storage and at least 720 square feet of floor space for office, customer lounge and two restrooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

The Operator shall provide paved auto parking space within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the nearest taxiway.

(b) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified.

(1) Comprehensive general liability insurance protecting the Airport Authority against any and all liability by reason of Lessee's conduct incident to

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

the use of the premises, or resulting from any accident occurring on or about the roads, driveways or other public places, including runways and taxiways, used by Lessee at Gallatin Field, caused by or arising out of any wrongful act or omission of Lessee, in the minimum amount of \$1,000,000.

(2) Passenger liability insurance in the minimum amount of \$100,000 per seat, and \$1,000,000 per occurrence.

(3) Hangar keeper's liability insurance in the minimum amount of \$500,000.

(4) Product liability insurance in the minimum amount of \$1,000,000.

(5) Fire and extended coverage insurance on all fixed improvements owned by Lessee on or in the premises to the full insurable value thereof.

The insurance specified in Paragraphs (2) through (5) above shall name the Airport Authority as an additional insured.

### **AIRFRAME AND POWER PLANT REPAIR FACILITIES**

#### **1. Statement of Concept**

An aircraft engine and airframe maintenance and repair operator is a person or persons, firm or corporation providing one or a combination of airframe and power plant repair services, but with at least one person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed. This category of aeronautical services shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

#### **2. Minimum Standards**

(a) The Operator shall lease from Gallatin Field Airport an area on which shall be erected a building to provide at least 2,400 square feet of floor space for aircraft storage and at least 720 square feet of floor space for office,

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

customer lounge and two restrooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

The Operator shall provide paved auto parking space within the leased area to accommodate at least then (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the nearest taxiway.

(b) The Operator shall provide sufficient equipment, supplies and availability of parts equivalent to that required for certification by the Federal Aviation Administration as an approved repair station.

(c) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified.

(1) Comprehensive general liability insurance protecting the Airport Authority against any and all liability by reason of Lessee's conduct incident to the use of the premises, or resulting from any accident occurring on or about the roads, driveways or other public places, including runways and taxiways, used by Lessee at Gallatin Field, caused by or arising out of any wrongful act or omission of Lessee, in the minimum amount of \$1,000,000.

(2) Hangar keeper's liability insurance in the minimum amount of \$500,000.

(3) Product liability insurance in the minimum amount of \$1,000,000.

(4) Fire and extended coverage insurance on all fixed improvements owned by Lessee on or in the premises to the full insurable value thereof.

The insurance specified in Paragraphs (2) through (4) above shall name the Airport Authority as an additional insured.



# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

(d) The Operator shall have his premises open and services available eight (8) hours daily, five (5) days each week.

(e) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed and an aircraft inspector's rating, and one (1) other person not necessarily rated. The operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

### **AIRCRAFT RENTAL**

#### **1. Statement of Concept**

An aircraft rental operator is a person or persons, firm, or corporation engaged in the rental of aircraft to the public.

#### **2. Minimum Standards**

(a) The Operator shall lease from Gallatin Field Airport an area on which shall be erected a building to provide at least 2,400 square feet of floor space for aircraft storage and at least 720 square feet of floor space for office, customer lounge and two restrooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

The Operator shall provide paved auto parking space within the leased area to accommodate at least then (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the nearest taxiway.

(b) The Operator shall have available for rental, either owned or under lease to Operator, not less than one (1) certified and currently airworthy aircraft.

(c) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified.

(1) Comprehensive general liability insurance protecting the Airport Authority against any and all liability by reason of Lessee's conduct incident to the use of the premises, or resulting from any accident occurring on or about the roads, driveways or other public places, including runways and taxiways, used by Lessee at Gallatin Field, caused by or arising out of any wrongful act or omission of Lessee, in the minimum amount of \$1,000,000.

(2) Passenger liability insurance in the minimum amount of \$100,000 per seat, and \$1,000,000 per occurrence.

(3) Hangar keeper's liability insurance in the minimum amount of \$500,000.

(4) Fire and extended coverage insurance on all fixed improvements owned by Lessee on or in the premises to the full insurable value thereof.

The insurance specified in Paragraphs (2) through (4) above shall name the Airport Authority as an additional insured.

(d) The Operator shall have his premises open and services available eight (8) hours daily, six (6) days a week.

(e) The Operator shall have in his employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards in an efficient manner, but never less

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

than one (1) person having a current commercial pilot certificate with appropriate ratings, including instructor rating. The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

### **FLIGHT TRAINING**

#### **1. Statement of Concept**

A flight training operator is a person or persons, firm, or corporation engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved.

#### **2. Minimum Standards**

(a) The Operator shall lease from Gallatin Field Airport an area on which shall be erected a building to provide at least 2,400 square feet of floor space for aircraft storage and at least 720 square feet of floor space for office, customer lounge and two restrooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

The Operator shall provide paved auto parking space within the leased area to accommodate at least then (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the nearest taxiway.

(b) The Operator shall have available for use in flight training, either owned or under written lease to Operator, a properly certificated aircraft.

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

(c) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified.

(1) Comprehensive general liability insurance protecting the Airport Authority against any and all liability by reason of Lessee's conduct incident to the use of the premises, or resulting from any accident occurring on or about the roads, driveways or other public places, including runways and taxiways, used by Lessee at Gallatin Field, caused by or arising out of any wrongful act or omission of Lessee, in the minimum amount of \$1,000,000.

(2) Passenger liability insurance in the minimum amount of \$100,000 per seat, and \$1,000,000 per occurrence.

(3) Hangar keeper's liability insurance in the minimum amount of \$500,000.

(4) Fire and extended coverage insurance on all fixed improvements owned by Lessee on or in the premises to the full insurable value thereof.

The insurance specified in Paragraphs (2) through (4) above shall name the Airport Authority as an additional insured.

(d) The Operator shall have his premises open and services available eight (8) hour daily, six (6) days a week.

(e) The Operator shall have on a full-time basis at least one flight instructor who has been properly certificated by the FAA to provide the type of training offered.

The Operator shall have available for call on a part-time basis at least one flight instructor who has been properly certificated by the FAA to provide the type of training offered.

The Operator shall make provisions for someone to be in attendance in the office at all times during the required operating hours.

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

### **AIRCRAFT FUELS AND OIL DISPENSING SERVICE**

#### 1. Statement of Concept

Line services shall include the sale and into-plane delivery of recognized brands of aviation fuels, lubricants, and other related aviation petroleum products. The Operator shall provide servicing of aircraft, including ramp assistance and the parking, storage, and tie-down of aircraft.

#### 2. Minimum Standards

(a) The Operator shall lease from Gallatin Field Airport an area on which shall be erected a building to provide at least 2,400 square feet of floor space for aircraft storage and at least 720 square feet of floor space for office, customer lounge and two restrooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

The Operator shall provide paved auto parking space within the leased area to accommodate at least five (5) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the nearest taxiway.

(b) The Operator shall provide fuel storage capacity of not less than 4,000 gallons at a location on the Airport approved by the Board, or at an appropriate off Airport fuel site, and meeting federal and state requirements for aviation fuel.

The Operator shall provide mobile and fixed pumping equipment with reliable metering devices, and of sufficient capacity to refuel the average aircraft likely to be serviced within a specified time period.



# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

(c) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified.

(1) Comprehensive general liability insurance protecting the Airport Authority against any and all liability by reason of Lessee's conduct incident to the use of the premises, or resulting from any accident occurring on or about the roads, driveways or other public places, including runways and taxiways, used by Lessee at Gallatin Field, caused by or arising out of any wrongful act or omission of Lessee, in the minimum amount of \$1,000,000.

(2) Hangar keeper's liability insurance in the minimum amount of \$500,000.

(3) Product liability insurance in the minimum amount of \$1,000,000.

(4) Fire and extended coverage insurance on all fixed improvements owned by Lessee on or in the premises to the full insurable value thereof.

The insurance specified in Paragraphs (2) through (4) above shall name the Airport Authority as an additional insured.

(d) The Operator shall have his premises open for aircraft fueling and oil dispensing services seven (7) days a week, at least eight (8) hours per day. The Operator shall make provisions for fuel servicing during all other hours on a call basis.

(e) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner.

(f) The Operator shall make provisions for someone to be in attendance in the office at all times during the required operating hours.

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

### **RADIO, INSTRUMENT AND PROPELLER REPAIR STATION**

#### 1. Statement of Concept

A radio, instrument, or propeller repair station operator is a person or persons, firm or corporation engaged in the business of and providing a shop for the repair of aircraft radios, propellers, instruments, and accessories for general aviation aircraft. This category shall include the sale of new or used aircraft radios, propellers, instruments, and accessories, but such is not an exclusive right. The operator shall hold the appropriate repair shop certificate issued by the FAA.

#### 2. Minimum Standards

(a) The Operator shall lease from Gallatin Field Airport an area on which shall be erected a building to provide at least 2,400 square feet of floor space for aircraft storage and at least 720 square feet of floor space for office, customer lounge and two restrooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

The Operator shall provide paved auto parking space within the leased area, and shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the nearest taxiway.

(b) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified.

(1) Comprehensive general liability insurance protecting the Airport Authority against any and all liability by reason of Lessee's conduct incident to the use of the premises, or resulting from any accident occurring on or about the roads, driveways or other public places, including runways and taxiways,

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

used by Lessee at Gallatin Field, caused by or arising out of any wrongful act or omission of Lessee, in the minimum amount of \$1,000,000.

(2) Hangar keeper's liability insurance in the minimum amount of \$500,000.

(3) Product liability insurance in the minimum amount of \$1,000,000.

(4) Fire and extended coverage insurance on all fixed improvements owned by Lessee on or in the premises to the full insurable value thereof.

The insurance specified in Paragraphs (2) through (4) above shall name the Airport Authority as an additional insured.

(c) The Operator shall have his premises open and services available eight (8) hours daily, five (5) days each week.

(d) The Operator shall have in his employ and on duty during the appropriate business hours trained personnel in such number as are required to meet the minimum standards set forth in this category in an efficient manner but never less than one (1) person who is a FAA rated radio, instrument, or propeller repairman and one (1) other repairman who need not be rated by the Federal Aviation Administration.

### **AIRCRAFT CHARTER AND AIR TAXI**

#### **1. Statement of Concept**

An aircraft charter and an air taxi operator is a person or persons, firm or corporation engaged in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis (Commercial Operation) or as an air taxi operator, as defined in the Federal Aviation Act.

#### **2. Minimum Standards**

(a) The Operator shall lease from Gallatin Field Airport an area on which shall be erected a building to provide at least 2,400 square feet of floor space

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

for aircraft storage and at least 720 square feet of floor space for office, customer lounge and two restrooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

The Operator shall provide paved auto parking space within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the nearest taxiway.

(b) The Operator shall provide, either owned or under written lease to Operator, not less than one (1) single-engine or multi-engine four-place aircraft which meets the requirements of the air taxi commercial operator certificate held by the Operator, including instrument operations.

(c) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified.

(1) Comprehensive general liability insurance protecting the Airport Authority against any and all liability by reason of Lessee's conduct incident to the use of the premises, or resulting from any accident occurring on or about the roads, driveways or other public places, including runways and taxiways, used by Lessee at Gallatin Field, caused by or arising out of any wrongful act or omission of Lessee, in the minimum amount of \$1,000,000.

(2) Passenger liability insurance in the minimum amount of \$100,000 per seat, and \$1,000,000 per occurrence.

(3) Hangar keeper's liability insurance in the minimum amount of \$500,000.

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

(4) Fire and extended coverage insurance on all fixed improvements owned by Lessee on or in the premises to the full insurable value thereof.

The insurance specified in Paragraphs (2) through (4) above shall name the Airport Authority as an additional insured.

(d) The Operator shall have his premises open and services available eight (8) hours daily, six (6) days per week. The Operator shall provide on-call service during hours other than the aforementioned.

(e) The Operator shall have in his employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than at least one (1) Federal Aviation Administration certificated instrument rated commercial pilot and otherwise appropriate rated personnel to permit the flight activity offered by the Operator.

The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

### **SPECIALIZED COMMERCIAL FLYING SERVICES**

#### **1. Statement of Concept**

A specialized commercial flying service operator is a person or persons, firm, or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:

- (a) Crop dusting, seeding, spraying, and bird chasing.
- (b) Banner towing and aerial advertising.
- (c) Aerial photography or survey.
- (d) Fire fighting.
- (e) Power line or pipeline patrol.
- (f) Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.



# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

In the case of crop dusting/aerial application operators, the Operator shall enter into an Aerial Applicator Use Agreement with the Gallatin Airport Authority.

### 2. Minimum Standards

(a) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified.

(1) Comprehensive general liability insurance protecting the Airport Authority against any and all liability by reason of Lessee's conduct incident to the use of the premises, or resulting from any accident occurring on or about the roads, driveways or other public places, including runways and taxiways, used by Lessee at Gallatin Field, caused by or arising out of any wrongful act or omission of Lessee, in the minimum amount of \$1,000,000.

(2) Passenger liability insurance in the minimum amount of \$100,000 per seat, and \$1,000,000 per occurrence.

(3) Fire and extended coverage insurance on all fixed improvements owned by Lessee on or in the premises to the full insurable value thereof.

The insurance specified in Paragraphs (2) through (3) above, shall name the Airport Authority as an additional insured.

(b) The Operator must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize Operator's services.

### **MULTIPLE SERVICES**

#### 1. Statement of Concept

A multiple services operator shall be one who engages in any two (2) or more of the aeronautical services for which minimum standards have been hereinbefore provided.

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

### 2. Minimum Standards (Combinations not including Fuels and Oil Dispensing Service)

(a) The Operator shall lease from Gallatin Field Airport an area on which shall be erected a building to provide at least 2,400 square feet of floor space for aircraft storage and at least 720 square feet of floor space for office, customer lounge and two restrooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

If Flight Training is one of the multiple services offered, the Operator shall provide classroom and briefing room facilities in the aforementioned building.

The Operator shall provide paved auto parking space within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the nearest taxiway.

(b) The Operator shall comply with the aircraft requirements, including the equipment thereon, for each aeronautical service to be performed except as hereinafter provided.

The Operator, except if he is performing combinations of multiple services for which aircraft are not required, shall have available and based at the Gallatin Field Airport, either owned by Operator or under written lease to Operator, not less than one (1) certified and currently airworthy aircraft. This aircraft shall be equipped and capable of flight to meet the minimum standards as hereinbefore provided for each aeronautical service to be performed.

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

The Operator shall provide the equipment and services required to meet the minimum standards as hereinbefore provided for each aeronautical service the Operator is performing.

(c) The Operator shall obtain, as a minimum, that insurance coverage that is equal to the highest individual insurance requirement of all the aeronautical services being performed by Operator.

(d) The Operator shall adhere to the hours of operation required for each aeronautical service being performed.

(e) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards for each aeronautical service Operator is performing as hereinbefore provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator.

### 3. General Requirements - Buildings

(a) The minimum space requirements as hereinbefore provided shall be satisfied with one (1) building, attached buildings, or separate buildings.

## **FLYING CLUBS**

### 1. Statement of Concept

In an effort to encourage personal flying, develop aeronautical skills, and promote an awareness of aviation, Flying Clubs are approved within the following guidelines. All Flying Clubs desiring to base aircraft and operate on the Airport must comply with the requirements set forth in this article.

### 2. Organization

A Flying Club shall own or lease aircraft in the name of the club in equal shares by the club's members. The club must file and keep current with the

# MINIMUM OPERATING STANDARDS

## BOZEMAN YELLOWSTONE AIRPORT

Board a complete list of the club's membership. Flight instruction may be conducted by a certified flight instructor in aircraft owned or leased by a flying club.

### 3. Flying Club's Aircraft

The Flying Club's aircraft will not be used by other than bona fide members for rental and by no one for hire; e.g. charter or air taxi.

### 4. Additional Requirements

A Flying Club must furnish the Airport Manager the following information and materials:

- (a) Copy of its corporate charter and by-laws, partnership agreement, or other association documentation.
- (b) A current description of aircraft type and certificate of ownership or leasehold interest.
- (c) The Operating Rules of the Club.
- (d) Proof of liability insurance.





***PRELIMINARY TITLE***

# PRELIMINARY TITLE

Order Number: M-36780



## ALTA Commitment for Title Insurance

Issued by Westcor Land Title Insurance Company

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

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

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

Issued By:  
Montana Title & Escrow, Inc.  
1925 N. 22nd Avenue  
Bozeman, MT 59718  
Agent ID: MT1000

A handwritten signature in black ink, appearing to read 'Diana Smith', is written over a horizontal line.

Authorized Countersignature

### WESTCOR LAND TITLE INSURANCE COMPANY



By:

A handwritten signature in black ink, appearing to read 'Mary O'Connell', is written over a horizontal line.

President

Attest:

A handwritten signature in black ink is written over a horizontal line.

Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (d) “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (e) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (f) “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (i) “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (j) “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

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

### 4. COMPANY’S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

(a) The company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:

- (i) comply with the Schedule B, Part I – Requirements;
- (ii) eliminate, with the Company’s written consent, any Schedule B, Part II – Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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

## **6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

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

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

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

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

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

## **9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

## **10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

## **11. ARBITRATION**

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

**NOTICE  
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.



Order Number: M-36780

## COMMITMENT - SCHEDULE A

1. Commitment Date: March 15, 2023 at 7:30AM

2. Policy or Policies to be Issued: Liability Premium

**2021 ALTA Standard Owners Policy** \$0.00 \$0.00

**PROPOSED INSURED:**

**TBD**

**ALTA 13-06/CLTA 119.5-06 Leasehold** \$0.00

3. The estate or interest in the Land described at the Commitment Date is:

**Leasehold**

4. The Title is, at the Commitment Date, vested in:

**Centerline Properties, LLC, a Montana limited liability company**

and, as disclosed in the Public Records, has been since

5. The land is described as follows:

**See Exhibit "A" Attached For Legal Description**

### Inquiries should be directed to:

Montana Title & Escrow, Inc.  
1925 N. 22nd Avenue  
Suite 102  
Bozeman, MT 59718

Escrow Officer: Candace Elser  
Title Officer: Rick Schultz  
Phone: (406) 587-7702  
Fax: (406) 587-2891

## **Exhibit "A"** **Legal Description**

A LEASEHOLD ESTATE AS CREATED IN COMMERCIAL HANGAR GROUND LEASE AGREEMENT BY AND BETWEEN THE GALLATIN AIRPORT AUTHORITY, AS THE "AUTHORITY", AND CENTERLINE PROPERTIES, LLC, AS THE "LESSEE", RECORDED AUGUST 1, 2018 AS DOCUMENT NO. 2621854, RECORDS OF GALLATIN COUNTY, MONTANA. SAID LEASEHOLD ESTATE IN GROUND ONLY UNTIL TERMINATION OF SAID ESTATE AS TO THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 5 EAST, P.M.M., GALLATIN COUNTY, MONTANA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 5 EAST; THENCE SOUTH 64°18'13" EAST A DISTANCE OF 4227.26 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 45°33'39" EAST A DISTANCE OF 138.90 FEET;  
THENCE SOUTH 44°26'21" EAST A DISTANCE OF 287.00 FEET;  
THENCE SOUTH 45°33'39" WEST A DISTANCE OF 138.90 FEET;  
THENCE NORTH 44°26'21" WEST A DISTANCE OF 287.00 FEET TO THE POINT OF BEGINNING.

## SCHEDULE B - Part I REQUIREMENTS

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to the be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. WE REQUIRE A FULLY EXECUTED COPY OF THE BUY/SELL AGREEMENT BE PROVIDED TO THE TITLE COMPANY PRIOR TO CLOSING THIS TRANSACTION.
6. A HIGH LIABILITY CLEARANCE MUST BE OBTAINED PRIOR TO THE CLOSE OF ESCROW. PLEASE ADVISE AS SOON AS POSSIBLE AS TO WHAT THE PARTICULARS OF THE TRANSACTION ARE, INCLUDING ENDORSEMENTS REQUIRED AND, IF THERE IS TO BE A LOSS OF PRIORITY, FINANCIAL INFORMATION ON THE BORROWER AND THE WORK IN PROGRESS.
7. THE REQUIREMENT THAT WE BE PROVIDED WITH A COPY OF THE OPERATING AGREEMENT AND ANY AMENDMENTS THERETO FOR CENTERLINE PROPERTIES, LLC,, A MONTANA LIMITED LIABILITY COMPANY.
8. TO REMOVE EXCEPTION NO(S). 17 AND 18 OF SCHEDULE B-SECTION II SPECIAL EXCEPTIONS HEREOF, THE COMPANY REQUIRES PAYMENT, SATISFACTION, CANCELLATION, RELEASE OR OTHER DISPOSITION OF SAID MORTGAGE.
9. **IT IS REQUIRED THERE BE AN ASSIGNMENT OF LEASE AND BILL OF SALE FROM THE SELLER TO THE PURCHASER, ALONG WITH THE CONSENT FROM THE GALLATIN AIRPORT AUTHORITY, AS LESSOR, FOR THE PROPOSED TRANSFER.**

**\*\*\*PLEASE NOTE: THE ASSIGNMENT OF LEASE AND BILL OF SALE MUST BE RECORDED WITH THE GALLATIN COUNTY CLERK AND RECORDER.**

## SCHEDULE B - Part II EXCEPTIONS

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. GENERAL TAXES FOR THE YEAR 2023, A LIEN IN THE PROCESS OF ASSESSMENT, NOT YET DUE OR PAYABLE.  
  
TAX NOTE:  
TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS, FOR THE YEAR 2022. PARCEL NO. RFF81308 (IMPROVEMENTS ONLY).  
1ST INSTALLMENT: \$2,467.45 PAID  
2ND INSTALLMENT: \$2,467.44 PAID
8. ALL RIGHTS, TITLES OR INTERESTS IN MINERALS OF ANY KIND, OIL, GAS, COAL, OR OTHER HYDROCARBONS AND THE CONSEQUENCES OF THE RIGHT TO MINE OR REMOVE SUCH SUBSTANCES INCLUDING, BUT NOT LIMITED TO EXPRESS OR IMPLIED EASEMENTS AND RIGHTS TO ENTER UPON AND USE THE SURFACE OF THE LAND FOR EXPLORATION, DRILLING OR EXTRACTION RELATED PURPOSES

(THIS COMMITMENT OR POLICY DOES NOT PURPORT TO DISCLOSE DOCUMENTS OF RECORD PERTAINING TO THE ABOVE REFERENCED RIGHTS.)

# PRELIMINARY TITLE

Order Number: M-36780

9. RIGHT OF WAY EASEMENT AS GRANTED TO THE MONTANA POWER COMPANY, RECORDED NOVEMBER 16, 1937 IN BOOK 11 OF MISC., PAGE 545, AND DEED CONVEYING ALL EXISTING EASEMENTS TO NORTHWESTERN CORPORATION, RECORDED DECEMBER 4, 2002 AS DOCUMENT NO. 2089795, OFFICIAL RECORDS.
10. DISCLOSURES IN WARRANTY DEED RECORDED , RECORDED APRIL 05, 1946, FILM/BOOK 93, PAGE 185, OFFICIAL RECORDS.
11. RIGHT OF WAY EASEMENT AS GRANTED TO THE MONTANA POWER COMPANY, RECORDED MAY 01, 1975, AS FILM/BOOK 28, PAGE 675 AND 676, AND DEED CONVEYING ALL EXISTING EASEMENTS TO NORTHWESTERN CORPORATION, RECORDED DECEMBER 4, 2002 AS DOCUMENT NO. 2089795, OFFICIAL RECORDS.
12. AVIGATION EASEMENT FROM STATE OF MONTANA, DEPARTMENT OF HIGHWAYS TO GALLATIN AIRPORT AUTHORITY, RECORDED JANUARY 02, 1985, FILM/BOOK 86, PAGE 583, OFFICIAL RECORDS.
13. EASEMENT TO U.S. WEST COMMUNICATIONS, INC, RECORDED SEPTEMBER 17, 1996 IN FILM 166, PAGE 3793, OFFICIAL RECORDS.
14. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE TERMS, COVENANTS, CONDITIONS AND PROVISIONS OF THE LEASE, SUBLEASES, AND ANY AMENDMENTS THERETO.
15. ANY FACTS, RIGHTS, INTEREST OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY MAKING INQUIRY OF THE LESSORS, LESSEES, AND THEIR SUCCESSORS IN INTEREST.
16. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "COMMERCIAL HANGAR GROUND LEASE AGREEMENT", BY AND BETWEEN GALLATIN AIRPORT AND CENTERLINE PROPERTIES, LLC, DATED AUGUST 1, 2018, RECORDED AUGUST 1, 2018, AS (INSTRUMENT) 2621854, OFFICIAL RECORDS.  
  
LANDLORD'S RELEASE AND CONSENT RECORDED APRIL 27, 2021 AS DOCUMENT NO. 2731199, OFFICIAL RECORDS.
17. A FINANCING STATEMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER, SHOWING CENTERLINE PROPERTIES, LLC, AS DEBTOR, AND AMERICAN BANK, AS SECURED PARTY, RECORDED AUGUST 16, 2018, (INSTRUMENT) 2623399, OFFICIAL RECORDS.
18. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$1,000,000.00, DATED APRIL 19, 2021, RECORDED APRIL 27, 2021, AS (INSTRUMENT) 2731198, OFFICIAL RECORDS.

TRUSTOR: CENTERLINE PROPERTIES, LLC,, A MONTANA LIMITED LIABILITY COMPANY  
TRUSTEE: SECURITY TITLE COMPANY  
BENEFICIARY: AMERICAN BANK

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST RECORDED NOVEMBER 10, 2021, AS (INSTRUMENT) 2757798, OFFICIAL RECORDS.

\*\*\*\*\* END OF SCHEDULE B \*\*\*\*\*

## \*\*\* INFORMATIONAL NOTES:

THE POLICY TO BE ISSUED CONTAINS AN ARBITRATION CLAUSE. ALL ARBITRABLE MATTERS WHEN THE AMOUNT OF INSURANCE IS \$2,000,000 OR LESS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY OF THE PARTIES. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES



# PRELIMINARY TITLE

Order Number: M-36780

AT ~WWW.ALTA.ORG~.

IF THE PROPOSED INSURED UNDER THE POLICY TO ISSUE HAS ANY QUESTIONS CONCERNING THE COVERAGE OR EXCLUSIONS FROM COVERAGE, THE COMPANY WILL BE PLEASED TO PROVIDE AN EXPLANATION. PLEASE CONTACT THE TITLE OFFICER NAMED ON SCHEDULE A OF THIS COMMITMENT.

ADDRESS: 210 Aviation Lane, Belgrade, MT 59714

## IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

ANY FUNDS DEPOSITED FOR THE CLOSING MUST BE DEPOSITED INTO THE ESCROW DEPOSITORY AND CLEARED PRIOR TO DISBURSEMENT.

ALL FUNDS DEPOSITED MUST BE BY WIRE, CASHIERS CHECK, OFFICIAL CHECK OR PERSONAL CHECK. REQUIRED TIME NECESSARY TO CLEAR EACH TYPE OF FUNDS WILL VARY.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS OR ANY FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.



MOTHER LODGE HOLDING COMPANY

**Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions, National Closing Solutions of Alabama, National Closing Solutions of Maryland, North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings, Premier Title Agency, Texas National Title, Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow**

## **NOTICE AT COLLECTION AND PRIVACY POLICY**

Updated December 1, 2022

This Privacy Policy ("Policy") describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, "Mother Lode," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.mlhc.com/privacy-policy>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.mlhc.com/privacy-policy>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.mlhc.com/privacy-policy>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.mlhc.com/privacy-policy>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

# PRELIMINARY TITLE

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [privacy@mlhc.com](mailto:privacy@mlhc.com) or toll free at 1-877-626-0668

## **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at [www.mlhc.com/privacy-policy](http://www.mlhc.com/privacy-policy) or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.mlhc.com/privacy-policy](http://www.mlhc.com/privacy-policy) or by calling toll-free at 1-877-626-0668.

**Right to Correct.** You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at [www.mlhc.com/privacy-policy](http://www.mlhc.com/privacy-policy) or call toll-free at 1-877-626-0668.

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.mlhc.com/privacy-policy](http://www.mlhc.com/privacy-policy) or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.mlhc.com/privacy-policy](http://www.mlhc.com/privacy-policy) or by calling toll-free at 1-877-626-0668.

**Verification Process.** For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale and Share.** We have not sold or shared the personal information of California residents in the past 12 months. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, Mother Lode will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.mlhc.com/privacy-policy>.

**Notice of Disclosure.** To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <https://www.mlhc.com/privacy-policy>.

## GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.  
Montana Title and Escrow Co.  
National Closing Solutions, Inc.  
National Closing Solutions of Alabama  
National Closing Solutions of Maryland  
Premier Reverse Closings  
Centric Title and Escrow

Placer Title Co.  
Placer Title Insurance Agency of Utah  
Premier Title Agency  
North Idaho Title Insurance Co.  
Texas National Title  
Western Auxiliary Corp.  
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

**We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).

## **PRIVACY POLICY**

### **Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

#### **Who is Covered**

Our Privacy Policy applies to each customer who purchases a WLTIC title insurance policy. Typically, this means that the customer covered by our Privacy Policy at the closing of the real estate transaction.

#### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

#### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

#### **Information Sharing**

It is the policy of WLTIC not to share nonpublic personal information that it collects with anyone other than our policy issuing agents as necessary to complete the real estate settlement services and issue the title insurance policy requested by our customer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures to those that WLTIC uses to protect this information and only to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

#### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.





***PROPERTY PHOTOS***

















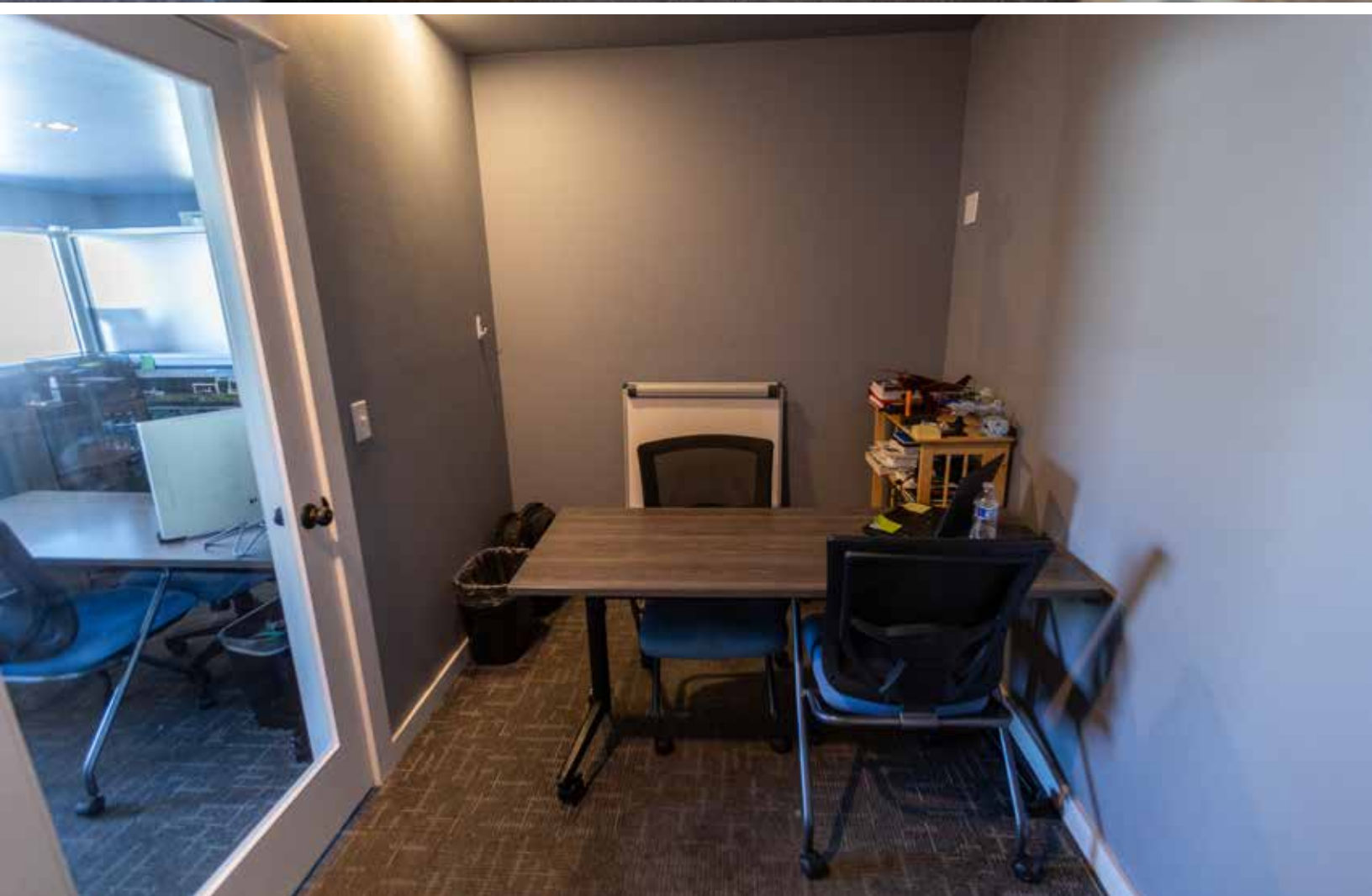






















**SCHRADER**

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