

Madison County Board of Commissioners Meeting

10:00 am Tuesday, March 24, 2026, until concluded

First Floor Public Meeting Room
Administrative Office Building, Virginia City, Montana

WebEx Login:

<https://madisoncounty.my.webex.com/madisoncounty.my/j.php?MTID=m41ec260e52fb051a5b5abad7194ef5ac>

Meeting Number: 2557 256 7614 Password: VCMadison

Join by Phone: 1-650-479-3208 Password: 82623476

Press *6 to mute or unmute

Duke Gilman, District 1 Commissioner
Ron Nye, District 2 Commissioner, Chairman
Bill Todd, District 3 Commissioner

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

PUBLIC COMMENT (PLEASE LIMIT TO 5 MINUTES PER PERSON)

CONSENT AGENDA

- Minutes for March 16, 2026 Work Session Meeting
- Minutes for March 16, 2026 Special Meeting
- Minutes for March 17, 2026 Regular Meeting
- Minutes for March 17, 2026 Special Meeting
- Approval of Claims

REPORTS OF COMMITTEES

- None

UNFINISHED BUSINESS

- None

NEW BUSINESS

- Madison Street - TRMCC ADA Improvements Payment #4 \$29,528.41
- Moonlight Basin Lee's Pool 1 Subdivision- SIA Extension
- Moonlight Basin Lee's Pool 2 Subdivision- SIA Extension
- Master Contract for the Provision of Public Health Services
- Courthouse Final Move-out Date
- Courthouse Contract Terms – AIA Document
- MOA EPA Brownfields Coalition

ANNOUNCEMENTS AND CALENDARS

| | |
|--------------|---|
| Mar 30, 2026 | Planning Board Meeting 6:00 PM Annex Building Public Meeting Room |
| Mar 27, 2026 | Housing Advisory Board Meeting 9:00 AM Online Meeting |
| Apr 6, 2026 | Mental Health Local Advisory Council 2:00 PM TBD |
| Apr 9, 2026 | Library Board Meeting 9:30 am Thompson-Hickman Library |
| Apr 13, 2026 | Airport Board Meeting 6:00 PM Annex Building Public Meeting Room |
| Apr 15, 2026 | Fair Board Meeting 7:00 PM Fairgrounds |
| May 21, 2026 | Safety Committee Meeting 10:00 AM Public Meeting Room |

ADJOURNMENT

Madison County
Commissioners' Work Session Meeting
March 16, 2026, 10:00 am Mountain Time until concluded
103 W Wallace St, Virginia City, MT 59755, United States
Public Meeting Room

Present:

Duke W. Gilman, Commissioner, District 1
Ron E. Nye, Commissioner, District 2, Chairman
William A. Todd, Commissioner, District 3

In attendance:

Ryan Wolter, IT Support Specialist, administered the Webex connection
Sarah Carlson, Commissioners' / Airport Assistant, was present to take minutes

Attendee List:

Shane Roy, Big Sky Resort
Pat Jacobs, Architecture Trio
Colton Lauer, Deputy Attorney
Melissa Wanamaker, Headwaters/Brownfields
Cody Martens, Maintenance

1. Call to Order, Pledge of Allegiance, Roll Call

2. Public Comment (Please Limit to 5 Minutes Per Person)

Pat Jacobs request to be on agenda for March 24, 2026 Community Engagement Project

3. Report of Committees

3.1. Madison County Courthouse Rehabilitation and Addition

Pat Jacobs, Architecture Trio, commented Pre-bid meeting is scheduled for 3/17/2026. Attendance is mandatory for those who will be submitting bids. Access will be granted to the building 3/18/2026-03/20/2026 for bidders. Any contents remaining in the building will need to be removed prior to starting construction. Discussed the need to replace bathroom fixtures. Discussed landscape and sprinkler options. It was recommended landscape should not be finalized until after construction. There are volunteer options available to the community for landscaping. Portraits from courthouse can be temporarily stored at the Commissioner's office. The courthouse addition dedication plaque can be temporarily stored at the Thompson-Hickman Library

Comment: Jacobs and Lauer. Discussion: Commissioner Todd, Commissioner Gilman, and Commissioner Nye.

4. Unfinished Business

None

5. New Business

5.1. Brownfields Letter of Support – Madison County Inventory Project

Melissa Wanamaker, Headwaters/Brownfield, is seeking to input on how the organization can help the county. Updated information on several projects in the county. Discussed possible coordination of Brownfield projects with area trade schools and other organizations in the future, which may include the Children's Center. Discussed the need for partners and grant funding for the continued progress of the Children's Center. A letter of support will aid Brownfields to garner further support.

Comment: Wanamaker. Discussion: Discussion: Commissioner Todd, Commissioner Gilman, and Commissioner Nye.

5.2. Big Sky Resort - One Way Letter

Shane Roy, Big Sky Resort, commented on the Big Sky Resort Road request to convert to one-way traffic. The traffic study presented by Big Sky Resort recommends converting the road to one way. The benefits would be to improve the flow of traffic and increase safety.

Recommend use of ordinance process since it is a county road. Discussed encroachment permits for updating signage and improving landscape. Discussed contingency options of ordinances. Recommend MOU to define relationship and bidding process, etc. The road is included in an RID. MOU with Big Sky should be completed. Resolution of Intent to Adopt an Ordinance process will be followed.

Comment: Roy.

Discussion: Commissioner Todd, Commissioner Gilman, and Commissioner Nye.

5.3. Ennis Community Center LATCF Disbursement Logistics

Project is coordinated between Madison County, the Ennis Lions Club, and the Ennis School. The county will not have long term involvement in the project. Madison County will utilize LATCF funds to assist in the project. Discussed possible covenant that the school subdivided parcel needs to be specified for use only as a community center and has to remain a community center. Reviewed study produced by Montana State. Discussed other community organizations involved in the project via fundraising, etc.

Discussion: Commissioner Todd, Commissioner Gilman, and Commissioner Nye.

Adjournment

RESOLVED: Commissioner Todd moved to adjourn the meeting. Commissioner Gilman seconded the motion.

For: Duke Gilman, Ron Nye, and William Todd. Motion passed.

With no further discussion, the meeting was adjourned at 10:42 am.

The upcoming Commission meeting is scheduled for Tuesday, March 17, 2026, at 10:00 a.m. in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

Signed: Date:.....

Ronald E. Nye, Commissioner, Chairman

Date Approved: March 24, 2026

Signed: Date:.....

Minutes prepared by:

Heather Thurs, BOC Clerk, Tax Appeal Secretary

DRAFT

**Madison County
Commissioners Special Meeting**

March 16, 2026, 12:00 pm Mountain Time until concluded
103 W Wallace St, Virginia City, MT 59755, United States
First Floor Public Meeting Room
Administrative Office Building, Virginia City, Montana

Present:

Duke W. Gilman, Commissioner District 1
Ronald E. Nye, Commissioner District 2, Chairman
William A. Todd, Commissioner, District 3

In Attendance:

Ryan Wolter, IT Support Specialist, administered the Webex connection
Sarah Carlson, Commissioners' / Airport Assistant, was present to take minutes

Attendee List:

Colton Lauer, Madison County Attorney
Megan Ellis, Clerk and Recorder's

1. Call to Order and Roll Call

2. Public Comment (Please Limit to 5 Minutes Per Person)

None

3. New Business

3.1. Joint Request for Clarification on Consent Judgement

Colton Lauer, the Madison County Attorney, attended and elucidated the purpose and necessity of the clarification.

RESOLVED: Commissioner Gilman moved to approve the Joint Request for Clarification on Consent Judgement. Commissioner Nye seconded the motion.

For: Ron Nye, Duke Gilman. Against: William Todd. Motion passed.

Comment: Lauer. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

Adjournment

RESOLVED: Commissioner Todd moved to adjourn the meeting. Commissioner Gilman seconded the motion.

For: William Todd, Duke Gilman, and Ron Nye. Motion passed.

With no further discussion, the meeting was adjourned at 12:03 pm.

The upcoming Regular Commissioner meeting is scheduled for Tuesday, March 24, 2026, at 10:00 am, in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

Signed:
Ronald E. Nye, Commissioner, Chairman
Date Approved: March 24, 2026

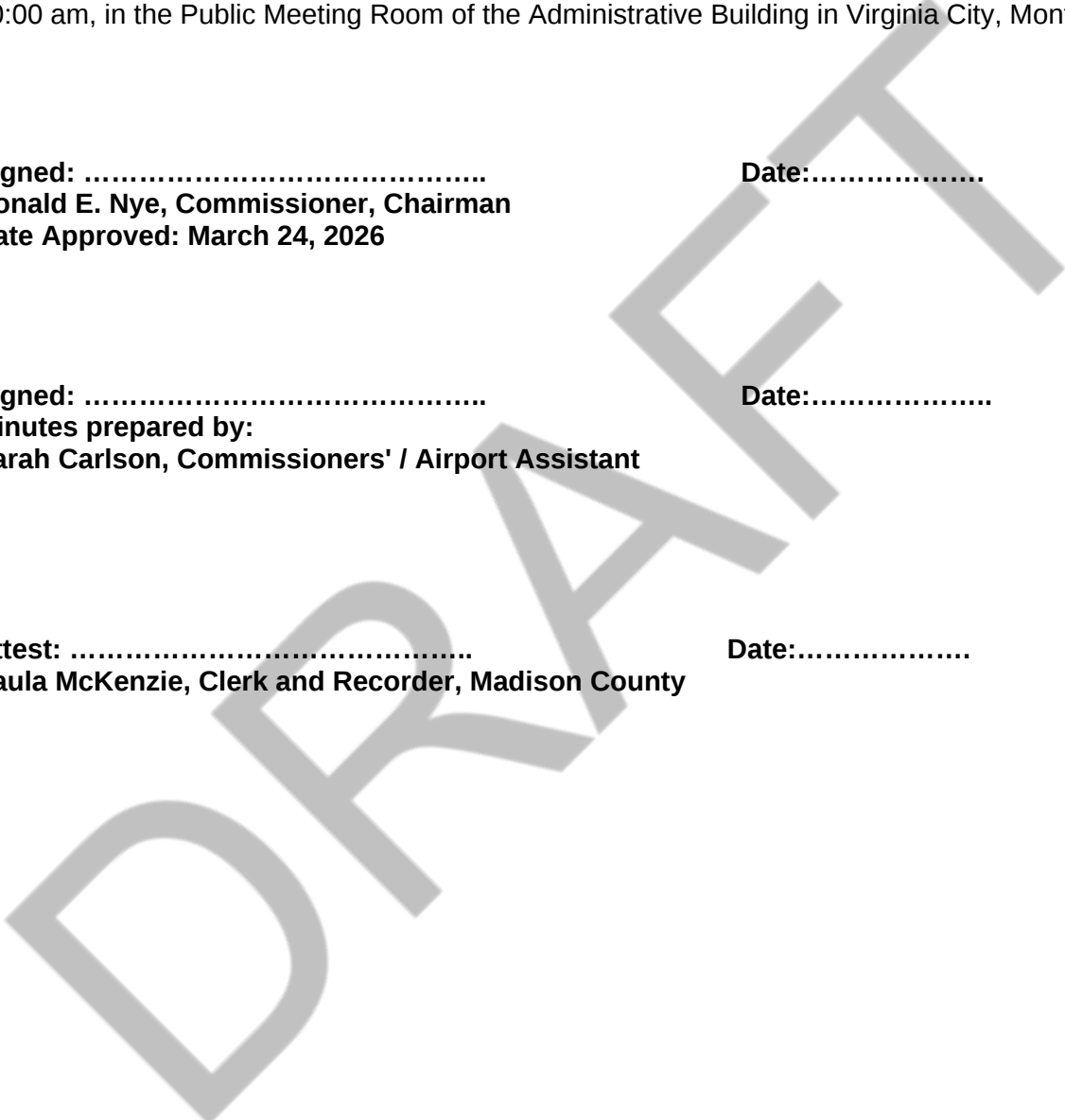
Date:.....

Signed:
Minutes prepared by:
Sarah Carlson, Commissioners' / Airport Assistant

Date:.....

Attest:
Paula McKenzie, Clerk and Recorder, Madison County

Date:.....



**Madison County
Commissioners Regular Meeting**

March 17, 2026, 10:00 pm Mountain Time until concluded
103 W Wallace St, Virginia City, MT 59755, United States
First Floor Public Meeting Room
Administrative Office Building, Virginia City, Montana

Present:

Duke W. Gilman, Commissioner District 1
Ronald E. Nye, Commissioner District 2, Chairman
William A. Todd, Commissioner, District 3

In Attendance:

Ryan Wolter, IT Support Specialist, administered the Webex connection
Sarah Carlson, Commissioners' / Airport Assistant, was present to take minutes

Attendee List:

Cody Marxer, Planning Director
Colton Lauer, Madison County Attorney
Shawna Lutgen, Grants Manager
Joe Brummell, DES
Dave Blank, Madison County Senior Bus Driver
David Clark
Dan High
Sherrie High

- 1. Call to Order, Pledge of Allegiance, Roll Call**
- 2. Public Comment (Please Limit to 5 Minutes Per Person)**
- 3. Consent Agenda**
 - 3.1. Minutes for March 9, 2026, Work Session**
 - 3.2. Minutes for March 10, 2026, Regular Meeting**
 - 3.3. Minutes for March 12, 2026, Special Meeting**
 - 3.4. Minutes for March 12, 2026, Emergency Meeting**
 - 3.5. Courthouse Hazardous Material Removal Bidding Documents**
 - 3.6. Mag Chloride Bid**

3.7. Chip Sealing Hardrives Construction Inc. \$200,048.75

3.8. Sheridan MT Lease Extension

3.9. Brownfields Letter of Support – Madison County Inventory Project

3.10. Termination of Examining Land Surveyor Contract - (Moved to New Business)

3.11. Approval of Claims

RESOLVED: Commissioner Todd moved to approve the Consent Agenda as read. Seconded by Commissioner Gilman.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: None. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

4. Reports of Committees

None

5. Unfinished Business

None

6. New Business

6.0. Termination of Examining Land Surveyor Contract

Cody Marxer, the Director of Planning for Madison County, and Colton Lauer, the County Attorney of Madison County, advised dispatching a formal letter to the Land Surveying Company.

RESOLVED: Commissioner Todd moved to send a letter to the surveyor company outlining the county's concerns. Commissioner Gilman seconded the motion.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Marxer and Lauer. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

6.1. Request for Funds from the CDBG Grant Awarded to Madison County for Harrison's Phase 2 Wastewater Improvements Project \$1,462.00

Shawna Lutgen, the Grants Manager for Madison County, provided an update on the project.

RESOLVED: Commissioner Todd moved to approve the Request for Funds from the CDBG Grant Awarded to Madison County for Harrison's Phase 2 Wastewater Improvements Project \$1,462.00.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Lutgen. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

6.2. Great West Engineering Task Order #37 – Judy Lane Bridge PER and MCEP Grant Application

Shawna Lutgen, the Grants Manager for Madison County, provided an update on the project.

RESOLVED: Commissioner Todd moved to approve Great West Engineering Task Order #37 – Judy Lane Bridge PER and MCEP Grant Application. Commissioner Gilman seconded the motion.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Lutgen. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

6.3. Exempt Amended Plat: Family Transfer within Baxter Minor Subdivision Tract 5A-2

Cody Marxer, Madison County Planning Director, gave information on the landowner proposal of Tract 5-A2 of Baxter Minor Subdivision, which seeks to utilize the Family Transfer subdivision exemption (MCA 6-3-207(2)(b)(i)(C)) to divide Tract 5-A2 into two tracts, Tract 1 and Tract 2. It is recommended that the Madison County Commissioners approve and sign the Amended Plat of Baxter Minor Subdivision Tract 5-A2.

RESOLVED: Commissioner Gilman moved to approve Exempt Amended Plat: Family Transfer within Baxter Minor Subdivision Tract 5A-2. Commissioner Todd seconded the motion.

Comment: Marxer. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

6.4. Amended Draft RFP for Capital Improvements Plan

Cody Marxer, the Madison County Planning Director, provided information regarding the revised wording for the RFP.

RESOLVED: Commissioner Todd moved to approve the Amended Draft RFP for the Capital Improvements Plan. Commissioner Gilman seconded the motion.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Marxer. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

6.5. Resolution 16-2026 A Resolution Declaring a Vehicle Surplus Property and Donating Such Vehicle to the Madison Valley Rural Fire District

RESOLVED: Commissioner Todd moved to approve Resolution 16-2026, A Resolution Declaring a Vehicle Surplus Property and Donating Such Vehicle to the Madison Valley Rural Fire District. Commissioner Gilman seconded the motion.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Brummell. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

6.6. LEPC New Bylaws

RESOLVED: Commissioner Todd moved to approve LEPC New Bylaws. Commissioner Gilman seconded the motion.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Brummell. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

6.7. Northwestern Energy Emergency Action Plan Functional Exercise/Tabletop Exercise

Joe Brummell, representing the Madison County Department of Emergency Services, provided information regarding the Tabletop Exercise.

RESOLVED: Commissioner Todd moved to approve the Northwestern Energy Emergency Action Plan Functional Exercise/Tabletop Exercise. Commissioner Gilman seconded the motion.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Brummell. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

6.8. Purchase of Vehicle for the Senior Citizens

RESOLVED: Commissioner Todd moved to approve the purchase of the most affordable AWD vehicle for the Senior Citizens based on the information provided.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Blank. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

7. 12:00 PM CLOSED SESSION - EMPLOYEE RELATIONS

Commissioner Todd announced that the Closed Session Meeting scheduled for 12:00 pm has been canceled.

Adjournment

RESOLVED: Commissioner Todd moved to adjourn the meeting. Commissioner Gilman seconded the motion.

For: Duke Gilman, Ron Nye, and William Todd. Motion passed.

With no further discussion, the meeting was adjourned at 10:32 am.

The upcoming Regular Commissioner meeting is scheduled for Tuesday, March 24, 2026, at 10:00 am, in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

Signed:
Ronald E. Nye, Commissioner, Chairman
Date Approved: March 24, 2026

Date:.....

Signed:

Date:.....

Minutes prepared by:
Sarah Carlson, Commissioners' / Airport Assistant

Attest:

Date:.....

Paula McKenzie, Clerk and Recorder, Madison County

DRAFT

**Madison County
Commissioners Special Meeting**

March 17, 2026, 1:00 pm Mountain Time until concluded
103 W Wallace St, Virginia City, MT 59755, United States
First Floor Public Meeting Room
Administrative Office Building, Virginia City, Montana

Present:

Duke W. Gilman, Commissioner District 1

In Attendance:

Ryan Wolter, IT Support Specialist, administered the Webex connection
Sarah Carlson, Commissioners' / Airport Assistant, was present to take minutes

Attendee List:

Colton Lauer, Madison County Attorney
Pat Jacobs, Architecture Trio
Doug Oswood, Oswood Construction CO.
Marcus Stadia, Richis Floorway
Anthony Mazzuroles, Long Building Tech
Joe Schindler, Manhattan plumbing Excavation
Rachel Townsend, Pierce Flooring
James Pengra, Total Fire Protection
Mike Hendrickson, West Electric, Inc.
Kurt Thomas Stanley Engering
Nicki Alduch, Diamond Construction
Solomon Martin, Zoula Masonry Service
CJ Bailey, Benchmerle Masonry
Robert Kamienski, Demo Pros
Brian Germane, Jackson Contractor
Camron Phillips, Carpets Plus Bozeman
Kyle Marsh, Ennis Building Center
Michael Shea, Mookarieh Construction
Philip Nuschler, Williams Plumbing and Heating
Rod Warnstron, ARE Electric
Óscar Mercado, S.M.C. Demolition
Jim Parker, Parker Environmental
Jason Macoronal, Premier Plumbing Inc
Troy Oswood, Oswood Construction
Todd Savage, Sherwin-Williams
Patrick Ressler, Environmental Contractors
Terry Morland, TCS Northwest LLC
Michael Palmer, Ever-Green Construction and Roofing

Rob Abbott, Abbott Plumbing
Tyler Hubbard, Stampede Contracting
Steve Horster, Jackson
Duncan Elice, Mountain States Civil
Jason Wilson, Western States Fire Prot
Dairiel Cara, Standard Drywall Inc
Darren Brady, PRG Commercial
Sam Barnes, R.R. Taylor Construction
Core Plute, Mile High Painting
Ben Kolodka, Kolodka Masonry
Adam Braddock, Montana Cabinet Works
Jacob Carter, PrG Commercial
Scott Lokan, Loken Historic Preservation
Gabe Lokan, Loken Historic Preservation
Frank Bryant, Hollowtop Heating and Cooling
Daniel Eaton, Ezexteriors
Jared Eaton, Exexteriors
Philip Munson, Crucible
Zak Tesoro, Zak Tesoro Masonry Inc
Hunter Knabt, Local Demo
Bob McKissack, Cornstone Mngt Services
Eli Smith, Preserve Montana
Stephen Banker, Joshua Tree Cabinetry
Henry Olsen, Ingraham Environmental
Steve Hoesten, Cripe

1. Call to Order

2. Public Comment (Please Limit to 5 Minutes Per Person)

None

3. Courthouse Pre-Bid Meeting for Contractors

Pat Jacobs, representing Architecture Trio, convened the meeting and provided information regarding the Courthouse project. She also furnished details on the bid requirements and submission deadlines, as well as bid bond requirements. She stated that all questions regarding the project should be submitted via email. All representatives received the agenda and bid packet. After receiving bid information, the meeting proceeded to the courthouse for bidders to conduct a walkthrough.

Comment: Jacobs and Lauer. Discussion: None.

Adjournment

The meeting was subsequently adjourned at 1:25 pm without further discussion, after which all participants proceeded to the Courthouse for a pre-bid walk-through.

The upcoming Regular Commissioner meeting is scheduled for Tuesday, March 24, 2026, at 10:00 am, in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

Signed:
Ronald E. Nye, Commissioner, Chairman
Date Approved: March 24, 2026

Date:.....

Signed:
Minutes prepared by:
Sarah Carlson, Commissioners' / Airport Assistant

Date:.....

Attest:
Paula McKenzie, Clerk and Recorder, Madison County

Date:.....

DRAFT

03/19/26
15:17:27

MADISON COUNTY
Claim Approval List
For the Accounting Period: 3/26

Page: 1 of 17
Report ID: AP100V

* ... Over spent expenditure

| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------|----------------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| 137917 | | 5139 AMAZON CAPITAL SERVICES | 1,257.30 | | | | | | |
| | 03/02/26 | MVM op supplies | 15.38* | | | 5110 440340 | 229 | | 101000 |
| | 1RVX-MPTL-HN9Q | | | | | | | | |
| | 03/10/26 | MVM- food | 34.65 | | | 5110 440340 | 223 | | 101000 |
| | 1WWR-R16Q-HF6P | | | | | | | | |
| | 03/10/26 | MVM- food | 59.99* | | | 5110 440330 | 223 | | 101000 |
| | 1KTJ-Rh9p-lvqy | | | | | | | | |
| | 03/05/26 | MVM- Food | 11.76* | | | 5110 440330 | 223 | | 101000 |
| | 1y1m-mc4j-gxd6 | | | | | | | | |
| | 03/09/26 | MVM-food | 32.30* | | | 5110 440330 | 223 | | 101000 |
| | 1gxj-kncy-qg64 | | | | | | | | |
| | 02/28/26 | MVM- food | 14.90* | | | 5110 440330 | 223 | | 101000 |
| | 1kr9-gx7k-dchm | | | | | | | | |
| | 03/04/26 | MVM-food | 48.36* | | | 5110 440330 | 223 | | 101000 |
| | 13yx-7yfr-93kw | | | | | | | | |
| | 03/10/26 | MVM- office supplies | 19.94* | | | 5110 440310 | 214 | | 101000 |
| | 19cc-9nw9-9nh6 | | | | | | | | |
| | 02/28/26 | MVM-office supplies | 200.67* | | | 5110 440310 | 214 | | 101000 |
| | 1lqr-lykq-fkdt | | | | | | | | |
| | 03/09/26 | MVM- building maintenance | 98.60 | | | 5110 440320 | 366 | | 101000 |
| | 1tcy-m7xl-qp9h | | | | | | | | |
| | 02/28/26 | MVM-medical ancillaries | 556.72 | | | 5110 440330 | 232 | | 101000 |
| | 1fr4-3xwn-7yn3 | | | | | | | | |
| | 02/02/26 | MVM lease | 22.05* | | | 5110 440330 | 531 | | 101000 |
| | 1176-pwkl-nymc | | | | | | | | |
| | 03/16/26 | Public Health | 46.12* | | | 2973 440100 | 229 | | 101000 |
| | 161w-hrrn-qwf6 | | | | | | | | |
| | 03/12/26 | Public Health | 95.86* | | | 2973 440100 | 229 | | 101000 |
| | 1cgl-hkpt-c61w | | | | | | | | |
| | | Total for Vendor: | 1,257.30 | | | | | | |
| 137905 | | 3550 AMERIGAS | 9,136.27 | | | | | | |
| | 02/26/26 | Library Propane 202639356 | 1,163.88 | | | 2220 460100 | 344 | | 101000 |
| | 03/11/26 | Courthouse Propane | 661.92 | | | 1000 410700 | 366 | | 101000 |
| | 202641917 | | | | | | | | |
| | 03/11/26 | Courthouse Propane | 275.12 | | | 1000 410700 | 366 | | 101000 |
| | 202641917 | | | | | | | | |

03/19/26
15:17:27

MADISON COUNTY
Claim Approval List
For the Accounting Period: 3/26

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Report ID: AP100V

* ... Over spent expenditure

| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|-------------------|----------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| | 03/05/26 | MVM Propane | 7,035.35 | | | 5110 440320 | 344 | | 101000 |
| 202639331 | | | | | | | | | |
| | | Total for Vendor: | 9,136.27 | | | | | | |
| 137640 | | 27 ANDY'S SERVICE INC | 284.00 | | | | | | |
| | 02/24/26 | TRMC gas | 284.00 | | | 5111 440320 | 231 | | 101000 |
| 45444 | | | | | | | | | |
| 137896 | | 27 ANDY'S SERVICE INC | 1,065.00 | | | | | | |
| | 03/02/26 | Sheriff- vehicle maint | 672.00 | | | 2300 420110 | 361 | | 101000 |
| INV 45448 | | | | | | | | | |
| | 03/02/26 | Public Health | 393.00 | | | 2973 440100 | 239 | | 101000 |
| INV 45368 | | | | | | | | | |
| | | Total for Vendor: | 1,349.00 | | | | | | |
| 137965 | | 6174 APHA | 525.00 | | | | | | |
| | 03/10/26 | Public Healthe | 525.00 | | | 2973 440100 | 330 | | 101000 |
| mem 11462864-PHEP | | | | | | | | | |
| | | Total for Vendor: | 525.00 | | | | | | |
| 137924 | | 6595 BADLANDS MEDICAL STAFFING | 1,310.55 | | | | | | |
| | 03/09/26 | MVM- prof services | 862.50 | | | 5110 440330 | 357 | | 101000 |
| 3462 | | | | | | | | | |
| | 03/09/26 | MVM- milage reimb | 448.05* | | | 5110 440330 | 531 | | 101000 |
| 3462 | | | | | | | | | |
| | | Total for Vendor: | 1,310.55 | | | | | | |
| 137923 | | 6183 BENCHMARK HEALTHCARE SOLUTIONS, | 9,323.20 | | | | | | |
| | 03/17/26 | MVM-por services | 1,337.50 | | | 5110 440330 | 357 | | 101000 |
| 1434 | | | | | | | | | |
| | 03/17/26 | MVM- milage reimb | 319.20* | | | 5110 440330 | 531 | | 101000 |
| 1434 | | | | | | | | | |
| | 03/10/26 | TRMC-prof services | 1,833.50* | | | 5111 440330 | 357 | | 101000 |
| 1429 | | | | | | | | | |
| | 03/10/26 | TRMC- milage reimb | 210.00* | | | 5111 440330 | 531 | | 101000 |
| 1429 | | | | | | | | | |
| | 03/17/26 | TRMC prof services | 4,993.00* | | | 5111 440330 | 357 | | 101000 |
| 1440 | | | | | | | | | |

03/19/26
15:17:27

MADISON COUNTY
Claim Approval List
For the Accounting Period: 3/26

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Report ID: AP100V

* ... Over spent expenditure

| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------|----------|---|-------------------------|---------|------|---------------|--------|------|-----------------|
| 1440 | 03/17/26 | TRMC milage reimb | 630.00* | | | 5111 440330 | 531 | | 101000 |
| | | Total for Vendor: | 9,323.20 | | | | | | |
| 137912 | | 6698 Billion Auto Group | 44,000.00 | | | | | | |
| | 03/18/26 | 2026 Chrysler Pacific Van for Senior Citizens Senior Citizen Van | 44,000.00 | | | 2280 450310 | 947 | | 101000 |
| | | Deal 0045585 | | | | | | | |
| | | Total for Vendor: | 44,000.00 | | | | | | |
| 137900 | | 4957 BUTTE CARES, INC | 5,997.12 | | | | | | |
| | 02/26/26 | Prevention and Wellness | 5,997.12 | | | 1000 440540 | 700 | | 101000 |
| | | 1002 | | | | | | | |
| | | Total for Vendor: | 5,997.12 | | | | | | |
| 137959 | | 2353 CNA SURETY | 100.00 | | | | | | |
| | 05/03/26 | TRMC Bond | 50.00 | | | 5111 440310 | 330 | | 101000 |
| | | #69902932 | | | | | | | |
| | 05/03/26 | MVM Bond | 50.00 | | | 5110 440310 | 330 | | 101000 |
| | | #69902932 | | | | | | | |
| | | Total for Vendor: | 100.00 | | | | | | |
| 137921 | | 3738 DE LAGE LANDEN FINANCIAL SVC, | 517.94 | | | | | | |
| | 03/08/26 | MVM- lease | 517.94 | | | 5110 440320 | 531 | | 101000 |
| | | 596175041 | | | | | | | |
| | | Total for Vendor: | 517.94 | | | | | | |
| 137958 | | 5695 DEX IMAGING | 405.24 | | | | | | |
| | 03/04/26 | TRMC prof services | 144.00 | | | 5111 440310 | 357 | | 101000 |
| | | AR14922835 | | | | | | | |
| | 03/04/26 | TRMC | 261.24 | | | 5111 440310 | 320 | | 101000 |
| | | AR14922834 | | | | | | | |
| | | Total for Vendor: | 405.24 | | | | | | |

03/19/26
15:17:27

MADISON COUNTY
Claim Approval List
For the Accounting Period: 3/26

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* ... Over spent expenditure

| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------|--------------------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| 137956 | | 59 DIRECT SUPPLY | 1,525.91 | | | | | | |
| | 02/24/26 | TRMC- acct # 2773 | 864.99 | | | 5111 440320 | 399 | | 101000 |
| | INV 35194991 | | | | | | | | |
| | 03/06/26 | TRMC acct 27733 | 660.92 | | | 5111 440330 | 229 | | 101000 |
| | INV 35254010 | | | | | | | | |
| | | Total for Vendor: | 1,525.91 | | | | | | |
| 137897 | | 2784 DIRECT TV | 109.99 | | | | | | |
| | 03/07/26 | Sheriff- | 109.99 | | | 2300 420601 | 349 | | 101000 |
| | 071357262X260307 | | | | | | | | |
| | | Total for Vendor: | 109.99 | | | | | | |
| 137922 | | 5960 DOOR GUYS, LLC | 8,739.00 | | | | | | |
| | 03/15/26 | MVM- capital improvement | 8,739.00 | | | 5110 440320 | 925 | | 101000 |
| | 1481,1480 | | | | | | | | |
| | | Total for Vendor: | 8,739.00 | | | | | | |
| 137893 | | 5225 DUNCAN HEDGES | 350.00 | | | | | | |
| | 02/27/26 | sheriff meals out of state | 350.00 | | | 2300 420110 | 373 | | 101000 |
| | out of state meals | | | | | | | | |
| | | Total for Vendor: | 350.00 | | | | | | |
| 137920 | | 5907 DUPREE BUILDING SPECIALTIES OF | 304.00 | | | | | | |
| | 03/13/26 | MVM- medical supplies | 304.00 | | | 5110 440330 | 240 | | 101000 |
| | 39267 | | | | | | | | |
| | | Total for Vendor: | 304.00 | | | | | | |
| 137955 | | 5891 EDGE TREE CARE, LLC | 3,150.00 | | | | | | |
| | 03/15/26 | TRMC lawn care | 3,150.00 | | | 5111 440320 | 399 | | 101000 |
| | 02110-I | | | | | | | | |
| | | Total for Vendor: | 3,150.00 | | | | | | |
| 137919 | | 4689 FISHER'S TECHNOLOGY | 44.38 | | | | | | |
| | 03/16/26 | MVM-tech | 44.38* | | | 5110 440320 | 357 | | 101000 |
| | 1644277 | | | | | | | | |
| | | Total for Vendor: | 44.38 | | | | | | |

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* ... Over spent expenditure

| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------|----------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| 137954 | | 5063 FUSION MEDICAL STAFFING, LLC | 4,771.00 | | | | | | |
| | 02/28/26 | TRMC prof services | 4,771.00* | | | 5111 440330 | 357 | | 101000 |
| | | INV 959909, 963316 | | | | | | | |
| | | Total for Vendor: | 4,771.00 | | | | | | |
| 137894 | | 703 GALLATIN COUNTY DETENTION CENTER | 5,563.54 | | | | | | |
| | 02/28/26 | sheriff- Feb 26 R&B | 5,544.50 | | | 2300 420230 | 392 | | 101000 |
| 3556 | | | | | | | | | |
| | 02/28/26 | Sheriff- R & B medical | 19.04 | | | 2300 420230 | 222 | | 101000 |
| 3556 | | | | | | | | | |
| | | Total for Vendor: | 5,563.54 | | | | | | |
| 137953 | | 6564 GETMED STAFFING, INC. | 13,769.27 | | | | | | |
| | 03/11/26 | TRMC staffing | 13,769.27* | | | 5111 440330 | 357 | | 101000 |
| | | 41826, 41796,41895,41680, | | | | | | | |
| | | Total for Vendor: | 13,769.27 | | | | | | |
| 137918 | | 3969 GREAT AMERICA FINANCIAL SERVICES | 73.73 | | | | | | |
| | 03/30/26 | MVM lease | 73.73 | | | 5110 440320 | 531 | | 101000 |
| | | 41439708 | | | | | | | |
| | | Total for Vendor: | 73.73 | | | | | | |
| 137952 | | 6223 HILLYARD | 182.47 | | | | | | |
| | 03/09/26 | TRMC supplies | 182.47 | | | 5111 440350 | 200 | | 101000 |
| | | INV 90064686 | | | | | | | |
| | | Total for Vendor: | 182.47 | | | | | | |
| 137925 | | 946 JOHNSON CONTROLS INC | 4,446.04 | | | | | | |
| | 03/02/26 | MVM- prof services | 4,446.04* | | | 5110 440320 | 357 | | 101000 |
| | | 1-137317621115 | | | | | | | |
| | | Total for Vendor: | 4,446.04 | | | | | | |
| 137895 | | 5085 KAMINSKY, SULLENBERGER & | 375.00 | | | | | | |
| | 03/12/26 | Sheriff- Field training-Noah | 375.00 | | | 2300 420110 | 381 | | 101000 |
| | | 2026-17-07 | | | | | | | |
| | | Total for Vendor: | 375.00 | | | | | | |

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* ... Over spent expenditure

| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------|----------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| 137961 | | 6561 KELLEY CREATE | 159.00 | | | | | | |
| | 03/06/26 | Treasure Ink | 159.00 | | | 1000 410510 | 214 | | 101000 |
| | | IN2251138 | | | | | | | |
| | | Total for Vendor: | 159.00 | | | | | | |
| 137962 | | 5474 KELLEY CREATE | 166.00 | | | | | | |
| | 03/18/26 | Public Health Equip lease | 166.00 | | | 2973 440100 | 532 | | 101000 |
| | | 41526382 | | | | | | | |
| | | Total for Vendor: | 166.00 | | | | | | |
| 137951 | | 1078 KINGS MOTEL LLC | 2,004.00 | | | | | | |
| | 03/09/26 | TRMC Inv 3160-1 | 350.00* | | | 5111 440330 | 531 | | 101000 |
| | 03/09/26 | TRMC INV 3161-1 | 210.00* | | | 5111 440330 | 531 | | 101000 |
| | 03/09/26 | TRMC INV 3162-1 | 140.00* | | | 5111 440330 | 531 | | 101000 |
| | 03/09/26 | TRMC Inv 3163-1 | 210.00* | | | 5111 440330 | 531 | | 101000 |
| | 03/09/26 | TRMC Inv 3164-1 | 210.00* | | | 5111 440330 | 531 | | 101000 |
| | 03/09/26 | TRMC INV 3165-1 | 114.00* | | | 5111 440330 | 531 | | 101000 |
| | 03/09/26 | TRMC Inv 3167-1 | 210.00* | | | 5111 440330 | 531 | | 101000 |
| | 03/09/26 | TRMC Inv 3168-1 | 70.00* | | | 5111 440330 | 531 | | 101000 |
| | 03/09/26 | TRMC INV 3169-1 | 210.00* | | | 5111 440330 | 531 | | 101000 |
| | 03/09/26 | TRMC INV 3158-1 | 280.00* | | | 5111 440330 | 531 | | 101000 |
| | | Total for Vendor: | 2,004.00 | | | | | | |
| 137950 | | 1712 MAC's PHARMACY | 33.00 | | | | | | |
| | 02/12/26 | TRMC pharmacy | 33.00 | | | 5111 440330 | 232 | | 101000 |
| | | 33729 | | | | | | | |
| | | Total for Vendor: | 33.00 | | | | | | |
| 137968 | | 5660 MADISON MEADOWS GOLF COURSE | 4,000.00 | | | | | | |
| | 03/13/26 | Gold Course Cap Fund | 4,000.00 | | | 1000 460446 | 700 | | 101000 |
| | | Mad Meadows Golf course | | | | | | | |
| | | Total for Vendor: | 4,000.00 | | | | | | |

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| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------|----------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| 137927 | | 5721 MADISON VALLEY PROPERTY april rent 202 e main street, 821 bauer lane # 5, 855 bauer lane #6, 855 bauer lane #9 | 4,425.00 | | | | | | |
| | 03/12/26 | MVM- lease | 4,425.00* | | | 5110 440330 | 531 | | 101000 |
| | | MVM26-04 | | | | | | | |
| | | Total for Vendor: | 4,425.00 | | | | | | |
| 137902 | | 5886 MASTERCARD ACCT 2006 | 327.24 | | | | | | |
| | 02/25/26 | TRMC MC 2006 | 325.18 | | | 5111 440370 | 381 | | 101000 |
| | | MC 2006 | | | | | | | |
| | 02/25/26 | TRMC Finace charge mc 2006 | 2.06* | | | 5110 440370 | 631 | | 101000 |
| | | MC 2006 | | | | | | | |
| | | Total for Vendor: | 327.24 | | | | | | |
| 137903 | | 6243 MEDICAL SOLUTIONS, LLC | 7,770.60 | | | | | | |
| | 12/12/25 | TRMC-Gutierrez | 2,634.40* | | | 5111 440330 | 357 | | 101000 |
| | | Inv # 201126296 | | | | | | | |
| | 12/12/25 | TRMC- MAruerquiaga | 2,539.50* | | | 5111 440330 | 357 | | 101000 |
| | | INV # 201127743 | | | | | | | |
| | 03/06/26 | TRMC prof services | 2,596.70* | | | 5111 440330 | 357 | | 101000 |
| | | 201252509 | | | | | | | |
| 137926 | | 6243 MEDICAL SOLUTIONS, LLC | 4,304.45 | | | | | | |
| | 03/01/26 | MVM- staffing | 4,304.45 | | | 5110 440330 | 357 | | 101000 |
| | | 201260317 | | | | | | | |
| | | Total for Vendor: | 12,075.05 | | | | | | |
| 137967 | | 5720 MEDICO-MART, INC | 659.49 | | | | | | |
| | 03/12/26 | Public Healthe | 659.49 | | | 2973 440100 | 222 | | 101000 |
| | | 330532 | | | | | | | |
| | | Total for Vendor: | 659.49 | | | | | | |
| 137931 | | 94 MEDLINE INDUSTRIES LP | 372.34 | | | | | | |
| | 03/13/26 | MVM- supplies | 372.34 | | | 5110 440350 | 200 | | 101000 |
| | | 2416315533 | | | | | | | |

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| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------|----------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| 137949 | | 94 MEDLINE INDUSTRIES LP | 2,156.92 | | | | | | |
| | 03/05/26 | TRMC ppe | 501.52 | | | 5111 440330 | 201 | | 101000 |
| | | see remit slips | | | | | | | |
| | 03/05/26 | TRMC med ancillaries | 1,214.18 | | | 5111 440330 | 232 | | 101000 |
| | | see remit slips | | | | | | | |
| | 03/05/26 | TRMC med supplies | 441.22 | | | 5111 440330 | 240 | | 101000 |
| | | see remit slips | | | | | | | |
| | | Total for Vendor: | 2,529.26 | | | | | | |
| 137930 | | 2698 MENDENHALL EQUIPMENT CO. | 900.00 | | | | | | |
| | 03/10/26 | MVM- other machinery | 900.00* | | | 5110 440320 | 362 | | 101000 |
| | | I154179 | | | | | | | |
| | | Total for Vendor: | 900.00 | | | | | | |
| 137948 | | 3289 MONIDA HEALTHCARE STAFFING | 1,406.25 | | | | | | |
| | 03/02/26 | TRMC staffing | 1,093.75* | | | 5111 440330 | 357 | | 101000 |
| | | 10313 | | | | | | | |
| | 03/02/26 | TRMC milage reimb | 312.50* | | | 5111 440330 | 531 | | 101000 |
| | | 10313 | | | | | | | |
| | | Total for Vendor: | 1,406.25 | | | | | | |
| 137928 | | 5646 MONTANA HEALTH NETWORK LIABILITY | 2,677.50 | | | | | | |
| | 03/18/26 | MVM- other prof services | 2,677.50 | | | 5110 440330 | 357 | | 101000 |
| | | 1194 | | | | | | | |
| | | Total for Vendor: | 2,677.50 | | | | | | |
| 137947 | | 1235 MONTANA STANDARD | 423.00 | | | | | | |
| | 02/24/26 | TRMC publications | 423.00 | | | 5111 440310 | 330 | | 101000 |
| | | 106-00016575 March | | | | | | | |
| | | Total for Vendor: | 423.00 | | | | | | |
| 137929 | | 5099 MOUNTAIN MEDICAL STAFFING | 25,694.92 | | | | | | |
| | 03/17/26 | MVM staffing | 19,378.93 | | | 5110 440330 | 357 | | 101000 |
| | | 4151, 4142 | | | | | | | |
| | 03/17/26 | mvm- milage reimb | 1,474.36* | | | 5110 440330 | 531 | | 101000 |
| | | 4151, 4142 | | | | | | | |

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* ... Over spent expenditure

| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------------------------|----------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| 4147 | 03/11/26 | TRMC staffing | 4,243.65* | | | 5111 440330 | 357 | | 101000 |
| 4147 | 03/11/26 | TRMC milage reimb | 597.98* | | | 5111 440330 | 531 | | 101000 |
| Total for Vendor: | | | 25,694.92 | | | | | | |
| 137932 | | 5549 NETSMART TECHNOLOGIES, INC | 234.64 | | | | | | |
| | 04/01/26 | MVM- computer and software | 115.64 | | | 5110 440320 | 364 | | 101000 |
| BD0750515 | | | | | | | | | |
| | 04/01/26 | TRMC computer & software | 119.00 | | | 5111 440310 | 330 | | 101000 |
| BD0751466 | | | | | | | | | |
| Total for Vendor: | | | 234.64 | | | | | | |
| 137890 | | 1503 NORTHWESTERN ENERGY | 6,943.71 | | | | | | |
| | 03/04/26 | 103 w wallace vc | 2,238.50 | | | 1000 411230 | 341 | | 101000 |
| #3132808-1 | | | | | | | | | |
| | 03/04/26 | 111 e wallace vc | 183.54 | | | 1000 411230 | 341 | | 101000 |
| #39633300-3 | | | | | | | | | |
| | 03/04/26 | 110 1/2 w wallace vc | 34.54 | | | 1000 411230 | 341 | | 101000 |
| #0593055-7 | | | | | | | | | |
| | 03/04/26 | 5 Placer loop vc | 207.46 | | | 1000 411230 | 341 | | 101000 |
| #1999416-9 | | | | | | | | | |
| | 03/04/26 | 6 place loop vc | 22.05 | | | 1000 411230 | 341 | | 101000 |
| #4097350-5 | | | | | | | | | |
| | 03/04/26 | 7 placer loop | 125.33 | | | 1000 411230 | 341 | | 101000 |
| #2042220-0 | | | | | | | | | |
| | 03/04/26 | 40 Judy Lane Alder | 23.13 | | | 2110 430200 | 341 | | 101000 |
| #0933391-5 | | | | | | | | | |
| | 03/04/26 | 3 Echo taxi | 23.65 | | | 2170 430321 | 341 | | 101000 |
| #0653139-6 | | | | | | | | | |
| | 03/04/26 | 217 E Idaho St | 255.22 | | | 2220 460100 | 341 | | 101000 |
| #0592913-8 | | | | | | | | | |
| | 03/04/26 | 401 s main | 223.35 | | | 2973 440100 | 341 | | 101000 |
| #4123487-3 | | | | | | | | | |
| | 03/04/26 | 326 Madison Street | 3,339.15 | | | 5111 440320 | 341 | | 101000 |
| #0592734-8 | | | | | | | | | |
| | 03/04/26 | 104 N Bridge- TRMC rental | 244.28* | | | 5111 440330 | 531 | | 101000 |
| #4320259-7 | | | | | | | | | |

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| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------|----------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| | 03/12/26 | Palisades dumpsite | 23.51 | | | 5410 430840 | 341 | | 101000 |
| | | #3776146-7 | | | | | | | |
| | | Total for Vendor: | 6,943.71 | | | | | | |
| 137946 | | 6699 Peak Medical Staffing | 5,294.10 | | | | | | |
| | 03/14/26 | TRMC Staffing | 5,294.10* | | | 5111 440330 | 357 | | 101000 |
| | | 001 | | | | | | | |
| | | Total for Vendor: | 5,294.10 | | | | | | |
| 137941 | | 5392 PEAKONE ADMINISTRATION | 200.99 | | | | | | |
| | 03/15/26 | Employ ID 14706 | 200.99 | | | 1000 410700 | 190 | | 101000 |
| | | 175610 | | | | | | | |
| | | Total for Vendor: | 200.99 | | | | | | |
| 137934 | | 5448 PEOPLE 2.0 GLOBAL | 25,345.21 | | | | | | |
| | 03/13/26 | MVM- prof services | 8,710.80 | | | 5110 440330 | 357 | | 101000 |
| | | 594004517 | | | | | | | |
| | 03/12/26 | MVM- milage reimb | 645.86* | | | 5110 440330 | 531 | | 101000 |
| | | 594004517 | | | | | | | |
| | 03/06/26 | TRMC- staffing | 7,620.30* | | | 5111 440330 | 357 | | 101000 |
| | | 594004505 | | | | | | | |
| | 03/06/26 | TRMC- milage reimb | 540.00* | | | 5111 440330 | 531 | | 101000 |
| | | 594004505 | | | | | | | |
| | 03/13/26 | TRMC- staffing | 7,344.65* | | | 5111 440330 | 357 | | 101000 |
| | | 594004528 | | | | | | | |
| | 03/13/26 | TRMC milage reimb | 483.60* | | | 5111 440330 | 531 | | 101000 |
| | | 594004528 | | | | | | | |
| | | Total for Vendor: | 25,345.21 | | | | | | |
| 137963 | | 3133 PFIZER, INC. | 982.32 | | | | | | |
| | 03/16/26 | Public Health lab supplies | 982.32 | | | 2973 440100 | 222 | | 101000 |
| | | 9347879759 | | | | | | | |
| | | Total for Vendor: | 982.32 | | | | | | |

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| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------|----------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| 137945 | | 6433 PHARMERICA | 28.09 | | | | | | |
| | 02/28/26 | TRMC Gen Pharm | 28.09 | | | 5111 440330 | 242 | | 101000 |
| | | 1027067B0228 | | | | | | | |
| | | Total for Vendor: | 28.09 | | | | | | |
| 137944 | | 1849 PRAIRIE TRAVELERS, INC. | 1,905.75 | | | | | | |
| | 03/09/26 | TRMC staffing | 1,905.75 | | | 5111 440330 | 260 | | 101000 |
| | | 15376 | | | | | | | |
| | | Total for Vendor: | 1,905.75 | | | | | | |
| 137933 | | 4728 PROFESSIONAL TRAVELERS INC. | 1,669.21 | | | | | | |
| | 03/16/26 | MVM- prof services | 1,669.21 | | | 5110 440330 | 357 | | 101000 |
| | | 0734 | | | | | | | |
| | | Total for Vendor: | 1,669.21 | | | | | | |
| 137940 | | 295 QUILL LLC | 238.43 | | | | | | |
| | 03/04/26 | TRMC- oper supplies | 238.43 | | | 5111 440310 | 229 | | 101000 |
| | | 04-2896127 | | | | | | | |
| | | Total for Vendor: | 238.43 | | | | | | |
| 137943 | | 5580 RICHARD C. STEM | 1,600.10 | | | | | | |
| | 03/19/26 | County Forester | 127.60 | | | 1000 460437 | 373 | | 101000 |
| | | 6 | | | | | | | |
| | 03/19/26 | County Forester | 1,472.50 | | | 1000 460437 | 398 | | 101000 |
| | | 6 | | | | | | | |
| | | Total for Vendor: | 1,600.10 | | | | | | |
| 137960 | | 926 ROBERT PECCIA & ASSOCIATES | 6,712.18 | | | | | | |
| | 03/11/26 | TB Airport | 6,712.18 | | | 2170 430321 | 357 | | 101000 |
| | | 24002_8 | | | | | | | |
| | | Total for Vendor: | 6,712.18 | | | | | | |
| 137942 | | 255 SHELLY BURKE | 42.49 | | | | | | |
| | 03/19/26 | Treasures Office Milage reimb | 42.49 | | | 1000 410510 | 373 | | 101000 |
| | | 58.6 miles | | | | | | | |
| | | Total for Vendor: | 42.49 | | | | | | |

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| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------------------------|-----------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| 137906 | | 1907 SHERIDAN AUTO PARTS INC. | 171.73 | | | | | | |
| | 02/25/26 | Courthouse Maintenance acct 42 | 139.99 | | | 1000 411230 | 366 | | 101000 |
| 278482 | acct 4277 | | | | | | | | |
| | 02/25/26 | Courthouse Maintenance | 31.74 | | | 1000 411230 | 366 | | 101000 |
| 279479 | acct 4277 | | | | | | | | |
| Total for Vendor: | | | 171.73 | | | | | | |
| 137899 | | 4209 SPIFFY BIFFY PORTABLE TOILETS, | 150.00 | | | | | | |
| | 03/10/26 | Maint porta potty | 150.00 | | | 1000 411230 | 229 | | 101000 |
| 6044 | | | | | | | | | |
| Total for Vendor: | | | 150.00 | | | | | | |
| 137939 | | 6036 STAPLES | 923.48 | | | | | | |
| | 03/11/26 | TRMC laundry HSp | 105.47 | | | 5111 440350 | 200 | | 101000 |
| 6058192514 | | | | | | | | | |
| | 03/11/26 | TRMC Dietary | 201.08 | | | 5111 440340 | 229 | | 101000 |
| 6058192515 | | | | | | | | | |
| | 03/11/26 | TRMC hsk | 230.94 | | | 5111 440350 | 200 | | 101000 |
| 6058192516 | | | | | | | | | |
| | 03/11/26 | TRMC Dietary | 201.87 | | | 5111 440340 | 229 | | 101000 |
| 6058192517 | | | | | | | | | |
| | 03/11/26 | TRMC Dietary | 47.49 | | | 5111 440340 | 229 | | 101000 |
| 6058192518 | | | | | | | | | |
| | 03/10/26 | TRMC hsk | 119.12 | | | 5111 440350 | 200 | | 101000 |
| 6058122985 | | | | | | | | | |
| | 03/04/26 | TRMC HSK | 17.51 | | | 5111 440350 | 200 | | 101000 |
| 6057699814 | | | | | | | | | |
| Total for Vendor: | | | 923.48 | | | | | | |
| 137892 | | 4720 STENDER'S BALDY MOUNTAIN | 27,986.73 | | | | | | |
| | 03/16/26 | sherrif bars on windows | 2,850.00 | | | 1000 410700 | 362 | | 101000 |
| Inv 583 | | | | | | | | | |
| | 03/16/26 | sherif storage unit remodel | 18,910.73 | | | 1000 410700 | 362 | | 101000 |
| INV 582 | | | | | | | | | |
| | 03/16/26 | airport office remodel | 6,226.00 | | | 1000 410700 | 362 | | 101000 |
| INV 581 | | | | | | | | | |
| Total for Vendor: | | | 27,986.73 | | | | | | |

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MADISON COUNTY
Claim Approval List
For the Accounting Period: 3/26

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Report ID: AP100V

* ... Over spent expenditure

| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------|----------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| 137938 | | 127 TOBACCO ROOT MOUNTAIN CARE | 95.39 | | | | | | |
| | 03/13/26 | Petty Cash Draw | 95.39 | | | 5111 440310 | 330 | | 101000 |
| | | Petty Cash | | | | | | | |
| | | Total for Vendor: | 95.39 | | | | | | |
| 137901 | | 3349 U.S. BANK | 1,404.15 | | | | | | |
| | 02/25/26 | TRMC- prof services | 325.86 | | | 5111 440320 | 357 | | 101000 |
| | | 4485594002918492 | | | | | | | |
| | 02/25/26 | TRMC US bank | 70.91 | | | 5111 440310 | 399 | | 101000 |
| | | 4485594002918492 | | | | | | | |
| | 02/25/26 | TRMC Us Bank | 373.68 | | | 5111 440330 | 229 | | 101000 |
| | | 4485591001491574 | | | | | | | |
| | 02/25/26 | TRMC US bank 1574 | 94.12 | | | 5111 440330 | 242 | | 101000 |
| | | 4485591001491574 | | | | | | | |
| | 02/25/26 | TRMC Us bank 1574 | 124.97 | | | 5111 440340 | 229 | | 101000 |
| | | 4485591001491574 | | | | | | | |
| | 02/25/26 | TRMC US Bank 1574 | 30.47 | | | 5111 440320 | 200 | | 101000 |
| | | 4485591001491574 | | | | | | | |
| | 02/25/26 | TRMC US bank 1574 | 54.16 | | | 5111 440370 | 229 | | 101000 |
| | | 4485591001491574 | | | | | | | |
| | 02/25/26 | TRMC US Bank 1574 | 53.98 | | | 5111 440350 | 200 | | 101000 |
| | | 4485591001491574 | | | | | | | |
| | 02/25/26 | TRMC US Bank 1574 | 276.00 | | | 5111 440350 | 270 | | 101000 |
| | | 4485591001491574 | | | | | | | |
| | | Total for Vendor: | 1,404.15 | | | | | | |
| 137969 | | 6700 Uniguest | 673.78 | | | | | | |
| | 03/15/26 | MVM Rec | 673.78 | | | 5110 440370 | 330 | | 101000 |
| | | INV-258970 | | | | | | | |
| | | Total for Vendor: | 673.78 | | | | | | |
| 137574 | | 5361 US. FOODS | 7,892.68 | | | | | | |
| | 02/26/26 | TRMC Food | 2,619.70 | | | 5111 440340 | 223 | | 101000 |
| | | 5094332 | | | | | | | |
| | | TRMC Food | 0.00 | | | 5111 440340 | 223 | | 101000 |
| | | 4935417 | | | | | | | |

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MADISON COUNTY
Claim Approval List
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* ... Over spent expenditure

| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|---------|----------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| 5280003 | 03/05/26 | TRMC food | 1,541.94 | | | 5111 440340 | 223 | | 101000 |
| 5280003 | 03/05/26 | TRMC other op supplies | 66.93 | | | 5111 440340 | 229 | | 101000 |
| 5347139 | 03/06/26 | TRMC food | 31.40 | | | 5111 440340 | 223 | | 101000 |
| 5395268 | 03/09/26 | TRMC food | 107.30 | | | 5111 440340 | 223 | | 101000 |
| 5433162 | 03/10/26 | TRMC food | 41.95 | | | 5111 440340 | 223 | | 101000 |
| 5546519 | 03/13/26 | TRMC food | 64.85 | | | 5111 440340 | 223 | | 101000 |
| 5477764 | 03/12/26 | TRMC food | 1,469.74 | | | 5111 440340 | 223 | | 101000 |
| 5477764 | 03/12/26 | TRMC food | 1,475.93 | | | 5111 440340 | 223 | | 101000 |
| 5546517 | 03/13/26 | TRMC food | 129.71 | | | 5111 440330 | 240 | | 101000 |
| 5505351 | 03/12/26 | TRMC food | 208.12 | | | 5111 440330 | 240 | | 101000 |
| 5280004 | 03/05/26 | TRMC food | 135.11* | | | 5111 440310 | 202 | | 101000 |
| | | Total for Vendor: | 7,892.68 | | | | | | |
| 137915 | | 5362 US. FOODS | 1,549.49 | | | | | | |
| 5477751 | 03/12/26 | MVM Food 1 | 1,497.05 | | | 5110 440340 | 223 | | 101000 |
| 5477751 | 03/12/26 | MVM opererating | 52.44* | | | 5110 440340 | 229 | | 101000 |
| | | Total for Vendor: | 1,549.49 | | | | | | |
| 137910 | | 3782 VC CAFE | 1,552.00 | | | | | | |
| | 03/13/26 | Senior Meals | 1,552.00 | | | 2280 450310 | 398 | | 101000 |
| | | Total for Vendor: | 1,552.00 | | | | | | |

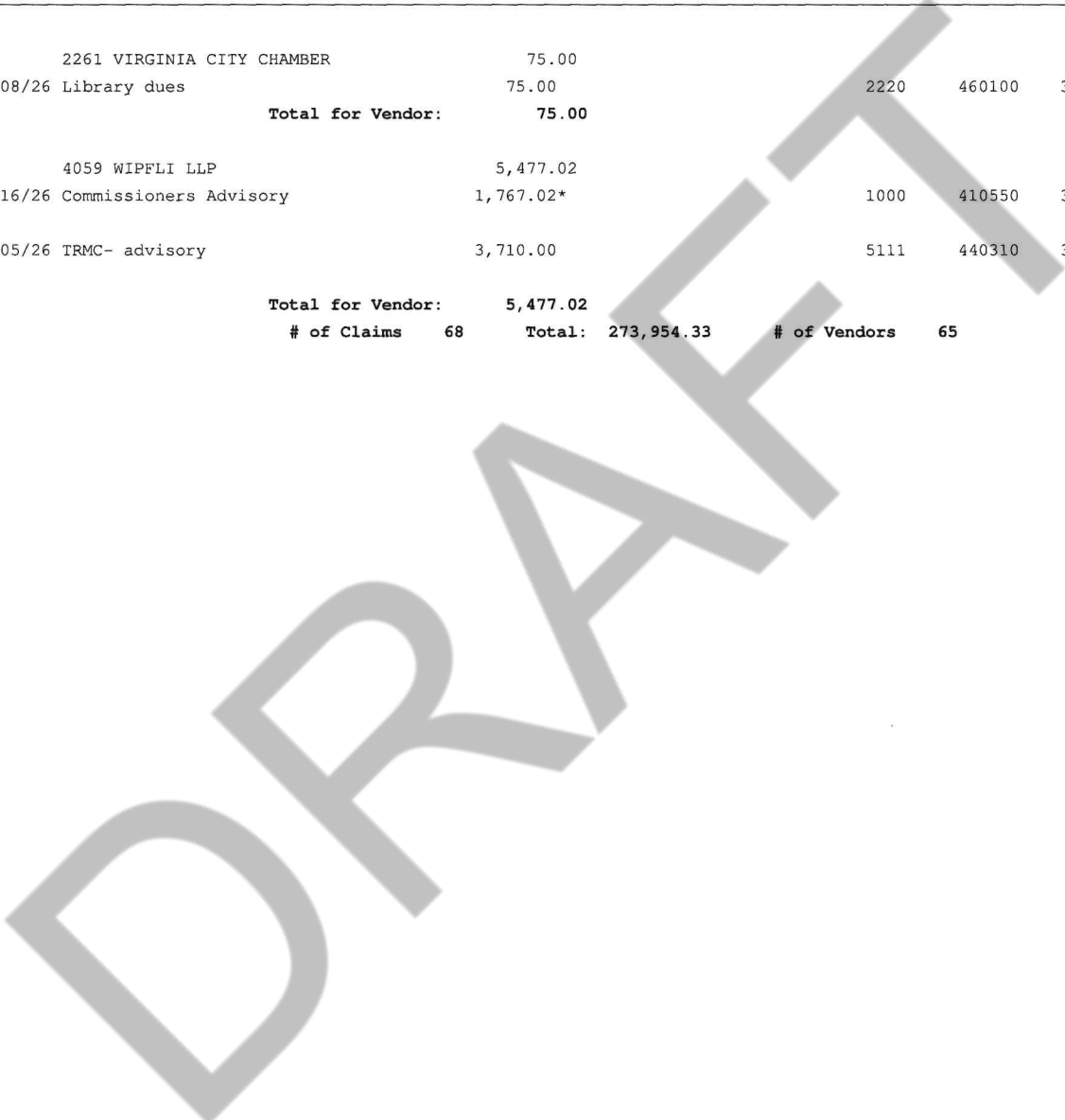
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MADISON COUNTY
Claim Approval List
For the Accounting Period: 3/26

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Report ID: AP100V

* ... Over spent expenditure

| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|---------|----------|--|-------------------------|---------------|-------------------|---------------------|-----------|------|-----------------|
| 137891 | | 2261 VIRGINIA CITY CHAMBER | 75.00 | | | | | | |
| | 03/08/26 | Library dues | 75.00 | | | 2220 460100 | 330 | | 101000 |
| | | Total for Vendor: | 75.00 | | | | | | |
| 137909 | | 4059 WIPFLI LLP | 5,477.02 | | | | | | |
| | 03/16/26 | Commissioners Advisory | 1,767.02* | | | 1000 410550 | 380 | | 101000 |
| 3197913 | | | | | | | | | |
| | 03/05/26 | TRMC- advisory | 3,710.00 | | | 5111 440310 | 357 | | 101000 |
| 3191929 | | | | | | | | | |
| | | Total for Vendor: | 5,477.02 | | | | | | |
| | | # of Claims | 68 | Total: | 273,954.33 | # of Vendors | 65 | | |

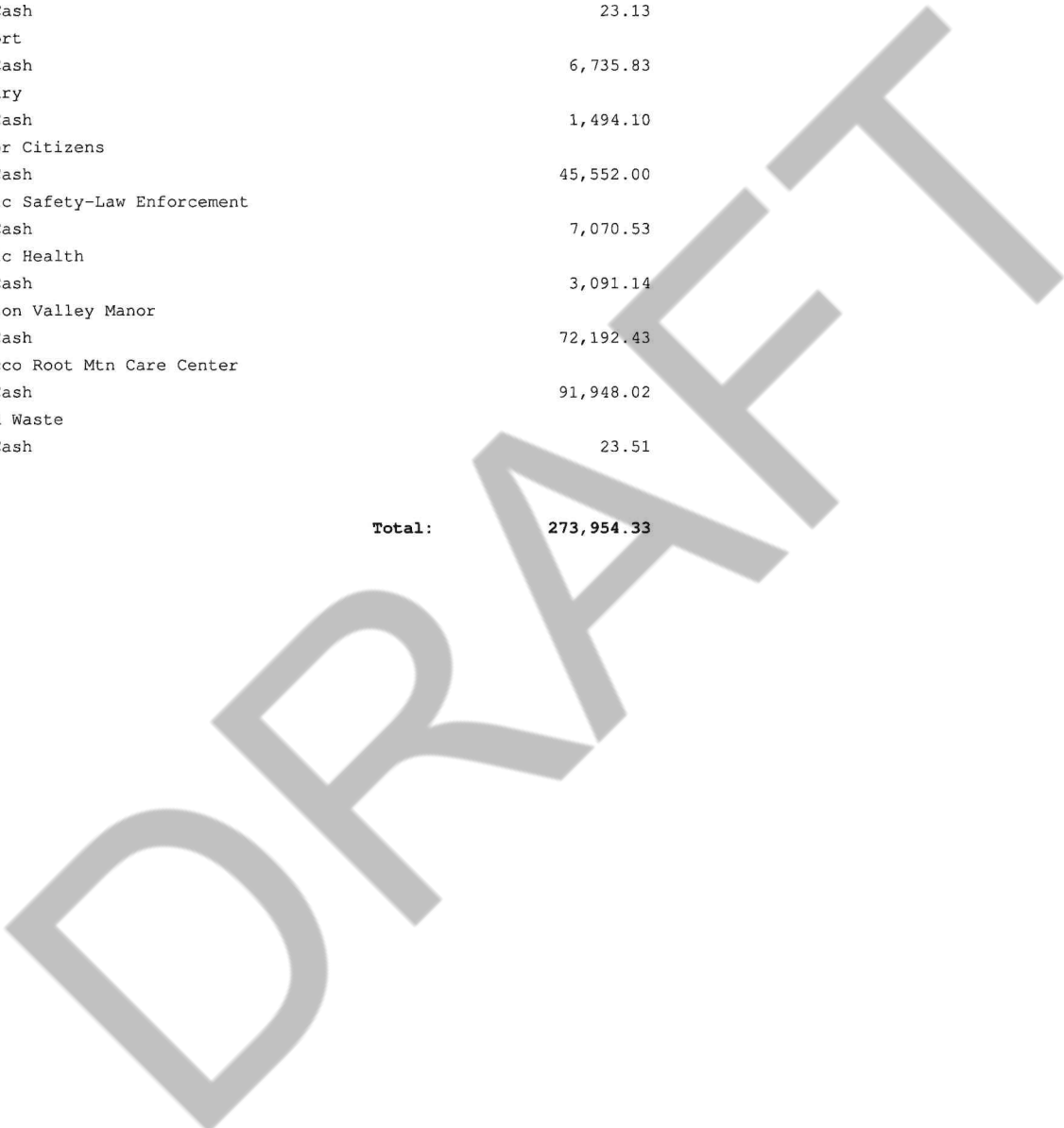


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MADISON COUNTY
Fund Summary for Claims
For the Accounting Period: 3/26

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| Fund/Account | Amount |
|------------------------------------|-------------------|
| 1000 General | |
| 101000 Cash | 45,823.64 |
| 2110 Road | |
| 101000 Cash | 23.13 |
| 2170 Airport | |
| 101000 Cash | 6,735.83 |
| 2220 Library | |
| 101000 Cash | 1,494.10 |
| 2280 Senior Citizens | |
| 101000 Cash | 45,552.00 |
| 2300 Public Safety-Law Enforcement | |
| 101000 Cash | 7,070.53 |
| 2973 Public Health | |
| 101000 Cash | 3,091.14 |
| 5110 Madison Valley Manor | |
| 101000 Cash | 72,192.43 |
| 5111 Tobacco Root Mtn Care Center | |
| 101000 Cash | 91,948.02 |
| 5410 Solid Waste | |
| 101000 Cash | 23.51 |
| Total: | 273,954.33 |



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MADISON COUNTY
Claim Approval Signature Page
For the Accounting Period: 3 / 26

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MADISON COUNTY
Claim Approval List
For the Accounting Period: 3/26

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Report ID: AP100V

* ... Over spent expenditure

| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------|----------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| 137994 | | 963 A & M FIRE AND SAFETY, INC | 33.00 | | | | | | |
| | 03/12/26 | RD 2 PROF SERVICES | 33.00 | | | 2110 430202 | 357 | | 101000 |
| | | INV 262507 | | | | | | | |
| | | Total for Vendor: | 33.00 | | | | | | |
| 137981 | | 5640 CULLIGAN OF BUTTE | 513.30 | | | | | | |
| | 02/28/26 | Admin Building | 168.00 | | | 1000 411230 | 229 | | 101000 |
| | | see remit slips | | | | | | | |
| | 02/28/26 | Communications | 79.00 | | | 2300 420601 | 229 | | 101000 |
| | 02/28/26 | Courthouse | 34.00 | | | 1000 411230 | 229 | | 101000 |
| | 02/28/26 | DES | 12.00 | | | 1000 420600 | 229 | | 101000 |
| | 02/28/26 | Library | 37.00 | | | 2220 460100 | 229 | | 101000 |
| | 02/28/26 | Planning | 46.00 | | | 2250 470210 | 229 | | 101000 |
| | 02/28/26 | Road 1 | 17.00* | | | 2110 430201 | 229 | | 101000 |
| | 02/28/26 | Road 3 | 17.00 | | | 2110 430203 | 229 | | 101000 |
| | 02/28/26 | Sheriff | 34.80 | | | 2300 420110 | 229 | | 101000 |
| | 02/28/26 | Solid Waste | 31.50* | | | 5410 430840 | 229 | | 101000 |
| | 02/28/26 | Public Health | 25.00* | | | 2973 440100 | 229 | | 101000 |
| | 02/26/26 | Weed | 12.00 | | | 2140 431100 | 229 | | 101000 |
| | | Total for Vendor: | 513.30 | | | | | | |
| 137976 | | 3368 DARLENE TUSSING | 14.50 | | | | | | |
| | 03/15/26 | milage reimb | 14.50 | | | 2250 470260 | 373 | | 101000 |
| | | should have been 40 mil | | | | | | | |
| | | Total for Vendor: | 14.50 | | | | | | |
| 137991 | | 174 GENERAL DISTRIBUTING CO | 20.20 | | | | | | |
| | 03/02/26 | RD 2 | 20.20* | | | 2110 430202 | 229 | | 101000 |
| | | inv 1613633 | | | | | | | |
| | | Total for Vendor: | 20.20 | | | | | | |
| 137990 | | 1665 JOHN DEERE FINANCIAL | 402.14 | | | | | | |
| | 03/03/26 | RD 2 MACH MAINT | 402.14 | | | 2110 430202 | 362 | | 101000 |
| | | inv 1298935 | | | | | | | |
| | | Total for Vendor: | 402.14 | | | | | | |

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MADISON COUNTY
Claim Approval List
For the Accounting Period: 3/26

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* ... Over spent expenditure

| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|--------|-------------------------|--|-------------------------|---------|------|---------------|--------|------|-----------------|
| 137993 | | 6514 KOLAR TIRE & AUTO | 145.00 | | | | | | |
| | 03/16/26 | RD 2 TIRES | 145.00 | | | 2110 430202 | 239 | | 101000 |
| | inv | 32655 | | | | | | | |
| | | Total for Vendor: | 145.00 | | | | | | |
| 137975 | | 6316 KRONOS SAASHR, INC | 32.80 | | | | | | |
| | 03/08/26 | UKG cont # 00466096 | 32.80 | | | 1000 411235 | 357 | | 101000 |
| | I10080047625 | | | | | | | | |
| | | Total for Vendor: | 32.80 | | | | | | |
| 137992 | | 2213 MAIN STREET MARKET | 68.34 | | | | | | |
| | -01/01/26 | RD 2 OPER SUPPLIES | 68.34* | | | 2110 430202 | 229 | | 101000 |
| | | Total for Vendor: | 68.34 | | | | | | |
| 137974 | | 287 MCLEOD MERCANTILE | 8,049.36 | | | | | | |
| | RDI 2820-430241-231 | | | | | | | | |
| | 03/09/26 | RD1 | 8,049.36 | | | 2820 430241 | 231 | | 101000 |
| | SEE ATTACHED REMIT | | | | | | | | |
| | | Total for Vendor: | 8,049.36 | | | | | | |
| 137986 | | 6487 NEXUS CPA GROUP | 6,950.00 | | | | | | |
| | 03/18/26 | TAX PREP | 6,950.00 | | | 1000 410532 | 353 | | 101000 |
| | 552 | | | | | | | | |
| | | Total for Vendor: | 6,950.00 | | | | | | |
| 137973 | | 1503 NORTHWESTERN ENERGY | 639.54 | | | | | | |
| | 03/04/26 | RD 1 acct 1717021-8 | 139.36 | | | 2110 430201 | 349 | | 101000 |
| | 03/04/26 | rd 1 acct 0637309-6 | 125.46 | | | 2110 430201 | 349 | | 101000 |
| | 03/04/26 | RD 1 acct 0815525-1 | 12.49 | | | 2110 430201 | 349 | | 101000 |
| | 03/20/26 | RD 1 acct 1322322-7 | 362.23 | | | 2110 430201 | 349 | | 101000 |
| | | Total for Vendor: | 639.54 | | | | | | |
| 137971 | 150251M | 4728 PROFESSIONAL TRAVELERS INC. | 5,580.07 | | | | | | |
| | MVM - STAFFING - OLIVER | | | | | | | | |
| | 02/17/26 | MVM - INVOICE#0731 | 4,833.02 | | | 5110 440330 | 357 | | 101000 |
| | 0731 | | | | | | | | |

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MADISON COUNTY
Claim Approval List
For the Accounting Period: 3/26

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Report ID: AP100V

* ... Over spent expenditure

| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|----------|----------|---|-------------------------|---------|------|---------------|--------|------|-----------------|
| 0731 | 02/01/26 | MVM - INVOICE#0731 | 747.05* | | | 5110 440330 | 531 | | 101000 |
| | | Total for Vendor: | 5,580.07 | | | | | | |
| | | *** Claim from another period (2/26) **** | | | | | | | |
| 137545 | 02/18/26 | 1322 ROCKY MOUNTAIN SUPPLY INC rd 2 gas, diesel, fuel | 3,368.40 3,368.40 | | | 2110 430202 | 231 | | 101000 |
| 21247 | | Total for Vendor: | 3,368.40 | | | | | | |
| 137972 | 03/01/26 | 1907 SHERIDAN AUTO PARTS INC. TB Road | 81.27 81.27 | | | 2110 430202 | 362 | | 101000 |
| Acct 106 | | Total for Vendor: | 81.27 | | | | | | |
| 137979 | 03/02/26 | 4638 TERRY'S CLEANING SERVICE RV SAR RVSAR cleaning | 765.00 765.00* | | | 2382 420472 | 357 | | 101000 |
| INV 0060 | | Total for Vendor: | 765.00 | | | | | | |
| 137982 | 03/01/26 | 3597 THREE RIVERS COMMUNICATIONS Courthouse | 2,535.78 1,350.50 | | | 1000 411230 | 345 | | 101000 |
| | 03/01/26 | Ennis Airport | 96.60 | | | 2170 430320 | 345 | | 101000 |
| | 03/01/26 | Road | 281.30 | | | 2110 430200 | 345 | | 101000 |
| | 03/01/26 | RD 2 | 92.28 | | | 2170 430321 | 345 | | 101000 |
| | 03/01/26 | Fair | 185.00 | | | 2160 460240 | 345 | | 101000 |
| | 03/01/26 | Weed | 55.94 | | | 2140 431100 | 345 | | 101000 |
| | 03/01/26 | Communications | 45.89* | | | 2300 420601 | 345 | | 101000 |
| | 03/01/26 | Sheriff | 117.44 | | | 2300 420110 | 345 | | 101000 |
| | 03/01/26 | Public Heath | 164.94 | | | 2973 440100 | 345 | | 101000 |
| | 03/01/26 | 911 Emergency | 45.89 | | | 2850 420160 | 345 | | 101000 |
| | 03/01/26 | Commissoners Mason H0use | 100.00* | | | 1000 410100 | 345 | | 101000 |
| | | Total for Vendor: | 2,535.78 | | | | | | |

* ... Over spent expenditure

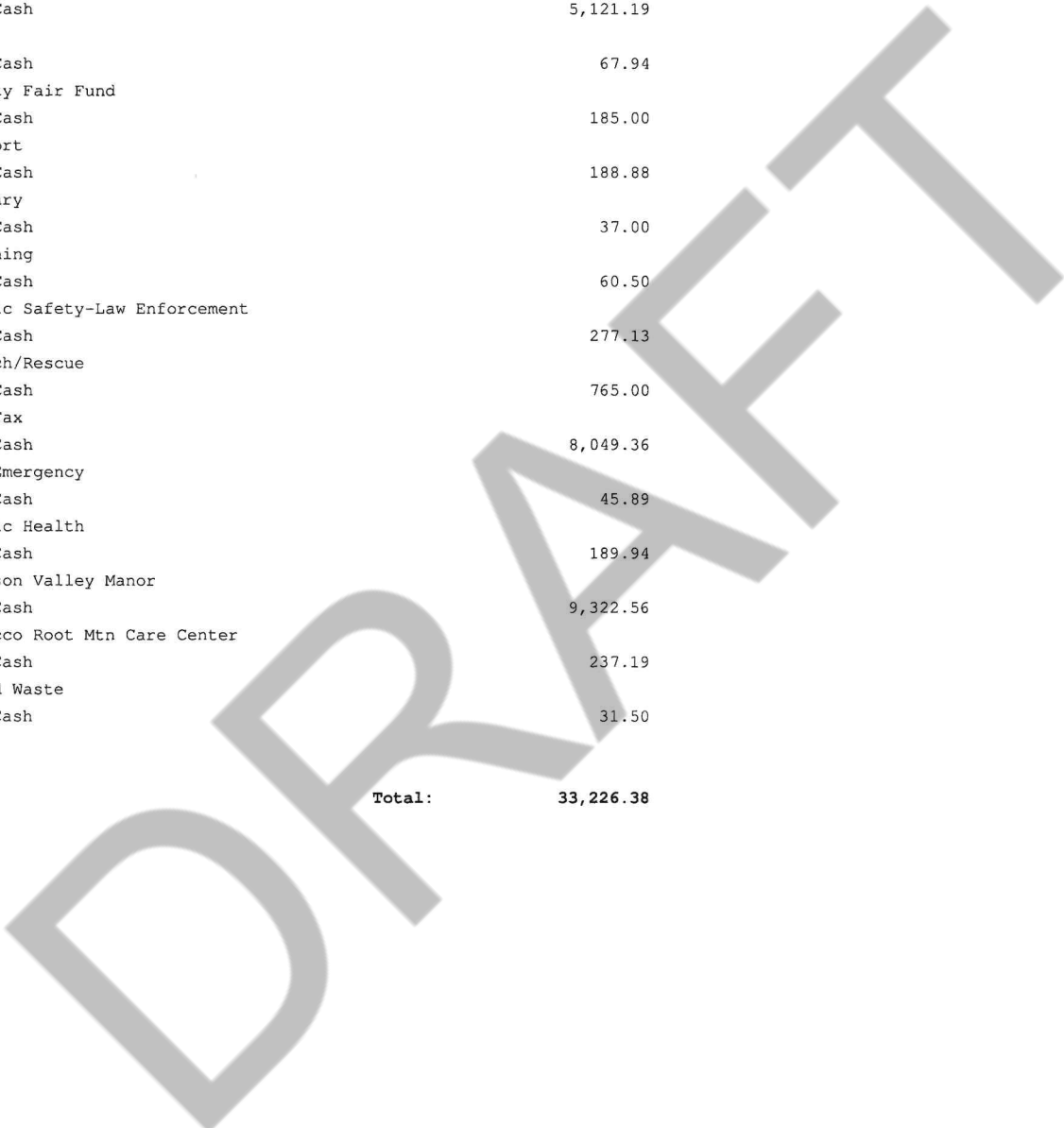
| Claim/ | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object | Proj | Cash Account |
|----------------|----------|--|-------------------------|---------------|------------------|---------------------|-----------|------|-----------------|
| 137988 | | 3349 U.S. BANK | 3,742.49 | | | | | | |
| | 02/28/26 | MVM pubs/subs | 49.99 | | | 5110 440310 | 330 | | 101000 |
| | 02/28/26 | MVM Supplies | 331.30* | | | 5110 440320 | 229 | | 101000 |
| | 02/28/26 | MVM Postage | 49.04 | | | 5110 440310 | 311 | | 101000 |
| | 02/28/26 | MVM Med Ancilaries | 238.34 | | | 5110 440330 | 232 | | 101000 |
| | 02/28/26 | MVM dietary | 270.85* | | | 5110 440330 | 223 | | 101000 |
| | 02/28/26 | MVM office supplies | 191.70* | | | 5110 440310 | 214 | | 101000 |
| | 02/28/26 | mvm buliding maint | 744.82 | | | 5110 440320 | 366 | | 101000 |
| | 02/28/26 | MVM UTILTIY | 533.33 | | | 5110 440320 | 349 | | 101000 |
| | 02/28/26 | MVM OTHER SUPPLIES | 76.97* | | | 5110 440340 | 229 | | 101000 |
| | 02/28/26 | MVM SUPPLIES | 35.89 | | | 5110 440350 | 200 | | 101000 |
| | 02/28/26 | MVM SCHOOLING | 185.00 | | | 5110 440370 | 381 | | 101000 |
| | 02/28/26 | MVM FOOD | 148.72 | | | 5110 440370 | 223 | | 101000 |
| | 02/28/26 | MVM OTHER OPER | 156.54 | | | 5110 440370 | 229 | | 101000 |
| | 02/28/26 | MVM ACT SUPPLIES | 730.00 | | | 5110 440370 | 330 | | 101000 |
| | | Total for Vendor: | 3,742.49 | | | | | | |
| 137984 | | 539 VIGILANTE ELECTRIC COOP | 48.00 | | | | | | |
| | 03/05/26 | Lasich Gravel Pit | 48.00 | | | 2110 430202 | 349 | | 101000 |
| | | Total for Vendor: | 48.00 | | | | | | |
| 137985 | | 10 WALTER'S ACE HARDWARE | 237.19 | | | | | | |
| | 03/12/26 | TRMC supplies | 41.96 | | | 5111 440320 | 200 | | 101000 |
| 147203 | | | | | | | | | |
| | 03/12/26 | TRMC op supplies | 22.99 | | | 5111 440330 | 229 | | 101000 |
| 147203 | | | | | | | | | |
| | 02/19/26 | TRMC build maint | 104.50 | | | 5111 440320 | 364 | | 101000 |
| 147090, 147093 | | | | | | | | | |
| | 03/02/26 | TRMC supplies | 35.75 | | | 5111 440320 | 200 | | 101000 |
| 147148 | | | | | | | | | |
| | 03/06/26 | TRMC op supplies | 31.99 | | | 5111 440370 | 229 | | 101000 |
| 147174 | | | | | | | | | |
| | | Total for Vendor: | 237.19 | | | | | | |
| | | # of Claims | 19 | Total: | 33,226.38 | # of Vendors | 18 | | |

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MADISON COUNTY
Fund Summary for Claims
For the Accounting Period: 3/26

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| Fund/Account | Amount |
|------------------------------------|------------------|
| 1000 General | |
| 101000 Cash | 8,647.30 |
| 2110 Road | |
| 101000 Cash | 5,121.19 |
| 2140 Weed | |
| 101000 Cash | 67.94 |
| 2160 County Fair Fund | |
| 101000 Cash | 185.00 |
| 2170 Airport | |
| 101000 Cash | 188.88 |
| 2220 Library | |
| 101000 Cash | 37.00 |
| 2250 Planning | |
| 101000 Cash | 60.50 |
| 2300 Public Safety-Law Enforcement | |
| 101000 Cash | 277.13 |
| 2382 Search/Rescue | |
| 101000 Cash | 765.00 |
| 2820 Gas Tax | |
| 101000 Cash | 8,049.36 |
| 2850 911 Emergency | |
| 101000 Cash | 45.89 |
| 2973 Public Health | |
| 101000 Cash | 189.94 |
| 5110 Madison Valley Manor | |
| 101000 Cash | 9,322.56 |
| 5111 Tobacco Root Mtn Care Center | |
| 101000 Cash | 237.19 |
| 5410 Solid Waste | |
| 101000 Cash | 31.50 |
| Total: | 33,226.38 |



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Contractor's Application for Payment

| | |
|--|--|
| Owner: <u>Madison County</u> | Owner's Project No.: _____ |
| Engineer: <u>Great West Engineering</u> | Engineer's Project No.: <u>1-21175-TO28</u> |
| Contractor: <u>Williams Civil Construction</u> | Contractor's Project No.: <u>2545</u> |
| Project: <u>Madison County - Madison Street - TRMCC ADA Improvements</u> | |
| Contract: _____ | |
| Application No.: <u>04</u> | Application Date: <u>2/27/2026</u> |
| Application Period: From <u>1/28/2026</u> to <u>2/27/2026</u> | |


| | |
|--|---------------|
| 1. Original Contract Price | \$ 739,485.00 |
| 2. Net change by Change Orders | \$ 91,381.64 |
| 3. Current Contract Price (Line 1 + Line 2) | \$ 830,866.64 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ 495,019.10 |
| 5. Retainage | |
| a. <u>5%</u> X \$ 495,019.10 Work Completed | \$ 24,750.96 |
| b. <u>5%</u> X \$ - Stored Materials | \$ - |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ 24,750.96 |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ 470,268.15 |
| 7. Less previous payments (Line 6 from prior application) | \$ 440,441.47 |
| 8. Gross Amount due this application | \$ 29,826.68 |
| 9. 1% MT Gross Receipts Tax (1% x Line 8) | \$ 298.27 |
| 10. Unscheduled Employment of the Engineer | \$ - |
| 11. Current Payment Due (less MT GRT) | \$ 29,528.41 |
| 12. Balance to finish, including retainage (Line 3 - Line 4) | \$ 335,847.54 |


Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: WILLIAMS CIVIL CONSTRUCTION - DEREK DEJONG

Signature:  **Date:** 2/27/26

| | |
|---|--------------------------|
| Recommended by Engineer | Approved by Owner |
| By: <u></u> | By: _____ |
| Title: <u>Project Manager</u> | Title: _____ |
| Date: <u>3-12-26</u> | Date: _____ |
| Approved by Funding Agency | |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Progress Estimate - Unit Price Work

Contractor's Application for Payment

| | | |
|--|----------------------------------|--------------|
| Owner: Madison County | Owner's Project No.: | |
| Engineer: Great West Engineering | Engineer's Project No.: | 1-21175-TO28 |
| Contractor: Williams Civil Construction | Contractor's Project No.: | 2545 |
| Project: Madison County - Madison Street - TRMCC ADA Improvements | | |
| Contract: | | |

Application No.: 04 Application Period: From 01/28/26 to 02/27/26 Application Date: 02/27/26

| A Bid Item No. | B Description | C Item Quantity | D Units | E Contract Information | | G Work Completed | | I Materials Currently Stored (not in G) (\$) | J Work Completed and Materials Stored to Date (H + I) (\$) | K % of Value of Item (J / F) (%) | L Balance to Finish (F - J) (\$) |
|--------------------------|--|--------------------|------------|---------------------------------|--|--|--|--|--|--|--|
| | | | | F Unit Price (\$) | F Value of Bid Item (C X E) (\$) | G Estimated Quantity Incorporated in the Work | H Value of Work Completed to Date (E X G) (\$) | | | | |
| Original Contract | | | | | | | | | | | |
| 101 | Mobilization | 1.00 | LS | 13,430.00 | 13,430.00 | 1.00 | 13,430.00 | | 13,430.00 | 100% | - |
| 102 | Construction Staking | 1.00 | LS | 8,000.00 | 8,000.00 | 1.00 | 8,000.00 | | 8,000.00 | 100% | - |
| 103 | Site Demolition | 1.00 | LS | 10,000.00 | 10,000.00 | 1.00 | 10,000.00 | | 10,000.00 | 100% | - |
| 104 | Unclassified Excavation & Embankment | 1.00 | LS | 5,755.00 | 5,755.00 | 1.00 | 5,755.00 | | 5,755.00 | 100% | - |
| 105 | Reinforced Concrete ADA Ramps | 75.00 | SY | 300.00 | 22,500.00 | 75.00 | 22,500.00 | | 22,500.00 | 100% | - |
| 106 | Pedestrian Rail | 260.00 | LF | 220.00 | 57,200.00 | 260.00 | 57,200.00 | | 57,200.00 | 100% | - |
| 107 | New Door w/ ADA Hardware | 3.00 | EA | 5,800.00 | 17,400.00 | 3.00 | 17,400.00 | | 17,400.00 | 100% | - |
| 108 | New Electrical Access Control for New Door | 3.00 | EA | 700.00 | 2,100.00 | 3.00 | 2,100.00 | | 2,100.00 | 100% | - |
| 201 | Mobilization | 1.00 | LS | 48,100.00 | 48,100.00 | 0.50 | 24,050.00 | | 24,050.00 | 50% | 24,050.00 |
| 202 | Construction Staking | 1.00 | LS | 14,519.00 | 14,519.00 | 0.50 | 7,259.50 | | 7,259.50 | 50% | 7,259.50 |
| 203 | Site Demolition | 1.00 | LS | 15,771.00 | 15,771.00 | 1.00 | 15,771.00 | | 15,771.00 | 100% | - |
| 204 | Unclassified Excavation & Embankment | 1.00 | LS | 36,300.00 | 36,300.00 | 1.00 | 36,300.00 | | 36,300.00 | 100% | - |
| 205 | 12" SDR 35 PVC Storm Sewer | 157.00 | LF | 65.00 | 10,205.00 | 157.00 | 10,205.00 | | 10,205.00 | 100% | - |
| 206 | 15" SDR 35 PVC Storm Sewer | 86.00 | LF | 115.00 | 9,890.00 | 86.00 | 9,890.00 | | 9,890.00 | 100% | - |
| 207 | 48" Manhole | 2.00 | EA | 7,000.00 | 14,000.00 | 2.00 | 14,000.00 | | 14,000.00 | 100% | - |
| 208 | Type II Curb Inlet w/ Concrete Apron | 4.00 | EA | 6,000.00 | 24,000.00 | 4.00 | 24,000.00 | | 24,000.00 | 100% | - |
| 209 | Stormtech SC-800 Infiltration Chambers | 1.00 | LS | 33,000.00 | 33,000.00 | 1.00 | 33,000.00 | | 33,000.00 | 100% | - |
| 210 | Water Main Crossing | 2.00 | EA | 6,100.00 | 12,200.00 | 2.00 | 12,200.00 | | 12,200.00 | 100% | - |
| 211 | Concrete Curb & Gutter | 645.00 | LF | 55.00 | 35,475.00 | - | - | | - | 0% | 35,475.00 |
| 212 | 4" Concrete Surfacing | 344.00 | SY | 115.00 | 39,560.00 | - | - | | - | 0% | 39,560.00 |
| 213 | 6" Concrete Surfacing | 31.00 | SY | 125.00 | 3,875.00 | - | - | | - | 0% | 3,875.00 |
| 214 | Asphalt Pavement | 2,837.00 | SY | 65.00 | 184,405.00 | 1,419.00 | 92,235.00 | | 92,235.00 | 50% | 92,170.00 |
| 301 | Mobilization | 1.00 | LS | 2,100.00 | 2,100.00 | - | - | | - | 0% | 2,100.00 |
| 302 | Signing/Striping | 1.00 | LS | 19,800.00 | 19,800.00 | - | - | | - | 0% | 19,800.00 |
| 401 | Mobilization | 1.00 | LS | 2,800.00 | 2,800.00 | - | - | | - | 0% | 2,800.00 |
| 402 | New Light Poles/Electrical Service | 3.00 | EA | 25,200.00 | 75,600.00 | - | - | | - | 0% | 75,600.00 |
| 501 | Mobilization | 1.00 | LS | 2,150.00 | 2,150.00 | - | - | | - | 0% | 2,150.00 |
| 502 | Unclassified Excavation & Embankment | 1.00 | LS | 6,590.00 | 6,590.00 | - | - | | - | 0% | 6,590.00 |
| 503 | 4" Concrete Surfacing | 40.00 | SY | 190.00 | 7,600.00 | - | - | | - | 0% | 7,600.00 |
| 504 | Pedestrian Rail | 24.00 | LF | 215.00 | 5,160.00 | - | - | | - | 0% | 5,160.00 |
| | | | | Original Contract Totals | \$ 739,485.00 | | \$ 415,295.50 | \$ - | \$ 415,295.50 | 56% | \$ 324,189.50 |

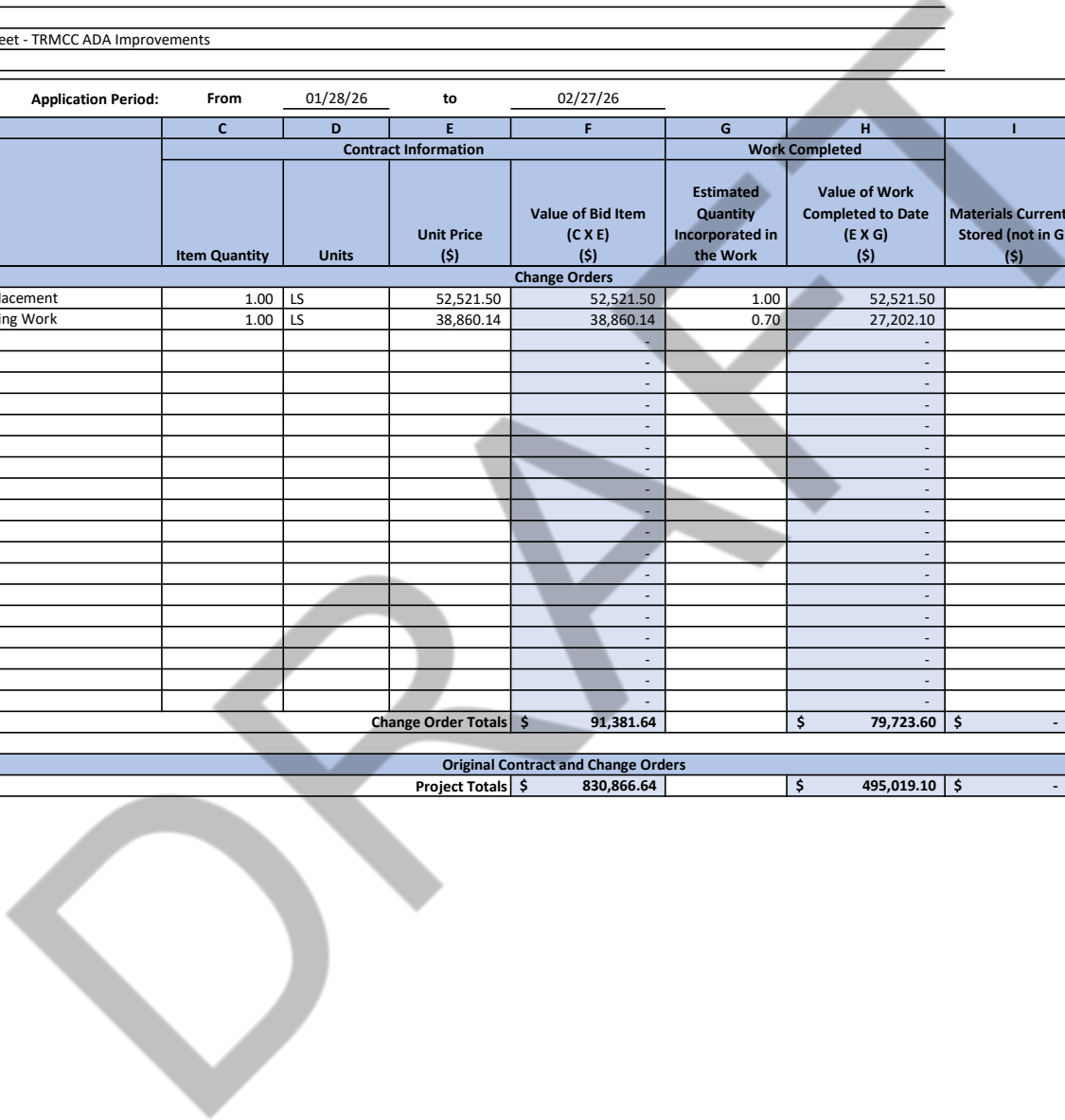
Progress Estimate - Unit Price Work

Contractor's Application for Payment

| | | | |
|--------------------|--|----------------------------------|--------------|
| Owner: | Madison County | Owner's Project No.: | |
| Engineer: | Great West Engineering | Engineer's Project No.: | 1-21175-TO28 |
| Contractor: | Williams Civil Construction | Contractor's Project No.: | 2545 |
| Project: | Madison County - Madison Street - TRMCC ADA Improvements | | |
| Contract: | | | |

Application No.: 04 Application Period: From 01/28/26 to 02/27/26 Application Date: 02/27/26

| A Bid Item No. | B Description | C Contract Information | | | | D Work Completed | | I Materials Currently Stored (not in G) (\$) | J Work Completed and Materials Stored to Date (H + I) (\$) | K % of Value of Item (J / F) (%) | L Balance to Finish (F - J) (\$) |
|--|--|---------------------------|------------|----------------------------|-------------------------------------|--|---|---|---|-------------------------------------|-------------------------------------|
| | | E Item Quantity | F Units | G Unit Price (\$) | H Value of Bid Item (C X E) (\$) | G Estimated Quantity Incorporated in the Work | H Value of Work Completed to Date (E X G) (\$) | | | | |
| Change Orders | | | | | | | | | | | |
| CO 01 | ADA Hardware Changes & Culvert Replacement | 1.00 | LS | 52,521.50 | 52,521.50 | 1.00 | 52,521.50 | | 52,521.50 | 100% | - |
| CO 02 | Storm Drain Changes & Additional Paving Work | 1.00 | LS | 38,860.14 | 38,860.14 | 0.70 | 27,202.10 | | 27,202.10 | 70% | 11,658.04 |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |
| | | | | Change Order Totals | \$ | 91,381.64 | | \$ | 79,723.60 | \$ | - |
| | | | | | | | | \$ | 79,723.60 | 87% | \$ 11,658.04 |
| Original Contract and Change Orders | | | | | | | | | | | |
| | | | | Project Totals | \$ | 830,866.64 | | \$ | 495,019.10 | \$ | - |
| | | | | | | | | \$ | 495,019.10 | 60% | \$ 335,847.54 |



MADISON COUNTY PLANNING DEPARTMENT**Memorandum**

To: Madison County Commissioners
From: Cody Marxer, Planning Director
Date: March 19, 2026

Subject: SIA Request for Extension – Moonlight Basin Lee’s Pool Phase I (One & Only) Subdivision

History

- April 20, 2021 - Subdivision Improvements Agreement (SIA) for Lees’ Pool Phase I Subdivision (Lee’s Pool Subdivision PUD) signed by Madison County. Backed by bond number 1001130668 in the amount of \$9,042,166.88.
- May 9, 2023 – Partial release of \$6,583,351.69 from bond number 1001130668 approved, leaving \$2,458,815.19 as the remaining bond amount.
- August 14, 2024 – Site inspection was conducted; Involved improvements appear to be completed and in working order.
- August 27, 2024 – Partial release of 1,275,498.00 of bond number 1001130668 approved, leaving \$1,183,317.19 remaining.
- March 18, 2025 – Extension of remaining SIA of bond number 1001130668 approved through December 31, 2025.

Request

This request is for the granting of an extension for the completion of subdivision improvements. Although a timeline for completion of improvements was not specified by Madison County within the subdivision approval, Exhibit A of the Subdivision Improvements Agreement (Section 6(a)), drafted by the developer, states that the improvements should be completed within two years from the date of the original SIA approval, unless an extension is granted. The request is to extend the SIA, backed by bond number 1001130668, through December 31, 2027.

Recommendation:

It is recommended that the Madison County Board of Commissioners:

- a. Grant the extension of the Moonlight Basin Lee’s Pool Phase I (One & Only) Subdivision SIA, backed by bond number 1001130668.

Submitted by:



Cody Marxer
Madison County Planning Director



March 12, 2026

Madison County Planning and Madison County Commissioners
Virginia City, MT 59755

Sent via email to Madison County Planning with hard copy to follow

Re: Moonlight Basin – Lee’s Pool Phase 1 (LP1) and Lee’s Pool Phase 2 (LP2) Subdivisions (One&Only), Subdivision Improvements Agreement (SIA): Request for Extensions

Dear Madison County Planning:

Per Section 6(a) of the respective Subdivision Improvements Agreements (SIAs); the subdivision improvements agreements is valid for two years after final plat approval; unless an extension is granted. Although this is not a County requirement, the final plat approval does reference the actual SIA, so we believe we should be consistent with the SIA. We are requesting that the Madison County Commissioners grant extensions for each of these SIAs, as described below. The recorded SIAs are attached.

Lee’s Pool 1 Subdivision: The final plat for Lee’s Pool 1 Subdivision was approved on April 20, 2021. Our previous request to extend this SIA, backed by bond number 1001130668, through December 31, 2025; was granted by the Commissioners in March 2025. However, we should have requested a longer extension. We expect to submit a full release request before the end of this year (2026), as the improvements were completed in 2025 and a 90% release was approved on December 9, 2025. *We are requesting an extension of this SIA, backed by bond number 1001130668 to be extended through December 31, 2026.*

Lee’s Pool 2 Subdivision: The final plat for the Lee’s Pool 2 Subdivision was approved on October 24, 2023. A partial SIA release was approved on August 27, 2024, which authorized a bond release of approximately 48.5% with \$596,441.40 remaining. *We are requesting an extension of this SIA, backed by bond number 1001130692 to be extended through December 31, 2027.*

It might be helpful to note that when the Moonlight Basin West Subdivision SIA was submitted and ultimately approved in June of 2025, we made sure the SIA “expiration” was more in line with specific expectations (six years after final plat approval). If you have any questions or require further clarification, please contact me directly. Thank you for your efforts on this request.

Sincerely,

Planning and Entitlement Manager

Enclosures: Recorded SIAs for Lee’s Pool 1 and Lee’s Pool 2 Subdivisions

After Recording Return To:
Crowley Fleck PLLP
Attn: Nate Good
PO Box 10969
Bozeman, MT 59719

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
LEE'S POOL SUBDIVISION P.U.D.**

THIS SUBDIVISION IMPROVEMENTS AGREEMENT FOR LEE'S POOL SUBDIVISION P.U.D. (the "Agreement") is made by and between MB Hotel Owner LLC ("Moonlight"), a Montana limited liability company, of P.O. Box 160040, Big Sky, MT 59716, and Madison County (the "County"), with an address for purposes of this Agreement of P.O. Box 278, Virginia City, MT 59755.

RECITALS

A. Moonlight is the developer of the Lee's Pool Subdivision P.U.D. (the "Subdivision"), a proposed platted subdivision in Madison County, Montana. The Subdivision is within the Moonlight Basin Community development, a recreational and residential development consisting of private land, various lodging accommodations, administration buildings, ski and golf resort facilities, and other facilities related to the development.

B. As part of its process for improving the Subdivision, the County requires that Moonlight enter into this Agreement. The purpose of this Agreement is to protect the County. The parties do not intend this Agreement to benefit contractors, suppliers, laborers or others who provide work, services or materials to the Subdivision or for the benefit of purchasers or lot or condominium unit owners within the Subdivision.

C. The mutual promises, covenants and obligations contained in this Agreement are authorized by Montana law and the County's subdivision regulations.

TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

1. **Terminology.** For purposes of this Agreement, the term “Subdivision” refers to the Lee’s Pool Subdivision P.U.D. The term “Subdivision Improvements” refers only to those improvements that are required by Madison County as a condition to the approval of the Subdivision.

2. **Effective Date.** The effective date of this Agreement shall be the date of approval and recordation of the final plat of the Subdivision by the County.

3. **Moonlight’s Obligations.**

3.1 *Agreement to Construct.* Subject to and in accordance with the terms and conditions of this Agreement, Moonlight agrees to cause the construction and installation of the Subdivision Improvements. The Subdivision Improvements are listed on Exhibit A to this Agreement, which is incorporated by reference.

3.2 *Final Plat Approval as Condition.* Moonlight’s obligation to construct and complete the Subdivision Improvements is conditioned upon and shall arise only upon approval and recordation of the final plat of the Subdivision by the County. Moonlight’s obligation to complete the Subdivision Improvements shall not be conditioned upon commencement of construction of the development or sale of any lots or improvements within the Subdivision and shall be independent of any obligations of the County contained in this Agreement.

3.3 *Construction Standards.* The Subdivision Improvements shall be constructed in accordance with the County’s ordinances, resolutions, and regulations.

3.4 *Warranty.* Moonlight warrants that the Subdivision Improvements will be installed in a good and workmanlike manner and in substantial compliance with this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Moonlight shall remain in force and effect as to the Subdivision Improvements until the lapse of one year after the County accepts the completion (the “Warranty Period”).

4. **Security for Moonlight’s Obligation.**

4.1 *Financial Assurance.* To secure the performance of Moonlight’s obligations under this Agreement, Moonlight shall provide the County with a financial assurance instrument (the “Financial Assurance”) in the form of a bond payable to the County (“Bond”). The final plat for the Subdivision shall not be filed, nor shall any conveyance or transfer of title to any

tract or tracts of land within the Subdivision be made, nor any building permit issued, unless the Financial Assurance has been delivered to the County.

4.2 *Bond.* The Bond shall be issued by [U.S. Specialty Insurance Company]. The Bond shall be in the form as is attached as Exhibit B. The Bond shall provide for an amount equal to 125% of the estimated cost to construct the Subdivision Improvements. If at any time the County delivers to [U.S. Specialty Insurance Company] a signed statement or affidavit declaring an Event of Default (defined herein) under this Agreement, then the Bond shall be payable (up to the estimated costs to construct the uncompleted Subdivision Improvements) to the County in accordance with the Bond. Moonlight may substitute the Bond with another Bond, Letter of Credit or other security at its discretion.

5. **County's Obligations.**

5.1 *Periodic Reduction in Bond.* The following procedures shall apply to the Bond:

a. At any time, but not more often than once a month, Moonlight may submit to the County an application for acceptance of a portion of the Subdivision Improvements and a reduction of the amount of the Bond in an amount covering the accepted Subdivision Improvements as of the date of the application and accompanied by appropriate supporting documentation.

b. Within 14 days after receipt of each application for reduction, the County will either deliver to Moonlight an approval of the acceptance and reduction in the form of Exhibit C ("Partial Release") or return the application to Moonlight indicating in writing the County's reasons for refusing to approve the reduction. As part of its review of the application, the County may perform an inspection to verify completion of the work specified in the notice. If the County refuses to deliver a Partial Release, Moonlight may make the necessary corrections and resubmit the application. If the County fails to approve the reduction within 14 days after receipt of an application for reduction, the application shall be deemed approved and upon Moonlight's request, the County shall deliver a Partial Release to Moonlight.

c. Upon receipt of a Partial Release, or an application for reduction that has been deemed approved through expiration of time, Moonlight may submit to the issuer of the Bond the Partial Release and the issuer shall reduce the amount that the County may draw on the Bond pursuant to this Agreement by the amount specified in Partial Release (which amount shall retain 10% to be held as the Warranty Security).

d. If the County incurs fees or expenses to verify approval of an application, it may charge reasonable fees or expenses to Moonlight.

e. Delivery of a Partial Release does not constitute a waiver by the County of the right to draw on the reduced Bond in the event, prior to the expiration of the Warranty Period, of defects in or failure of any improvement listed in the Partial Release.

5.2 *Final Inspection and Certification.* Upon final completion of the Subdivision Improvements, Moonlight shall submit a written notice of completion to the County. Within 14 days of receipt of a notice of completion from Moonlight, the County shall inspect the Subdivision Improvements specified in the notice and, if the County finds that the specified Subdivision Improvements have been completed substantially in accordance with the requirements of this Agreement, the County shall, within 14 days after inspection, issue a letter in the form of Exhibit D certifying acceptance of the Subdivision Improvements (“Certification Letter”). The County’s delivery of a Certification Letter does not constitute a waiver by the County of the right to draw funds under the Financial Assurance in the event, prior to expiration of the Warranty Period, of defects in or failure of any Subdivision Improvement.

5.3 *Notice of Defect.* If, upon inspection of the completed Subdivision Improvements, or if at any time during the Warranty Period, the County finds that the specified Subdivision Improvements have not been completed in accordance with the requirements of this Agreement, the County shall issue a written notice of defect within 14 days after the inspection specifying the respects in which the completed Subdivision Improvements have not been completed in accordance with the requirements of this Agreement. Upon receipt of any such notice of defect, Moonlight shall have 30 days (the “Remedy Period”) to cure any defect identified in the notice and, upon curing the defect, shall provide a new notice of completion to the County. The Remedy Period may be extended beyond 30 days for good cause, as determined by the County. Upon the giving of such a new notice of completion, the provisions of Section 5.3 shall be applicable.

5.4 *Reduction of Security.* The Certification Letter contains a written release of the total amount of the Bond less 10% of the total costs of the Subdivision Improvements to be withheld as warranty security (“Warranty Security”). The Warranty Security shall remain in effect for the one year Warranty Period plus an additional 30 days. Upon expiration of the Warranty Period (plus an additional 30 days), the County shall deliver to Moonlight a release letter in the form of Exhibit E.

5.5 *Use of Proceeds.* The County shall use funds drawn, if any, under the Bond only for the purposes of completing the Subdivision Improvements or correcting defects in the Subdivision Improvements.

6. Default.

6.1 *Events of Default.* A default by Moonlight (“Event of Default”) shall exist after notice, opportunity to cure, and opportunity for a hearing, if:

- a. Moonlight fails to complete construction of the Subdivision Improvements within two years of final plat approval; provided, however, that this two-year period may be extended for good cause, as reasonably determined by the County;
- b. Moonlight fails to remedy any defect identified in a notice of defect within the Remedy Period;
- c. Moonlight becomes insolvent or files a voluntary petition in bankruptcy; or
- d. There is a foreclosure of the property that makes up the Subdivision or an assignment or conveyance of such property in lieu of foreclosure.

6.2 *Notice of Default.* Upon discovery by the County of an occurrence of an Event of Default, the County must give notice of such Event of Default to Moonlight. In order to be effective, a notice of an Event of Default as to the Subdivision Improvements must be delivered prior to expiration of the Warranty Period for the Subdivision Improvements. Upon receipt of an effective notice of an Event of Default, Moonlight shall have thirty (30) days from the date the notice is issued to remedy the defect. The County may not declare an Event of Default under this Agreement during the thirty (30) day remedy period unless Moonlight gives notice to the County that Moonlight does not intend to correct the defect. If, within the thirty (30) day remedy period, Moonlight fails to correct the defect stated in the notice, then the County may declare that an Event of Default exists, in which case the County shall be entitled to (a) make a draw on the Bond for the amount necessary to cure the Event of Default in a manner consistent with the approved Plans up to the then current amount of the Bond; and (b) suspend final plat approval during which time Moonlight shall have no right to sell, transfer or otherwise convey additional lots within the Subdivision without the express written approval of the County or until the Subdivision Improvements are completed and certified by the County; provided, however, that nothing in this paragraph shall prevent purchasers of property within the Subdivision from selling such property to third parties. The right of the County to complete or cause completion of the Subdivision Improvements shall include the following rights: The County shall have the right to complete the Subdivision Improvements, in substantial accordance with the plans, the estimated construction costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Subdivision by purchase, foreclosure, or otherwise. Any funds obtained by the County under the Bond shall only be used by the County to pay the costs of completion of the Subdivision Improvements substantially in accordance with the plans and other requirements of this Agreement. Moonlight shall be

responsible for any amounts necessary to complete the Subdivision Improvements in excess of the funds available under the Bond.

6.3 *Protection of Innocent Purchasers.* The Bond furnished to the County under this Agreement is designed to assure completion of the Subdivision Improvements and to protect the County from bearing the cost of completing the Subdivision Improvements. Accordingly, the County shall have recourse only under the Bond and shall not have recourse against third parties who purchase lots or condominium units or acquire interests in the Subdivision.

7. Miscellaneous.

7.1 *Indemnification.* Moonlight agrees to indemnify and hold the County harmless for and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work under this Agreement, except to the extent that such claims, costs or liability arise out of the negligence or intentional misconduct of the County. Nothing in this paragraph shall be intended to waive any immunity that exists by statute or common law.

7.2 *Third Party Beneficiaries.* Except as provided in this Agreement, no person or entity, other than a party to this Agreement, shall have any right of action under this Agreement, including, but not limited to, lenders, lot or condominium unit buyers and materialmen, laborers or others providing work, services, or materials for the Subdivision Improvements.

7.3 *Assignability.* Moonlight's obligations under this Agreement may not be assigned without the consent of the County, which consent shall not be withheld unreasonably, and a grantee or transferee of Moonlight shall not be obligated to fulfill any of the obligations of Moonlight under this Agreement unless such grantee or transferee is the successor or assignee of Moonlight in its capacity as developer of the Subdivision. Nothing in this paragraph shall prevent Moonlight from conveying interests in lots or condominiums units in the ordinary course of business.

7.4 *Notices.* Any written notice required to be given under this Agreement shall be completed when personally delivered or when such notice has been deposited in the United States mail, first class, certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth on the first page of this Agreement. A party wishing to change its address shall do so by providing notice in writing to the other party.

7.5 *Further Assurances.* At any time, and from time to time, upon request of either party, the other party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the

requesting party, be necessary or desirable in order to effectuate, complete or perfect the right of the parties under this Agreement.

7.6 *Governing Law.* This Agreement shall be construed in accordance with Montana laws. Venue for any dispute arising between the parties shall be in Montana's Fifth Judicial District Court, Madison County.

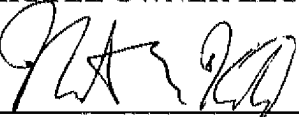
7.7 *Force Majeure.* Neither party shall be liable for failure to perform under this Agreement if such failure is the result of Force Majeure and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any Force Majeure. "Force Majeure" shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, fire or other casualty, or action of government authorities. Nothing in this paragraph shall be construed to relieve Moonlight of its obligation to complete the Subdivision Improvements.

7.8 *Entire Agreement.* This Agreement and any agreement or document referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged in this Agreement.


* * * * *

IN WITNESS WHEREOF, the parties have read, considered and signed this Agreement effective as of the date specified above.

MB HOTEL OWNER LLC

By: 
Matthew E. Kidd, Authorized Signatory

MADISON COUNTY

By: 
Its: Commission Chairman

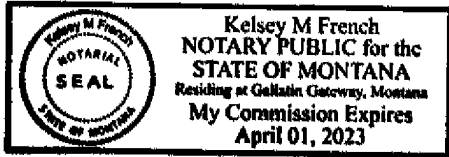
STATE OF Montana)

COUNTY OF Gallatin) :SS

This instrument was acknowledged before me on February 9, 2021, by Matthew E. Kidd, as Managing Director of MB Hotel Owner LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

(SEAL)



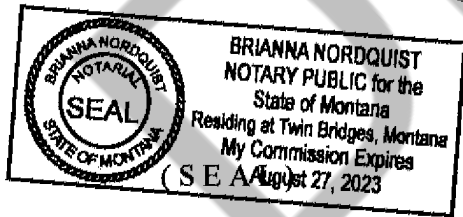
[Signature] [signature]
Notary Public for the State of Montana
Kelsey M. French
(Printed Name)
Residing at: Gallatin Gateway, Montana
(City) (State)
My commission expires: April 1, 2023
(Month/Day/Year)

STATE OF MONTANA)

County of Madison) :SS.

This instrument was acknowledged before me on April 20, 2021 by Dan W. Allhands as Commissioner of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.



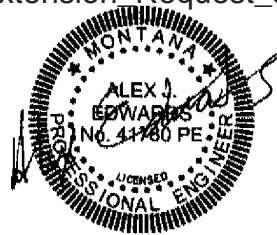
[Signature]
Notary Public for the State of Montana
Brianna Nordquist
(Printed Name)
Residing at: Twin Bridges, MT
(City/State)
My commission expires: Aug 27, 2023

EXHIBIT A

**DESCRIPTION OF SUBDIVISION IMPROVEMENTS
AND ESTIMATED COSTS**

DRAFT

Lee's Pool Subdivision P.U.D.
 Engineer's Opinion of Probable Cost
 December 21, 2020



LEE'S POOL - SUBDIVISION IMPROVEMENTS COST ESTIMATE

| Item No. | Description | Construction Quantity | Units | Unit Price | Construction Amount | Quantity Completed | Completed Cost |
|-----------------------------|---|-----------------------|-------|---------------|---|--------------------|----------------|
| General | | | | | | | |
| 100 | Mobilization | 1 | LS | \$ 344,483.50 | \$ 344,483.50 | 0.00 | \$ - |
| 101 | Clearing & Grubbing | 14.14 | AC | \$ 6,800.00 | \$ 96,182.00 | 0.00 | \$ - |
| 102 | Excavation & Embankment | 1 | LS | \$ 683,379.00 | \$ 683,379.00 | 0.00 | \$ - |
| 103 | Restoration & Hydroseed | 6.63 | AC | \$ 21,000.00 | \$ 139,230.00 | 0.00 | \$ - |
| 104 | Rock Excavation & Disposal | 180 | CY | \$ 80.00 | \$ 12,000.00 | 0.00 | \$ - |
| Sewer | | | | | | | |
| 200 | Connect to Existing Gravity Network | 3 | EA | \$ 2,000.00 | \$ 6,000.00 | 0.00 | \$ - |
| 201 | 2" Polyethylene (PE) Pipe - 2' | 708 | LF | \$ 30.00 | \$ 21,240.00 | 0.00 | \$ - |
| 202 | SDR 35 Sewer Pipe - 4" Dia | 1,268 | LF | \$ 26.00 | \$ 32,988.00 | 0.00 | \$ - |
| 203 | SDR 35 Sewer Pipe - 8" Dia | 12473 | LF | \$ 50.00 | \$ 623,650.00 | 0.00 | \$ - |
| 204 | SDR 35 Pre-Insulated Sewer Pipe - 8" Dia | 111 | LF | \$ 120.00 | \$ 13,320.00 | 0.00 | \$ - |
| 205 | Sanitary Sewer Service Connection | 44 | EA | \$ 850.00 | \$ 37,400.00 | 0.00 | \$ - |
| 206 | Sanitary Sewer Manhole - 48" Dia | 90 | EA | \$ 4,500.00 | \$ 405,000.00 | 0.00 | \$ - |
| 207 | Sanitary Sewer Drop Manhole - 80" Dia | 4 | EA | \$ 6,500.00 | \$ 26,000.00 | 0.00 | \$ - |
| 208 | Extra Depth Sanitary Sewer Manhole | 452.5 | VF | \$ 400.00 | \$ 181,000.00 | 0.00 | \$ - |
| 209 | 4" Wide XPS Insulation - 4" Thick | 633 | LF | \$ 20.00 | \$ 10,660.00 | 0.00 | \$ - |
| 210 | Impermeable Trench Plug | 7 | EA | \$ 2,500.00 | \$ 17,500.00 | 0.00 | \$ - |
| 211 | Lift Station - 60" Dia | 1 | LS | \$ 140,000.00 | \$ 140,000.00 | 0.00 | \$ - |
| 212 | Valve Vault - 48" Dia | 1 | LS | \$ 8,000.00 | \$ 8,000.00 | 0.00 | \$ - |
| 213 | Portable Crane Pad with Crane | 1 | LS | \$ 2,000.00 | \$ 2,000.00 | 0.00 | \$ - |
| 214 | 2" Mueller Ball Valve w/Curb Box | 1 | EA | \$ 350.00 | \$ 350.00 | 0.00 | \$ - |
| 215 | Excavatable Flowable Fill | 24 | CY | \$ 230.00 | \$ 5,520.00 | 0.00 | \$ - |
| 216 | Buried Utility Crossing | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 0.00 | \$ - |
| 217 | Woven Geotextile Fabric (Restoration) | 693 | SY | \$ 2.50 | \$ 1,482.50 | 0.00 | \$ - |
| 218 | Subbase - 5" Minus (Restoration) | 198 | CY | \$ 60.00 | \$ 9,900.00 | 0.00 | \$ - |
| 219 | Crushed Base - 1.5" Minus (Restoration) | 99 | CY | \$ 55.00 | \$ 5,445.00 | 0.00 | \$ - |
| 220 | Remove & Replace Asphalt (Restoration) | 396 | SY | \$ 46.00 | \$ 18,216.00 | 0.00 | \$ - |
| 221 | Sewer Aerial Crossing | 1 | LS | \$ 30,000.00 | \$ 30,000.00 | 0.00 | \$ - |
| Water | | | | | | | |
| 300 | Connect to Existing Water Supply Network | 6 | EA | \$ 1,500.00 | \$ 9,000.00 | 0.00 | \$ - |
| 301 | DR-7 Polyethylene Pipe - 1.6" Dia | 1,580 | LF | \$ 38.00 | \$ 60,040.00 | 0.00 | \$ - |
| 302 | C-900 PVC, DR 14 Water Pipe - 6" Dia | 281 | LF | \$ 55.00 | \$ 13,805.00 | 0.00 | \$ - |
| 303 | C-900 PVC, DR 14 Water Pipe - 8" Dia | 18071 | LF | \$ 50.00 | \$ 903,550.00 | 0.00 | \$ - |
| 304 | 1.5" Water Service Connections | 44 | EA | \$ 375.00 | \$ 16,500.00 | 0.00 | \$ - |
| 305 | 8" Gate Valve | 43 | EA | \$ 1,980.00 | \$ 83,650.00 | 0.00 | \$ - |
| 306 | 8"x4" Tee | 1 | EA | \$ 420.00 | \$ 420.00 | 0.00 | \$ - |
| 307 | 8"x6" Tee | 25 | EA | \$ 560.00 | \$ 13,760.00 | 0.00 | \$ - |
| 308 | 6" 11.25-Degree Bend | 1 | EA | \$ 500.00 | \$ 500.00 | 0.00 | \$ - |
| 309 | 6" 45-Degree Bend | 3 | EA | \$ 500.00 | \$ 1,500.00 | 0.00 | \$ - |
| 310 | 8" 11.25-Degree Bend | 61 | EA | \$ 525.00 | \$ 42,525.00 | 0.00 | \$ - |
| 311 | 8" 22.5-Degree Bend | 91 | EA | \$ 525.00 | \$ 47,775.00 | 0.00 | \$ - |
| 312 | 8" 45-Degree Bend | 7 | EA | \$ 525.00 | \$ 3,675.00 | 0.00 | \$ - |
| 313 | 8" 90-Degree Bend | 11 | EA | \$ 525.00 | \$ 5,775.00 | 0.00 | \$ - |
| 314 | 8" M.J. Cap | 7 | EA | \$ 400.00 | \$ 2,800.00 | 0.00 | \$ - |
| 315 | Curb Stop & Blow-off Assembly | 3 | EA | \$ 3,000.00 | \$ 9,000.00 | 0.00 | \$ - |
| 316 | Fire Hydrant Assembly (Variable Bury Depth) | 25 | EA | \$ 5,000.00 | \$ 125,000.00 | 0.00 | \$ - |
| 317 | Impermeable Trench Plug | 11 | EA | \$ 2,500.00 | \$ 27,500.00 | 0.00 | \$ - |
| 318 | 4" Wide XPS Insulation - 4" Thick | 300 | LF | \$ 20.00 | \$ 6,000.00 | 0.00 | \$ - |
| 319 | Excavatable Flowable Fill | 72 | CY | \$ 230.00 | \$ 16,560.00 | 0.00 | \$ - |
| 320 | Woven Geotextile Fabric (Restoration) | 2,787 | SY | \$ 2.80 | \$ 8,967.60 | 0.00 | \$ - |
| 321 | Subbase - 5" Minus (Restoration) | 1393 | CY | \$ 50.00 | \$ 69,650.00 | 0.00 | \$ - |
| 322 | Crushed Base - 1.5" Minus (Restoration) | 619 | CY | \$ 55.00 | \$ 34,045.00 | 0.00 | \$ - |
| 323 | Remove & Replace Asphalt (Restoration) | 760 | SY | \$ 46.00 | \$ 34,960.00 | 0.00 | \$ - |
| 324 | Pressure Relief Vault (PRV) | 1 | EA | \$ 80,000.00 | \$ 80,000.00 | 0.00 | \$ - |
| 325 | Buried Utility Crossing | 21 | EA | \$ 1,000.00 | \$ 21,000.00 | 0.00 | \$ - |
| Storm Drain | | | | | | | |
| 400 | 8" SDR-35 PVC Pipe | 166 | LF | \$ 80.00 | \$ 8,400.00 | 0.00 | \$ - |
| 401 | 10" SDR-35 PVC Pipe | 170 | LF | \$ 62.00 | \$ 8,840.00 | 0.00 | \$ - |
| 402 | 12" SDR-35 PVC Pipe | 86 | LF | \$ 62.00 | \$ 4,472.00 | 0.00 | \$ - |
| 403 | 16" SDR-35 PVC Pipe | 48 | LF | \$ 54.00 | \$ 2,682.00 | 0.00 | \$ - |
| 404 | 18" CMP Culvert | 120 | LF | \$ 35.00 | \$ 4,200.00 | 0.00 | \$ - |
| 405 | 18" CMP Culvert | 703 | LF | \$ 42.00 | \$ 29,526.00 | 0.00 | \$ - |
| 406 | 30" CMP Culvert | 48 | LF | \$ 80.00 | \$ 3,840.00 | 0.00 | \$ - |
| 407 | 36" CMP Culvert | 120 | LF | \$ 125.00 | \$ 15,000.00 | 0.00 | \$ - |
| 408 | 48" CMP Culvert | 137 | LF | \$ 150.00 | \$ 20,550.00 | 0.00 | \$ - |
| 409 | 18" RCP Pipe | 32 | LF | \$ 120.00 | \$ 3,840.00 | 0.00 | \$ - |
| 410 | 14"x22" ARCP Culvert | 170 | LF | \$ 110.00 | \$ 18,700.00 | 0.00 | \$ - |
| 411 | 27"x44" ARCP Culvert | 66 | LF | \$ 140.00 | \$ 12,040.00 | 0.00 | \$ - |
| 412 | 60" CMP Culvert | 46 | EA | \$ 220.00 | \$ 10,960.00 | 0.00 | \$ - |
| 413 | 48"x36" Bottomless Culvert | 1 | LS | \$ 62,000.00 | \$ 62,000.00 | 0.00 | \$ - |
| 414 | Culvert Outfall Protection Pads (Rip-Rap) | 387 | CY | \$ 63.00 | \$ 24,381.00 | 0.00 | \$ - |
| 415 | Turf Reinforcement Mat | 4,080 | SF | \$ 1.20 | \$ 4,896.00 | 0.00 | \$ - |
| 416 | Erosion Control Ditch | 3,781 | LF | \$ 6.00 | \$ 22,686.00 | 0.00 | \$ - |
| 417 | 1" Thick Rip-Rap Ditch | 1,009 | LF | \$ 14.00 | \$ 14,126.00 | 0.00 | \$ - |
| 418 | 48" Catch Basin | 2 | EA | \$ 4,000.00 | \$ 8,000.00 | 0.00 | \$ - |
| 419 | 48" Stormwater Detention Structure | 7 | EA | \$ 4,575.00 | \$ 32,025.00 | 0.00 | \$ - |
| 420 | Stormwater Detention Pond | 7 | EA | \$ 2,800.00 | \$ 19,600.00 | 0.00 | \$ - |
| Roadway Improvements | | | | | | | |
| 500 | Woven Geotextile Fabric | 34,584 | SY | \$ 2.50 | \$ 86,460.00 | 0.00 | \$ - |
| 501 | Subbase Input - 5" Minus | 20,900 | CY | \$ 60.00 | \$ 1,045,000.00 | 0.00 | \$ - |
| 502 | Crushed Base Input - 1.5" Minus | 3,769 | CY | \$ 55.00 | \$ 208,745.00 | 0.00 | \$ - |
| 503 | 3" Thick Asphalt Surface Course | 25,718 | SY | \$ 26.00 | \$ 668,668.00 | 0.00 | \$ - |
| 504 | 4-Way Duct Bank | 612 | LF | \$ 64.00 | \$ 32,768.00 | 0.00 | \$ - |
| 505 | Dry Utility Trench (Elec. & Fiber) | 9,520 | LF | \$ 11.00 | \$ 104,720.00 | 0.00 | \$ - |
| 506 | Erosion Control Blanket CT25BN (6'x8') | 12,715 | LF | \$ 5.00 | \$ 63,575.00 | 0.00 | \$ - |
| 507 | Traffic Signs | 10 | EA | \$ 650.00 | \$ 6,500.00 | 0.00 | \$ - |
| 508 | Utility Bridge Package | 1 | LS | \$ 280,000.00 | \$ 280,000.00 | 0.00 | \$ - |
| | | | | | Total Cost of Remaining Improvements | | |
| | | | | | Amount to be Financially Guaranteed with Bond (125% of Total Costs) | | |

EXHIBIT B

BOND

DRAFT



Bond Number: 1001130668
Initial Premium: \$135,632.50

Subdivision Improvement Faithful Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, MB Hotel Owner LLC, a Delaware Limited Liability Company
U.S. Specialty Insurance Company as Principal, and
a corporation organized and existing under the laws of the State of Texas and authorized to
transact a general surety business in the State of Montana, as Surety, are held and firmly bound
unto Madison County, Montana

as Obligee, in the amount of Nine Million Forty Two Thousand Once Hundred Sixty Six and Eighty Eight Cents Dollars
(\$ 9,042,166.88) lawful money of the United States of America, for the payment whereof, well and truly
to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these
presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that

WHEREAS, The Board of Supervisors of the County of Madison (or the City Council of the
City of _____), State of Montana, and the Principal have entered into an agreement
whereby principal agrees to install and complete certain designated public improvements described as Lee's Pool Subdivision P.U.D. subdivision improvements

In Tract Number / Parcel Map No. _____

WHEREAS, said Principal is required by the Obligee to furnish a bond for the faithful performance of the subject
improvements.

NOW, THEREFORE, if the above-bounded Principal shall install the offsite improvements as indicated above in
accordance with the plans approved by the Obligee, then this obligation shall be null and void, otherwise to
remain in full force and effect.

Signed and sealed this 25th day of January, 2021.

Principal (s):

MB Hotel Owner LLC

By:

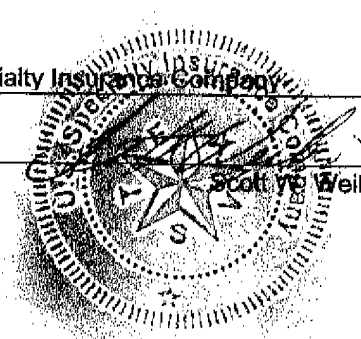
Matthew E. Kidd, Authorized Signatory

Surety:

U.S. Specialty Insurance Company

By:

Scott W. Weiler Attorney-In-Fact





TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

William M. Rowe, III., Robert B. McGehee, H. Smith McGehee or Scott William Weiler of Clayton, Missouri

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars

(75,000,000.00). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California County of Los Angeles



By: Daniel P. Aguilar, Vice President

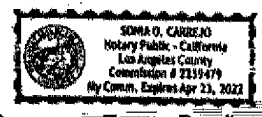
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

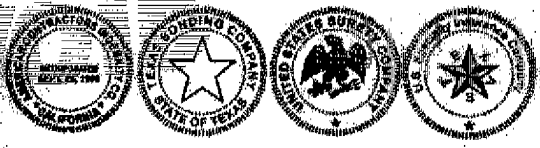
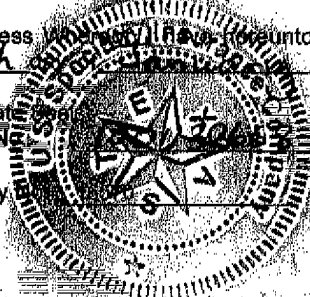
Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25th day of June, 2021.

Corporate Seal Agency



Kio Lo, Assistant Secretary

EXHIBIT C
Form of Partial Release

Attn: _____

MB Hotel Owner LLC

Attn: _____

RE: Partial Release of Bond No. _____

Dear _____ and _____:

On _____, _____, 20__, the Madison County Board of Commissioners made and passed a motion to accept the Subdivision Improvements listed on the attached Exhibit A and authorize the release of \$ _____ from Bond No. _____ issued by _____ and filed in the Madison County Clerk and Recorder's Office as Document No. _____, for subdivision improvements for the Lee's Pool Subdivision P.U.D. ("Bond"). The amount which shall now be held and firmly bound unto the County pursuant to the Bond shall be \$ _____.

Thank you,

Board of Commissioners
Madison County

STATE OF MONTANA)
)
:ss.
County of Madison)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Notary Public for the State of Montana

(Printed Name)

Residing at: _____

(City/State)

My commission expires: _____, 20__

(S E A L)

EXHIBIT D

(form of Certification Letter)

Attn: _____

RE: Partial Release of Bond No. _____

Dear _____:

On _____, _____, 20____, the Madison County Board of Commissioners made and passed a motion (1) confirming the completion of all Subdivision Improvements listed in that certain Subdivision Improvement Agreement for the Lee's Pool Subdivision P.U.D. filed in the Madison County Clerk and Recorder's Office as Document No. _____ and (2) authorizing the release of \$ _____ from Bond No. _____ issued by _____ and filed in the Madison County clerk and Recorder's Office as Document No. _____ ("Bond"). The amount which shall now be held and firmly bound unto the County pursuant to the Bond shall be \$ _____ (*insert 10% of the total costs of the Subdivision Improvements*).

Thank you,

Board of Commissioners
Madison County

STATE OF MONTANA)
 :ss.
County of Madison)

This instrument was acknowledged before me on _____, 20____, by _____, as _____ of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Notary Public for the State of Montana

(Printed Name)

Residing at: _____

(City/State)

My commission expires: _____, 20____

(S E A L)

EXHIBIT E

(form of Full Release Letter)

_____, _____

Attn: _____

RE: Full Release of Bond No. _____

Dear _____:

On _____, _____, 20____, the Madison County Board of Commissioners made and passed a motion (1) confirming the expiration of the Warranty Period under that certain Subdivision Improvement Agreement for the Lee's Pool Subdivision P.U.D. filed in the Madison County Clerk and Recorder's Office as Document No. _____ and (2) authorizing the full release of Bond No. _____ issued by _____ and filed in the Madison County clerk and Recorder's Office as Document No. _____ ("Bond"). Pursuant to such Bond, the obligation of the issuer of the Bond to Madison County is now null and void, and such issuer shall be discharged and released from any and all liability and responsibility upon and from such Bond or matters arising therefrom.

Thank you,

Board of Commissioners
Madison County

STATE OF MONTANA)
 :ss.
County of Madison)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

(S E A L)

Notary Public for the State of Montana

(Printed Name)

Residing at: _____

(City/State)

My commission expires: _____, 20__



Doc #: 196661 **Pages: 21** **Book: Page:**
 STATE OF MONTANA MADISON COUNTY
 Recorded 4/22/2021 2:30 PM K01: IMPROVE AGREE
 Paula McKenzie, CLERK & RECORDER
 Fee: \$ 5.00
 BY: Paula McKenzie
 To: FILE 107-B,

DRAFT

After Recording Return To:
Crowley Fleck PLLP
Attn: Nate Good
PO Box 10969
Bozeman, MT 59719

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
LEE'S POOL SUBDIVISION P.U.D. PHASE 2**

THIS SUBDIVISION IMPROVEMENTS AGREEMENT FOR LEE'S POOL SUBDIVISION P.U.D. PHASE 2 (the "Agreement") is made by and between MB Hotel Owner LLC ("Moonlight"), a Montana limited liability company, of P.O. Box 160040, Big Sky, MT 59716, and Madison County (the "County"), with an address for purposes of this Agreement of P.O. Box 278, Virginia City, MT 59755.

RECITALS

A. Moonlight is the developer of the Lee's Pool Subdivision P.U.D. Phase 2 (the "Subdivision"), a proposed platted subdivision in Madison County, Montana. The Subdivision is within the Moonlight Basin Community development, a recreational and residential development consisting of private land, various lodging accommodations, administration buildings, ski and golf resort facilities, and other facilities related to the development.

B. As part of its process for improving the Subdivision, the County requires that Moonlight enter into this Agreement. The purpose of this Agreement is to protect the County. The parties do not intend this Agreement to benefit contractors, suppliers, laborers or others who provide work, services or materials to the Subdivision or for the benefit of purchasers or lot or condominium unit owners within the Subdivision.

C. The mutual promises, covenants and obligations contained in this Agreement are authorized by Montana law and the County's subdivision regulations.

TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

1. **Terminology.** For purposes of this Agreement, the term “Subdivision” refers to the Lee’s Pool Subdivision P.U.D. Phase 2. The term “Subdivision Improvements” refers only to those improvements that are required by Madison County as a condition to the approval of the Subdivision.

2. **Effective Date.** The effective date of this Agreement shall be the date of approval and recordation of the final plat of the Subdivision by the County.

3. **Moonlight’s Obligations.**

3.1 *Agreement to Construct.* Subject to and in accordance with the terms and conditions of this Agreement, Moonlight agrees to cause the construction and installation of the Subdivision Improvements. The Subdivision Improvements are listed on Exhibit A to this Agreement, which is incorporated by reference.

3.2 *Final Plat Approval as Condition.* Moonlight’s obligation to construct and complete the Subdivision Improvements is conditioned upon and shall arise only upon approval and recordation of the final plat of the Subdivision by the County. Moonlight’s obligation to complete the Subdivision Improvements shall not be conditioned upon commencement of construction of the development or sale of any lots or improvements within the Subdivision and shall be independent of any obligations of the County contained in this Agreement.

3.3 *Construction Standards.* The Subdivision Improvements shall be constructed in accordance with the County’s ordinances, resolutions, and regulations.

3.4 *Warranty.* Moonlight warrants that the Subdivision Improvements will be installed in a good and workmanlike manner and in substantial compliance with this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Moonlight shall remain in force and effect as to the Subdivision Improvements until the lapse of one year after the County accepts the completion (the “Warranty Period”).

4. **Security for Moonlight’s Obligation.**

4.1 *Financial Assurance.* To secure the performance of Moonlight’s obligations under this Agreement, Moonlight shall provide the County with a financial assurance instrument (the “Financial Assurance”) in the form of a bond payable to the County (“Bond”). The final plat for the Subdivision shall not be filed, nor shall any conveyance or transfer of title to any tract or tracts of land within the Subdivision be made, nor any building permit issued, unless the Financial Assurance has been delivered to the County.

4.2 *Bond.* The Bond shall be issued by U.S. Specialty Insurance Company. The Bond shall be in the form as is attached as Exhibit B. The Bond shall provide for an amount equal to 125% of the estimated cost to construct the Subdivision Improvements. If at any time the County delivers to U.S. Specialty Insurance Company a signed statement or affidavit declaring an Event of Default (defined herein) under this Agreement, then the Bond shall be payable (up to the estimated costs to construct the uncompleted Subdivision Improvements) to the County in accordance with the Bond. Moonlight may substitute the Bond with another Bond, Letter of Credit or other security at its discretion.

5. **County's Obligations.**

Bond: 5.1 *Periodic Reduction in Bond.* The following procedures shall apply to the

a. At any time, but not more often than once a month, Moonlight may submit to the County an application for acceptance of a portion of the Subdivision Improvements and a reduction of the amount of the Bond in an amount covering the accepted Subdivision Improvements as of the date of the application and accompanied by appropriate supporting documentation.

b. Within 14 days after receipt of each application for reduction, the County will either deliver to Moonlight an approval of the acceptance and reduction in the form of Exhibit C ("Partial Release") or return the application to Moonlight indicating in writing the County's reasons for refusing to approve the reduction. As part of its review of the application, the County may perform an inspection to verify completion of the work specified in the notice. If the County refuses to deliver a Partial Release, Moonlight may make the necessary corrections and resubmit the application. If the County fails to approve the reduction within 14 days after receipt of an application for reduction, the application shall be deemed approved and upon Moonlight's request, the County shall deliver a Partial Release to Moonlight.

c. Upon receipt of a Partial Release, or an application for reduction that has been deemed approved through expiration of time, Moonlight may submit to the issuer of the Bond the Partial Release and the issuer shall reduce the amount that the County may draw on the Bond pursuant to this Agreement by the amount specified in Partial Release (which amount shall retain 10% to be held as the Warranty Security).

d. If the County incurs fees or expenses to verify approval of an application, it may charge reasonable fees or expenses to Moonlight.

e. Delivery of a Partial Release does not constitute a waiver by the County of the right to draw on the reduced Bond in the event, prior to the expiration

of the Warranty Period, of defects in or failure of any improvement listed in the Partial Release.

5.2 *Final Inspection and Certification.* Upon final completion of the Subdivision Improvements, Moonlight shall submit a written notice of completion to the County. Within 14 days of receipt of a notice of completion from Moonlight, the County shall inspect the Subdivision Improvements specified in the notice and, if the County finds that the specified Subdivision Improvements have been completed substantially in accordance with the requirements of this Agreement, the County shall, within 14 days after inspection, issue a letter in the form of Exhibit D certifying acceptance of the Subdivision Improvements (“Certification Letter”). The County’s delivery of a Certification Letter does not constitute a waiver by the County of the right to draw funds under the Financial Assurance in the event, prior to expiration of the Warranty Period, of defects in or failure of any Subdivision Improvement.

5.3 *Notice of Defect.* If, upon inspection of the completed Subdivision Improvements, or if at any time during the Warranty Period, the County finds that the specified Subdivision Improvements have not been completed in accordance with the requirements of this Agreement, the County shall issue a written notice of defect within 14 days after the inspection specifying the respects in which the completed Subdivision Improvements have not been completed in accordance with the requirements of this Agreement. Upon receipt of any such notice of defect, Moonlight shall have 30 days (the “Remedy Period”) to cure any defect identified in the notice and, upon curing the defect, shall provide a new notice of completion to the County. The Remedy Period may be extended beyond 30 days for good cause, as determined by the County. Upon the giving of such a new notice of completion, the provisions of Section 5.3 shall be applicable.

5.4 *Reduction of Security.* The Certification Letter contains a written release of the total amount of the Bond less 10% of the total costs of the Subdivision Improvements to be withheld as warranty security (“Warranty Security”). The Warranty Security shall remain in effect for the one year Warranty Period plus an additional 30 days. Upon expiration of the Warranty Period (plus an additional 30 days), the County shall deliver to Moonlight a release letter in the form of Exhibit E.

5.5 *Use of Proceeds.* The County shall use funds drawn, if any, under the Bond only for the purposes of completing the Subdivision Improvements or correcting defects in the Subdivision Improvements.

6. **Default.**

6.1 *Events of Default.* A default by Moonlight (“Event of Default”) shall exist after notice, opportunity to cure, and opportunity for a hearing, if:

- a. Moonlight fails to complete construction of the Subdivision Improvements within two years of final plat approval; provided, however, that this

two-year period may be extended for good cause, as reasonably determined by the County;

b. Moonlight fails to remedy any defect identified in a notice of defect within the Remedy Period;

c. Moonlight becomes insolvent or files a voluntary petition in bankruptcy; or

d. There is a foreclosure of the property that makes up the Subdivision or an assignment or conveyance of such property in lieu of foreclosure.

6.2 *Notice of Default.* Upon discovery by the County of an occurrence of an Event of Default, the County must give notice of such Event of Default to Moonlight. In order to be effective, a notice of an Event of Default as to the Subdivision Improvements must be delivered prior to expiration of the Warranty Period for the Subdivision Improvements. Upon receipt of an effective notice of an Event of Default, Moonlight shall have thirty (30) days from the date the notice is issued to remedy the defect. The County may not declare an Event of Default under this Agreement during the thirty (30) day remedy period unless Moonlight gives notice to the County that Moonlight does not intend to correct the defect. If, within the thirty (30) day remedy period, Moonlight fails to correct the defect stated in the notice, then the County may declare that an Event of Default exists, in which case the County shall be entitled to (a) make a draw on the Bond for the amount necessary to cure the Event of Default in a manner consistent with the approved Plans up to the then current amount of the Bond; and (b) suspend final plat approval during which time Moonlight shall have no right to sell, transfer or otherwise convey additional lots within the Subdivision without the express written approval of the County or until the Subdivision Improvements are completed and certified by the County; provided, however, that nothing in this paragraph shall prevent purchasers of property within the Subdivision from selling such property to third parties. The right of the County to complete or cause completion of the Subdivision Improvements shall include the following rights: The County shall have the right to complete the Subdivision Improvements, in substantial accordance with the plans, the estimated construction costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Subdivision by purchase, foreclosure, or otherwise. Any funds obtained by the County under the Bond shall only be used by the County to pay the costs of completion of the Subdivision Improvements substantially in accordance with the plans and other requirements of this Agreement. Moonlight shall be responsible for any amounts necessary to complete the Subdivision Improvements in excess of the funds available under the Bond.

6.3 *Protection of Innocent Purchasers.* The Bond furnished to the County under this Agreement is designed to assure completion of the Subdivision Improvements and to protect the County from bearing the cost of completing the Subdivision Improvements. Accordingly, the County shall have recourse only under the Bond and shall not have recourse

against third parties who purchase lots or condominium units or acquire interests in the Subdivision.

7. **Miscellaneous.**

7.1 *Indemnification.* Moonlight agrees to indemnify and hold the County harmless for and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work under this Agreement, except to the extent that such claims, costs or liability arise out of the negligence or intentional misconduct of the County. Nothing in this paragraph shall be intended to waive any immunity that exists by statute or common law.

7.2 *Third Party Beneficiaries.* Except as provided in this Agreement, no person or entity, other than a party to this Agreement, shall have any right of action under this Agreement, including, but not limited to, lenders, lot or condominium unit buyers and materialmen, laborers or others providing work, services, or materials for the Subdivision Improvements.

7.3 *Assignability.* Moonlight's obligations under this Agreement may not be assigned without the consent of the County, which consent shall not be withheld unreasonably, and a grantee or transferee of Moonlight shall not be obligated to fulfill any of the obligations of Moonlight under this Agreement unless such grantee or transferee is the successor or assignee of Moonlight in its capacity as developer of the Subdivision. Nothing in this paragraph shall prevent Moonlight from conveying interests in lots or condominiums units in the ordinary course of business.

7.4 *Notices.* Any written notice required to be given under this Agreement shall be completed when personally delivered or when such notice has been deposited in the United States mail, first class, certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth on the first page of this Agreement. A party wishing to change its address shall do so by providing notice in writing to the other party.

7.5 *Further Assurances.* At any time, and from time to time, upon request of either party, the other party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the right of the parties under this Agreement.

7.6 *Governing Law.* This Agreement shall be construed in accordance with Montana laws. Venue for any dispute arising between the parties shall be in Montana's Fifth Judicial District Court, Madison County.

7.7 *Force Majeure.* Neither party shall be liable for failure to perform under this Agreement if such failure is the result of Force Majeure and any time limit expressed in this

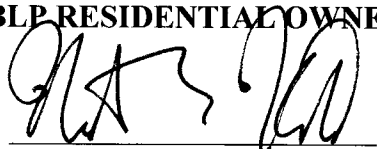
Agreement shall be extended for the period of any delay resulting from any Force Majeure. “Force Majeure” shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, fire or other casualty, or action of government authorities. Nothing in this paragraph shall be construed to relieve Moonlight of its obligation to complete the Subdivision Improvements.

7.8 *Entire Agreement.* This Agreement and any agreement or document referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged in this Agreement.

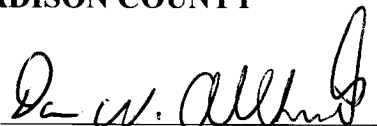
* * * * *

IN WITNESS WHEREOF, the parties have read, considered and signed this Agreement effective as of the date specified above.

MBLP RESIDENTIAL OWNER LLC

By: 
Matthew E. Kidd, Authorized Signatory

MADISON COUNTY

By: 
Its: Chairman

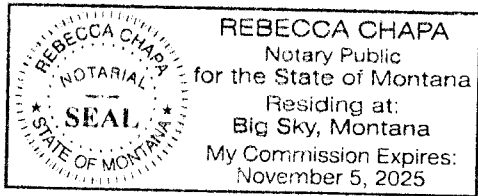
STATE OF Montana)
COUNTY OF Gallatin) :SS

This instrument was acknowledged before me on October 3, 2023 by Matthew E. Kidd, as Authorized Signatory of MBLP Residential Owner LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Rebecca Chapa [signature]
Notary Public for the State of Montana
Rebecca Chapa
(Printed Name)
Residing at: Big Sky, Montana
(City) (State)
My commission expires: 11/5/2025
(Month/Day/Year)

(SEAL)



STATE OF MONTANA)
County of Madison) :SS.

This instrument was acknowledged before me on Oct 24, 2023, by Dan Amundson, as COMMISSIONER of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Hannah Kane Brook
Notary Public for the State of Montana
HANNAH K. BROOK
(Printed Name)
Residing at: Virginia City
(City/State)
My commission expires: SEP 24, 2027

(SEAL)

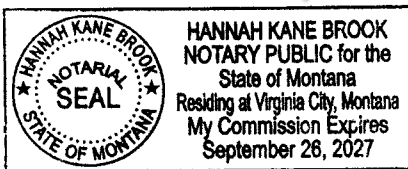


EXHIBIT A

**DESCRIPTION OF SUBDIVISION IMPROVEMENTS
AND ESTIMATED COSTS**

DRAFT

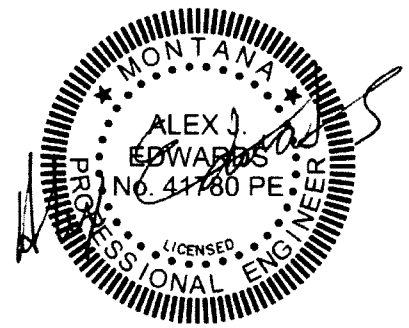
Lee's Pool 2 Subdivision P.U.D.
 Engineer's Opinion of Probable Cost
 September 20, 2023



LEE'S POOL 2 SUBDIVISION

| Item No. | Description | Construction Quantity | Units | Unit Price | Construction Amount | Quantity Completed | Completed Cost | Remaining Cost |
|--|---|-----------------------|--------------------|---------------|---------------------|--------------------|----------------|-----------------|
| General | | | | | | | | |
| 101 | Mobilization | 1 | LS | \$ 46,839.91 | \$ 46,839.91 | 0.00 | \$ - | \$ 46,839.91 |
| 102 | Excavation & Embankment | 1 | LS | \$ 108,000.00 | \$ 108,000.00 | 0.00 | \$ - | \$ 108,000.00 |
| Sewer | | | | | | | | |
| 201 | Connect to Existing Gravity Network | 1 | EA | \$ 9,000.00 | \$ 9,000.00 | 0.00 | \$ - | \$ 9,000.00 |
| 202 | SDR 35 Sewer Pipe - 8" Dia | 161 | LF | \$ 55.00 | \$ 8,855.00 | 0.00 | \$ - | \$ 8,855.00 |
| 203 | Sanitary Sewer Manhole - 48" Dia | 2 | EA | \$ 5,200.00 | \$ 10,400.00 | 0.00 | \$ - | \$ 10,400.00 |
| 204 | Extra Depth Sanitary Sewer Manhole | 5.33 | VF | \$ 210.00 | \$ 1,119.30 | 0.00 | \$ - | \$ 1,119.30 |
| 205 | Sanitary Sewer Service Connection | 2 | EA | \$ 1,800.00 | \$ 3,600.00 | 0.00 | \$ - | \$ 3,600.00 |
| 206 | Lift Station | 1 | EA | \$ 48,800.00 | \$ 48,800.00 | 0.00 | \$ - | \$ 48,800.00 |
| Water | | | | | | | | |
| 301 | 1.5" Water Service Connection | 2 | EA | \$ 3,000.00 | \$ 6,000.00 | 0.00 | \$ - | \$ 6,000.00 |
| 302 | 8" 11.25-Degree Bend | 3 | EA | \$ 470.00 | \$ 1,410.00 | 0.00 | \$ - | \$ 1,410.00 |
| 303 | 8" 22.5-Degree Bend | 7 | EA | \$ 470.00 | \$ 3,290.00 | 0.00 | \$ - | \$ 3,290.00 |
| 304 | 8" 45-Degree Bend | 17 | EA | \$ 470.00 | \$ 7,990.00 | 0.00 | \$ - | \$ 7,990.00 |
| 305 | 8" 90-Degree Bend | 2 | EA | \$ 470.00 | \$ 940.00 | 0.00 | \$ - | \$ 940.00 |
| 306 | 8" Gate Valve | 3 | EA | \$ 2,100.00 | \$ 6,300.00 | 0.00 | \$ - | \$ 6,300.00 |
| 307 | 8"x6" Reducer | 2 | EA | \$ 450.00 | \$ 900.00 | 0.00 | \$ - | \$ 900.00 |
| 308 | DR-14 C900 Water Pipe - 6" Dia | 4 | LF | \$ 55.00 | \$ 192.50 | 0.00 | \$ - | \$ 192.50 |
| 309 | DR-14 C900 Water Pipe - 8" Dia | 1,210 | LF | \$ 55.00 | \$ 66,534.05 | 0.00 | \$ - | \$ 66,534.05 |
| Storm Drain | | | | | | | | |
| 401 | 18" CMP Culvert | 30 | LF | \$ 75.00 | \$ 2,250.00 | 0.00 | \$ - | \$ 2,250.00 |
| 402 | Culvert Outfall Protection Pads (Rip-Rap) | 6 | CY | \$ 150.00 | \$ 900.00 | 0.00 | \$ - | \$ 900.00 |
| 403 | Detention Pond | 1 | EA | \$ 10,000.00 | \$ 10,000.00 | 0.00 | \$ - | \$ 10,000.00 |
| 404 | Stormtech Retention Systems | 12 | 1K FT ³ | \$ 10,000.00 | \$ 121,230.00 | 0.00 | \$ - | \$ 121,230.00 |
| Roadway Improvements | | | | | | | | |
| 501 | Subbase Import - 5" Minus | 4,655 | CY | \$ 55.00 | \$ 256,044.03 | 0.00 | \$ - | \$ 256,044.03 |
| 502 | Crushed Base Import - 1.5" Minus | 956 | CY | \$ 70.00 | \$ 66,894.52 | 0.00 | \$ - | \$ 66,894.52 |
| 503 | 3" Thick Asphalt Surface Course | 7,544 | SY | \$ 26.00 | \$ 196,148.74 | 0.00 | \$ - | \$ 196,148.74 |
| Total Cost of Remaining Improvements | | | | | | | | \$ 983,638.04 |
| Amount to be Financially Guaranteed with Bond 125% | | | | | | | | \$ 1,229,547.55 |

DRAFT



Bond No: 1001130692

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT MBLP Residential Owner LLC, A Montana limited liability Company located at PO Box 160040, Big Sky MT, 59716, as Principal, and U.S. SPECIALTY INSURANCE COMPANY, a Texas corporation, authorized to do business in the State of Montana, as Surety, are, effective upon the recording of the final plat of Lee's Pool Subdivision PUD Phase 2 with the Madison County Clerk and Recorder, held and firmly bound unto Madison County, Montana located at 103 W. Wallace St. – First Floor, Virginia City, MT 59755, as Obligee, in the penal sum of One Million Two Hundred Twenty-Nine Thousand, Five Hundred Forty-Seven and 55/100 (\$1,229,547.55) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by theses presents.

WHEREAS, the above bounded principal has been granted approval by the above named obligee for final plat approval of Lee's Pool Subdivision PUD Phase 2 as set forth at a meeting of the Madison County Commissioners.

WHEREAS, Principal and Obligee entered into a Subdivision Improvements Agreement for the Lee's Pool Subdivision Phase 2 ("SIA") which obligates Principal to construct and install those improvements listed on Exhibit A attached ("Subdivision Improvements")

NOW, THEREFORE, the condition of the above obligation is such, that if the said Principal shall complete the Subdivision Improvements and all other obligations to Obligee in accordance with the SIA or the Obligee delivers a release, then this obligation shall be null and void, otherwise to remain in full force and effect; provided, however, upon Surety's receipt of a partial release from Obligee, the amount the Surety shall be held and firmly bound unto Obligee shall be reduced from \$1,229,547.55 to the amount stated in such partial release.

THE FOREGOING OBLIGATION, however, is limited by the following express conditions, the performance of which shall be a condition precedent to any rights of claims or recovery hereunder;

1. Upon the discovery by the Obligee, or by the Obligee's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Obligee shall endeavor to give written notice thereof with the fullest information obtainable at the time to the Surety at its office at 8 Forest Park Drive, Farmington, CT 06032.
2. Obligee shall not be entitled to recover any amounts hereunder until an Even of Default (as defined in the SIA) has occurred and the 30 day remedy period has expired without cure by Principal.
3. Legal proceedings for recovery hereunder may not be brought unless begun within twelve (12) months from the date of the discovery of the act or omission of the Principal on account of which claim is made.

4. The Principal shall be made a party of any suit or action for recovery hereunder, and no adjustment shall be rendered against the Surety in excess of the penalty of this instrument.
5. No right of action shall accrue hereunder to or for the benefit of anyone other than that Oblige, and the Oblige's right hereunder, may not be assigned without the written consent of the Surety.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representative of the Principal and Surety.

SIGNED, SEALED AND DATED: September 26, 2023

MBLP Residential Owner LLC

By: 

Matthew E. Kidd, its Authorized Signatory

U.S. SPECIALTY INSURANCE COMPANY

By: 

John B. Rowe, Attorney-in-Fact



**TOKIO MARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert B. McGehee, H. Smith McGehee, Michael Misuraca, John B. Rowe, William M. Rowe, III
or Kurt Zimmerman of Clayton, Missouri

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

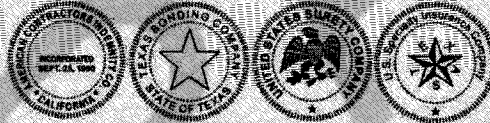
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 26th day of SEPTEMBER, 2023.

Corporate Seals
Bond No. 1001130692
Agency No. 16570




Kio Lo, Assistant Secretary

**Kan't Kopy® K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

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Security Paper**

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- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

DRAFT

EXHIBIT C
Form of Partial Release

_____, _____

Attn: _____

MBLP Residential Owner LLC

Attn: _____

RE: Partial Release of Bond No. _____

Dear _____ and _____:

On _____, _____, 20____, the Madison County Board of Commissioners made and passed a motion to accept the Subdivision Improvements listed on the attached Exhibit A and authorize the release of \$ _____ from Bond No. _____ issued by _____ and filed in the Madison County Clerk and Recorder's Office as Document No. _____, for subdivision improvements for the Lee's Pool Subdivision P.U.D. Phase 2 ("Bond"). The amount which shall now be held and firmly bound unto the County pursuant to the Bond shall be \$ _____.

Thank you,

Board of Commissioners
Madison County

STATE OF MONTANA)
 :ss.
County of Madison)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Notary Public for the State of Montana

(Printed Name)

Residing at: _____

(City/State)

My commission expires: _____, 20__

(S E A L)

EXHIBIT D

(form of Certification Letter)

_____, _____

Attn: _____

RE: Partial Release of Bond No. _____

Dear _____:

On _____, _____, 20____, the Madison County Board of Commissioners made and passed a motion (1) confirming the completion of all Subdivision Improvements listed in that certain Subdivision Improvement Agreement for the Lee's Pool Subdivision P.U.D. Phase 2 filed in the Madison County Clerk and Recorder's Office as Document No. _____ and (2) authorizing the release of \$ _____ from Bond No. _____ issued by _____ and filed in the Madison County clerk and Recorder's Office as Document No. _____ ("Bond"). The amount which shall now be held and firmly bound unto the County pursuant to the Bond shall be \$ _____ (*insert 10% of the total costs of the Subdivision Improvements*).

Thank you,

_____,
Board of Commissioners
Madison County

STATE OF MONTANA)
 :ss.
County of Madison)

This instrument was acknowledged before me on _____, 20____, by _____, as _____ of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Notary Public for the State of Montana

(Printed Name)

Residing at: _____

(City/State)

My commission expires: _____, 20____

(S E A L)

EXHIBIT E

(form of Full Release Letter)

_____, _____

Attn: _____

RE: Full Release of Bond No. _____

Dear _____:

On _____, _____, 20__, the Madison County Board of Commissioners made and passed a motion (1) confirming the expiration of the Warranty Period under that certain Subdivision Improvement Agreement for the Lee's Pool Subdivision P.U.D. Phase 2 filed in the Madison County Clerk and Recorder's Office as Document No. _____ and (2) authorizing the full release of Bond No. _____ issued by _____ and filed in the Madison County clerk and Recorder's Office as Document No. _____ ("Bond"). Pursuant to such Bond, the obligation of the issuer of the Bond to Madison County is now null and void, and such issuer shall be discharged and released from any and all liability and responsibility upon and from such Bond or matters arising therefrom.

Thank you,

Board of Commissioners
Madison County

STATE OF MONTANA)
 :ss.
County of Madison)

This instrument was acknowledged before me on _____, 20____, by _____, as _____ of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Notary Public for the State of Montana

(Printed Name)

Residing at: _____

(City/State)

My commission expires: _____, 20____

(S E A L)



Doc #: 212113 Pages: 22 Book: Page:
 STATE OF MONTANA MADISON COUNTY
 Recorded 10/24/2023 2:10 PM K.O.I.: IMPROVE AGREE
 Paula McKenzie, CLERK & RECORDER
 Fee: \$ 5.00
 BY: Paula McKenzie
 FILE 107,,

DRAFT

MADISON COUNTY PLANNING DEPARTMENT**Memorandum**

To: Madison County Commissioners
From: Cody Marxer, Planning Director
Date: March 19, 2026

Subject: **SIA Request for Extension – Moonlight Basin Lee’s Pool Phase 2 (One & Only) Subdivision**

History

- October 24, 2023 - Subdivision Improvements Agreement (SIA) for Lees’ Pool Phase 2 Subdivision (Lee’s Pool Subdivision PUD) signed by Madison County. Backed by bond number 1001130692 in the amount of \$1,229,547.55.
- August 14, 2024 – Site inspection was conducted; Involved improvements appear to be completed and in working order.
- August 27, 2024 – Partial release of \$596,441.40 from bond number 1001130692 approved by Madison County, leaving \$633,106.14 remaining.

Request

This request is for the granting of an extension for the completion of subdivision improvements. Although a timeline for completion of improvements was not specified by Madison County within the subdivision approval, Exhibit A of the Subdivision Improvements Agreement (Section 6(a)), drafted by the developer, states that the improvements should be completed within two years from the date of the original SIA approval, unless an extension is granted. The request is to extend the SIA, backed by bond number 1001130692, through December 31, 2027.

Recommendation:

It is recommended that the Madison County Board of Commissioners:

- a. Grant the extension of the Moonlight Basin Lee’s Pool Phase 2 (One & Only) Subdivision SIA, backed by bond number 1001130692.

Submitted by:



Cody Marxer
Madison County Planning Director



March 12, 2026

Madison County Planning and Madison County Commissioners
Virginia City, MT 59755

Sent via email to Madison County Planning with hard copy to follow

Re: Moonlight Basin – Lee’s Pool Phase 1 (LP1) and Lee’s Pool Phase 2 (LP2) Subdivisions (One&Only), Subdivision Improvements Agreement (SIA): Request for Extensions

Dear Madison County Planning:

Per Section 6(a) of the respective Subdivision Improvements Agreements (SIAs); the subdivision improvements agreements is valid for two years after final plat approval; unless an extension is granted. Although this is not a County requirement, the final plat approval does reference the actual SIA, so we believe we should be consistent with the SIA. We are requesting that the Madison County Commissioners grant extensions for each of these SIAs, as described below. The recorded SIAs are attached.

Lee’s Pool 1 Subdivision: The final plat for Lee’s Pool 1 Subdivision was approved on April 20, 2021. Our previous request to extend this SIA, backed by bond number 1001130668, through December 31, 2025; was granted by the Commissioners in March 2025. However, we should have requested a longer extension. We expect to submit a full release request before the end of this year (2026), as the improvements were completed in 2025 and a 90% release was approved on December 9, 2025. *We are requesting an extension of this SIA, backed by bond number 1001130668 to be extended through December 31, 2026.*

Lee’s Pool 2 Subdivision: The final plat for the Lee’s Pool 2 Subdivision was approved on October 24, 2023. A partial SIA release was approved on August 27, 2024, which authorized a bond release of approximately 48.5% with \$596,441.40 remaining. *We are requesting an extension of this SIA, backed by bond number 1001130692 to be extended through December 31, 2027.*

It might be helpful to note that when the Moonlight Basin West Subdivision SIA was submitted and ultimately approved in June of 2025, we made sure the SIA “expiration” was more in line with specific expectations (six years after final plat approval). If you have any questions or require further clarification, please contact me directly. Thank you for your efforts on this request.

Sincerely,

Planning and Entitlement Manager

Enclosures: Recorded SIAs for Lee’s Pool 1 and Lee’s Pool 2 Subdivisions

After Recording Return To:
Crowley Fleck PLLP
Attn: Nate Good
PO Box 10969
Bozeman, MT 59719

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
LEE'S POOL SUBDIVISION P.U.D.**

THIS SUBDIVISION IMPROVEMENTS AGREEMENT FOR LEE'S POOL SUBDIVISION P.U.D. (the "Agreement") is made by and between MB Hotel Owner LLC ("Moonlight"), a Montana limited liability company, of P.O. Box 160040, Big Sky, MT 59716, and Madison County (the "County"), with an address for purposes of this Agreement of P.O. Box 278, Virginia City, MT 59755.

RECITALS

A. Moonlight is the developer of the Lee's Pool Subdivision P.U.D. (the "Subdivision"), a proposed platted subdivision in Madison County, Montana. The Subdivision is within the Moonlight Basin Community development, a recreational and residential development consisting of private land, various lodging accommodations, administration buildings, ski and golf resort facilities, and other facilities related to the development.

B. As part of its process for improving the Subdivision, the County requires that Moonlight enter into this Agreement. The purpose of this Agreement is to protect the County. The parties do not intend this Agreement to benefit contractors, suppliers, laborers or others who provide work, services or materials to the Subdivision or for the benefit of purchasers or lot or condominium unit owners within the Subdivision.

C. The mutual promises, covenants and obligations contained in this Agreement are authorized by Montana law and the County's subdivision regulations.

TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

1. **Terminology.** For purposes of this Agreement, the term “Subdivision” refers to the Lee’s Pool Subdivision P.U.D. The term “Subdivision Improvements” refers only to those improvements that are required by Madison County as a condition to the approval of the Subdivision.

2. **Effective Date.** The effective date of this Agreement shall be the date of approval and recordation of the final plat of the Subdivision by the County.

3. **Moonlight’s Obligations.**

3.1 *Agreement to Construct.* Subject to and in accordance with the terms and conditions of this Agreement, Moonlight agrees to cause the construction and installation of the Subdivision Improvements. The Subdivision Improvements are listed on Exhibit A to this Agreement, which is incorporated by reference.

3.2 *Final Plat Approval as Condition.* Moonlight’s obligation to construct and complete the Subdivision Improvements is conditioned upon and shall arise only upon approval and recordation of the final plat of the Subdivision by the County. Moonlight’s obligation to complete the Subdivision Improvements shall not be conditioned upon commencement of construction of the development or sale of any lots or improvements within the Subdivision and shall be independent of any obligations of the County contained in this Agreement.

3.3 *Construction Standards.* The Subdivision Improvements shall be constructed in accordance with the County’s ordinances, resolutions, and regulations.

3.4 *Warranty.* Moonlight warrants that the Subdivision Improvements will be installed in a good and workmanlike manner and in substantial compliance with this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Moonlight shall remain in force and effect as to the Subdivision Improvements until the lapse of one year after the County accepts the completion (the “Warranty Period”).

4. **Security for Moonlight’s Obligation.**

4.1 *Financial Assurance.* To secure the performance of Moonlight’s obligations under this Agreement, Moonlight shall provide the County with a financial assurance instrument (the “Financial Assurance”) in the form of a bond payable to the County (“Bond”). The final plat for the Subdivision shall not be filed, nor shall any conveyance or transfer of title to any

tract or tracts of land within the Subdivision be made, nor any building permit issued, unless the Financial Assurance has been delivered to the County.

4.2 *Bond.* The Bond shall be issued by [U.S. Specialty Insurance Company]. The Bond shall be in the form as is attached as Exhibit B. The Bond shall provide for an amount equal to 125% of the estimated cost to construct the Subdivision Improvements. If at any time the County delivers to [U.S. Specialty Insurance Company] a signed statement or affidavit declaring an Event of Default (defined herein) under this Agreement, then the Bond shall be payable (up to the estimated costs to construct the uncompleted Subdivision Improvements) to the County in accordance with the Bond. Moonlight may substitute the Bond with another Bond, Letter of Credit or other security at its discretion.

5. **County's Obligations.**

5.1 *Periodic Reduction in Bond.* The following procedures shall apply to the Bond:

a. At any time, but not more often than once a month, Moonlight may submit to the County an application for acceptance of a portion of the Subdivision Improvements and a reduction of the amount of the Bond in an amount covering the accepted Subdivision Improvements as of the date of the application and accompanied by appropriate supporting documentation.

b. Within 14 days after receipt of each application for reduction, the County will either deliver to Moonlight an approval of the acceptance and reduction in the form of Exhibit C ("Partial Release") or return the application to Moonlight indicating in writing the County's reasons for refusing to approve the reduction. As part of its review of the application, the County may perform an inspection to verify completion of the work specified in the notice. If the County refuses to deliver a Partial Release, Moonlight may make the necessary corrections and resubmit the application. If the County fails to approve the reduction within 14 days after receipt of an application for reduction, the application shall be deemed approved and upon Moonlight's request, the County shall deliver a Partial Release to Moonlight.

c. Upon receipt of a Partial Release, or an application for reduction that has been deemed approved through expiration of time, Moonlight may submit to the issuer of the Bond the Partial Release and the issuer shall reduce the amount that the County may draw on the Bond pursuant to this Agreement by the amount specified in Partial Release (which amount shall retain 10% to be held as the Warranty Security).

d. If the County incurs fees or expenses to verify approval of an application, it may charge reasonable fees or expenses to Moonlight.

e. Delivery of a Partial Release does not constitute a waiver by the County of the right to draw on the reduced Bond in the event, prior to the expiration of the Warranty Period, of defects in or failure of any improvement listed in the Partial Release.

5.2 *Final Inspection and Certification.* Upon final completion of the Subdivision Improvements, Moonlight shall submit a written notice of completion to the County. Within 14 days of receipt of a notice of completion from Moonlight, the County shall inspect the Subdivision Improvements specified in the notice and, if the County finds that the specified Subdivision Improvements have been completed substantially in accordance with the requirements of this Agreement, the County shall, within 14 days after inspection, issue a letter in the form of Exhibit D certifying acceptance of the Subdivision Improvements (“Certification Letter”). The County’s delivery of a Certification Letter does not constitute a waiver by the County of the right to draw funds under the Financial Assurance in the event, prior to expiration of the Warranty Period, of defects in or failure of any Subdivision Improvement.

5.3 *Notice of Defect.* If, upon inspection of the completed Subdivision Improvements, or if at any time during the Warranty Period, the County finds that the specified Subdivision Improvements have not been completed in accordance with the requirements of this Agreement, the County shall issue a written notice of defect within 14 days after the inspection specifying the respects in which the completed Subdivision Improvements have not been completed in accordance with the requirements of this Agreement. Upon receipt of any such notice of defect, Moonlight shall have 30 days (the “Remedy Period”) to cure any defect identified in the notice and, upon curing the defect, shall provide a new notice of completion to the County. The Remedy Period may be extended beyond 30 days for good cause, as determined by the County. Upon the giving of such a new notice of completion, the provisions of Section 5.3 shall be applicable.

5.4 *Reduction of Security.* The Certification Letter contains a written release of the total amount of the Bond less 10% of the total costs of the Subdivision Improvements to be withheld as warranty security (“Warranty Security”). The Warranty Security shall remain in effect for the one year Warranty Period plus an additional 30 days. Upon expiration of the Warranty Period (plus an additional 30 days), the County shall deliver to Moonlight a release letter in the form of Exhibit E.

5.5 *Use of Proceeds.* The County shall use funds drawn, if any, under the Bond only for the purposes of completing the Subdivision Improvements or correcting defects in the Subdivision Improvements.

6. Default.

6.1 *Events of Default.* A default by Moonlight (“Event of Default”) shall exist after notice, opportunity to cure, and opportunity for a hearing, if:

- a. Moonlight fails to complete construction of the Subdivision Improvements within two years of final plat approval; provided, however, that this two-year period may be extended for good cause, as reasonably determined by the County;
- b. Moonlight fails to remedy any defect identified in a notice of defect within the Remedy Period;
- c. Moonlight becomes insolvent or files a voluntary petition in bankruptcy; or
- d. There is a foreclosure of the property that makes up the Subdivision or an assignment or conveyance of such property in lieu of foreclosure.

6.2 *Notice of Default.* Upon discovery by the County of an occurrence of an Event of Default, the County must give notice of such Event of Default to Moonlight. In order to be effective, a notice of an Event of Default as to the Subdivision Improvements must be delivered prior to expiration of the Warranty Period for the Subdivision Improvements. Upon receipt of an effective notice of an Event of Default, Moonlight shall have thirty (30) days from the date the notice is issued to remedy the defect. The County may not declare an Event of Default under this Agreement during the thirty (30) day remedy period unless Moonlight gives notice to the County that Moonlight does not intend to correct the defect. If, within the thirty (30) day remedy period, Moonlight fails to correct the defect stated in the notice, then the County may declare that an Event of Default exists, in which case the County shall be entitled to (a) make a draw on the Bond for the amount necessary to cure the Event of Default in a manner consistent with the approved Plans up to the then current amount of the Bond; and (b) suspend final plat approval during which time Moonlight shall have no right to sell, transfer or otherwise convey additional lots within the Subdivision without the express written approval of the County or until the Subdivision Improvements are completed and certified by the County; provided, however, that nothing in this paragraph shall prevent purchasers of property within the Subdivision from selling such property to third parties. The right of the County to complete or cause completion of the Subdivision Improvements shall include the following rights: The County shall have the right to complete the Subdivision Improvements, in substantial accordance with the plans, the estimated construction costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Subdivision by purchase, foreclosure, or otherwise. Any funds obtained by the County under the Bond shall only be used by the County to pay the costs of completion of the Subdivision Improvements substantially in accordance with the plans and other requirements of this Agreement. Moonlight shall be

responsible for any amounts necessary to complete the Subdivision Improvements in excess of the funds available under the Bond.

6.3 *Protection of Innocent Purchasers.* The Bond furnished to the County under this Agreement is designed to assure completion of the Subdivision Improvements and to protect the County from bearing the cost of completing the Subdivision Improvements. Accordingly, the County shall have recourse only under the Bond and shall not have recourse against third parties who purchase lots or condominium units or acquire interests in the Subdivision.

7. Miscellaneous.

7.1 *Indemnification.* Moonlight agrees to indemnify and hold the County harmless for and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work under this Agreement, except to the extent that such claims, costs or liability arise out of the negligence or intentional misconduct of the County. Nothing in this paragraph shall be intended to waive any immunity that exists by statute or common law.

7.2 *Third Party Beneficiaries.* Except as provided in this Agreement, no person or entity, other than a party to this Agreement, shall have any right of action under this Agreement, including, but not limited to, lenders, lot or condominium unit buyers and materialmen, laborers or others providing work, services, or materials for the Subdivision Improvements.

7.3 *Assignability.* Moonlight's obligations under this Agreement may not be assigned without the consent of the County, which consent shall not be withheld unreasonably, and a grantee or transferee of Moonlight shall not be obligated to fulfill any of the obligations of Moonlight under this Agreement unless such grantee or transferee is the successor or assignee of Moonlight in its capacity as developer of the Subdivision. Nothing in this paragraph shall prevent Moonlight from conveying interests in lots or condominiums units in the ordinary course of business.

7.4 *Notices.* Any written notice required to be given under this Agreement shall be completed when personally delivered or when such notice has been deposited in the United States mail, first class, certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth on the first page of this Agreement. A party wishing to change its address shall do so by providing notice in writing to the other party.

7.5 *Further Assurances.* At any time, and from time to time, upon request of either party, the other party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the

requesting party, be necessary or desirable in order to effectuate, complete or perfect the right of the parties under this Agreement.

7.6 *Governing Law.* This Agreement shall be construed in accordance with Montana laws. Venue for any dispute arising between the parties shall be in Montana's Fifth Judicial District Court, Madison County.

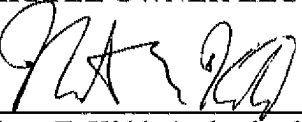
7.7 *Force Majeure.* Neither party shall be liable for failure to perform under this Agreement if such failure is the result of Force Majeure and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any Force Majeure. "Force Majeure" shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, fire or other casualty, or action of government authorities. Nothing in this paragraph shall be construed to relieve Moonlight of its obligation to complete the Subdivision Improvements.

7.8 *Entire Agreement.* This Agreement and any agreement or document referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged in this Agreement.

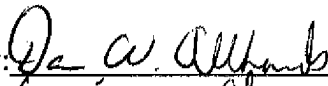
* * * * *

IN WITNESS WHEREOF, the parties have read, considered and signed this Agreement effective as of the date specified above.

MB HOTEL OWNER LLC

By: 
Matthew E. Kidd, Authorized Signatory

MADISON COUNTY

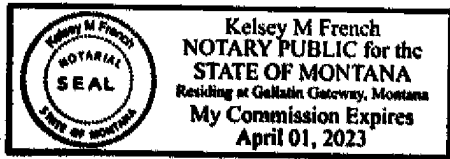
By: 
Its: Commission Chairman

STATE OF Montana)
)
) :SS
COUNTY OF Gallatin)

This instrument was acknowledged before me on February 9, 2021, by Matthew E. Kidd, as Managing Director of MB Hotel Owner LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

(SEAL)

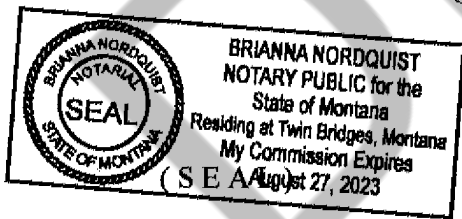


[Signature] [signature]
Notary Public for the State of Montana
Kelsey M. French
(Printed Name)
Residing at: Gallatin Gateway, Montana
(City) (State)
My commission expires: April 1, 2023
(Month/Day/Year)

STATE OF MONTANA)
) :SS.
County of Madison)

This instrument was acknowledged before me on April 20, 2021 by Dan W. Allhands as Commissioner of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.



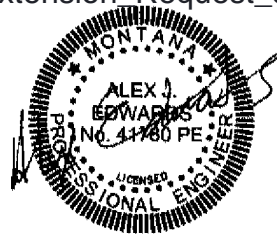
[Signature]
Notary Public for the State of Montana
Brianna Nordquist
(Printed Name)
Residing at: Twin Bridges, MT
(City/State)
My commission expires: Aug 27, 2023

EXHIBIT A

**DESCRIPTION OF SUBDIVISION IMPROVEMENTS
AND ESTIMATED COSTS**

DRAFT

Lee's Pool Subdivision P.U.D.
 Engineer's Opinion of Probable Cost
 December 21, 2020



LEE'S POOL - SUBDIVISION IMPROVEMENTS COST ESTIMATE

| Item No. | Description | Construction Quantity | Units | Unit Price | Construction Amount | Quantity Completed | Completed Cost |
|-----------------------------|---|-----------------------|-------|---------------|---|--------------------|----------------|
| General | | | | | | | |
| 100 | Mobilization | 1 | LS | \$ 344,483.50 | \$ 344,483.50 | 0.00 | \$ - |
| 101 | Clearing & Grubbing | 14.14 | AC | \$ 6,800.00 | \$ 96,182.00 | 0.00 | \$ - |
| 102 | Excavation & Embankment | 1 | LS | \$ 683,379.00 | \$ 683,379.00 | 0.00 | \$ - |
| 103 | Restoration & Hydroseed | 6.63 | AC | \$ 21,000.00 | \$ 139,230.00 | 0.00 | \$ - |
| 104 | Rock Excavation & Disposal | 180 | CY | \$ 80.00 | \$ 12,000.00 | 0.00 | \$ - |
| Sewer | | | | | | | |
| 200 | Connect to Existing Gravity Network | 3 | EA | \$ 2,000.00 | \$ 6,000.00 | 0.00 | \$ - |
| 201 | 2" Polyethylene (PE) Pipe - 2' | 708 | LF | \$ 30.00 | \$ 21,240.00 | 0.00 | \$ - |
| 202 | SDR 35 Sewer Pipe - 4" Dia | 1,268 | LF | \$ 26.00 | \$ 32,988.00 | 0.00 | \$ - |
| 203 | SDR 35 Sewer Pipe - 8" Dia | 12473 | LF | \$ 50.00 | \$ 623,650.00 | 0.00 | \$ - |
| 204 | SDR 35 Pre-Insulated Sewer Pipe - 8" Dia | 111 | LF | \$ 120.00 | \$ 13,320.00 | 0.00 | \$ - |
| 205 | Sanitary Sewer Service Connection | 44 | EA | \$ 850.00 | \$ 37,400.00 | 0.00 | \$ - |
| 206 | Sanitary Sewer Manhole - 48" Dia | 90 | EA | \$ 4,500.00 | \$ 405,000.00 | 0.00 | \$ - |
| 207 | Sanitary Sewer Drop Manhole - 80" Dia | 4 | EA | \$ 6,500.00 | \$ 26,000.00 | 0.00 | \$ - |
| 208 | Extra Depth Sanitary Sewer Manhole | 452.5 | VF | \$ 400.00 | \$ 181,000.00 | 0.00 | \$ - |
| 209 | 4" Wide XPS Insulation - 4" Thick | 633 | LF | \$ 20.00 | \$ 10,660.00 | 0.00 | \$ - |
| 210 | Impermeable Trench Plug | 7 | EA | \$ 2,500.00 | \$ 17,500.00 | 0.00 | \$ - |
| 211 | Lift Station - 60" Dia | 1 | LS | \$ 140,000.00 | \$ 140,000.00 | 0.00 | \$ - |
| 212 | Valve Vault - 48" Dia | 1 | LS | \$ 8,000.00 | \$ 8,000.00 | 0.00 | \$ - |
| 213 | Portable Crane Pad with Crane | 1 | LS | \$ 2,000.00 | \$ 2,000.00 | 0.00 | \$ - |
| 214 | 2" Mueller Ball Valve w/Curb Box | 1 | EA | \$ 350.00 | \$ 350.00 | 0.00 | \$ - |
| 215 | Excavatable Flowable Fill | 24 | CY | \$ 230.00 | \$ 5,520.00 | 0.00 | \$ - |
| 216 | Buried Utility Crossing | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 0.00 | \$ - |
| 217 | Woven Geotextile Fabric (Restoration) | 693 | SY | \$ 2.50 | \$ 1,482.50 | 0.00 | \$ - |
| 218 | Subbase - 5" Minus (Restoration) | 198 | CY | \$ 60.00 | \$ 9,900.00 | 0.00 | \$ - |
| 219 | Crushed Base - 1.5" Minus (Restoration) | 99 | CY | \$ 55.00 | \$ 5,445.00 | 0.00 | \$ - |
| 220 | Remove & Replace Asphalt (Restoration) | 396 | SY | \$ 46.00 | \$ 18,216.00 | 0.00 | \$ - |
| 221 | Sewer Aerial Crossing | 1 | LS | \$ 30,000.00 | \$ 30,000.00 | 0.00 | \$ - |
| Water | | | | | | | |
| 300 | Connect to Existing Water Supply Network | 6 | EA | \$ 1,500.00 | \$ 9,000.00 | 0.00 | \$ - |
| 301 | DR-7 Polyethylene Pipe - 1.5" Dia | 1,580 | LF | \$ 38.00 | \$ 60,040.00 | 0.00 | \$ - |
| 302 | C-900 PVC, DR 14 Water Pipe - 6" Dia | 281 | LF | \$ 55.00 | \$ 13,805.00 | 0.00 | \$ - |
| 303 | C-900 PVC, DR 14 Water Pipe - 8" Dia | 18071 | LF | \$ 50.00 | \$ 903,550.00 | 0.00 | \$ - |
| 304 | 1.5" Water Service Connections | 44 | EA | \$ 375.00 | \$ 16,500.00 | 0.00 | \$ - |
| 305 | 8" Gate Valve | 43 | EA | \$ 1,980.00 | \$ 83,650.00 | 0.00 | \$ - |
| 306 | 8"x4" Tee | 1 | EA | \$ 420.00 | \$ 420.00 | 0.00 | \$ - |
| 307 | 8"x6" Tee | 25 | EA | \$ 560.00 | \$ 13,760.00 | 0.00 | \$ - |
| 308 | 6" 11.25-Degree Bend | 1 | EA | \$ 500.00 | \$ 500.00 | 0.00 | \$ - |
| 309 | 6" 45-Degree Bend | 3 | EA | \$ 500.00 | \$ 1,500.00 | 0.00 | \$ - |
| 310 | 8" 11.25-Degree Bend | 81 | EA | \$ 525.00 | \$ 42,525.00 | 0.00 | \$ - |
| 311 | 8" 22.5-Degree Bend | 91 | EA | \$ 525.00 | \$ 47,775.00 | 0.00 | \$ - |
| 312 | 8" 45-Degree Bend | 7 | EA | \$ 525.00 | \$ 3,675.00 | 0.00 | \$ - |
| 313 | 8" 90-Degree Bend | 11 | EA | \$ 525.00 | \$ 5,775.00 | 0.00 | \$ - |
| 314 | 8" M.J. Cap | 7 | EA | \$ 400.00 | \$ 2,800.00 | 0.00 | \$ - |
| 315 | Curb Stop & Blow-off Assembly | 3 | EA | \$ 3,000.00 | \$ 9,000.00 | 0.00 | \$ - |
| 316 | Fire Hydrant Assembly (Variable Bury Depth) | 25 | EA | \$ 5,000.00 | \$ 125,000.00 | 0.00 | \$ - |
| 317 | Impermeable Trench Plug | 11 | EA | \$ 2,500.00 | \$ 27,500.00 | 0.00 | \$ - |
| 318 | 4" Wide XPS Insulation - 4" Thick | 300 | LF | \$ 20.00 | \$ 6,000.00 | 0.00 | \$ - |
| 319 | Excavatable Flowable Fill | 72 | CY | \$ 230.00 | \$ 16,560.00 | 0.00 | \$ - |
| 320 | Woven Geotextile Fabric (Restoration) | 2,787 | SY | \$ 2.80 | \$ 8,967.60 | 0.00 | \$ - |
| 321 | Subbase - 5" Minus (Restoration) | 1393 | CY | \$ 50.00 | \$ 69,650.00 | 0.00 | \$ - |
| 322 | Crushed Base - 1.5" Minus (Restoration) | 619 | CY | \$ 55.00 | \$ 34,045.00 | 0.00 | \$ - |
| 323 | Remove & Replace Asphalt (Restoration) | 760 | SY | \$ 46.00 | \$ 34,960.00 | 0.00 | \$ - |
| 324 | Pressure Relief Vault (PRV) | 1 | EA | \$ 80,000.00 | \$ 80,000.00 | 0.00 | \$ - |
| 325 | Buried Utility Crossing | 21 | EA | \$ 1,000.00 | \$ 21,000.00 | 0.00 | \$ - |
| Storm Drain | | | | | | | |
| 400 | 8" SDR-35 PVC Pipe | 166 | LF | \$ 80.00 | \$ 8,400.00 | 0.00 | \$ - |
| 401 | 10" SDR-35 PVC Pipe | 170 | LF | \$ 62.00 | \$ 8,840.00 | 0.00 | \$ - |
| 402 | 12" SDR-35 PVC Pipe | 86 | LF | \$ 62.00 | \$ 4,472.00 | 0.00 | \$ - |
| 403 | 15" SDR-35 PVC Pipe | 48 | LF | \$ 54.00 | \$ 2,682.00 | 0.00 | \$ - |
| 404 | 18" CMP Culvert | 120 | LF | \$ 35.00 | \$ 4,200.00 | 0.00 | \$ - |
| 405 | 18" CMP Culvert | 703 | LF | \$ 42.00 | \$ 29,526.00 | 0.00 | \$ - |
| 406 | 30" CMP Culvert | 48 | LF | \$ 80.00 | \$ 3,840.00 | 0.00 | \$ - |
| 407 | 36" CMP Culvert | 120 | LF | \$ 125.00 | \$ 15,000.00 | 0.00 | \$ - |
| 408 | 48" CMP Culvert | 137 | LF | \$ 150.00 | \$ 20,550.00 | 0.00 | \$ - |
| 409 | 18" RCP Pipe | 32 | LF | \$ 120.00 | \$ 3,840.00 | 0.00 | \$ - |
| 410 | 14"x22" ARCP Culvert | 170 | LF | \$ 110.00 | \$ 18,700.00 | 0.00 | \$ - |
| 411 | 27"x44" ARCP Culvert | 66 | LF | \$ 140.00 | \$ 12,040.00 | 0.00 | \$ - |
| 412 | 60" CMP Culvert | 46 | EA | \$ 220.00 | \$ 10,960.00 | 0.00 | \$ - |
| 413 | 48"x36" Bottomless Culvert | 1 | LS | \$ 62,000.00 | \$ 62,000.00 | 0.00 | \$ - |
| 414 | Culvert Outfall Protection Pads (Rip-Rap) | 387 | CY | \$ 63.00 | \$ 24,381.00 | 0.00 | \$ - |
| 415 | Turf Reinforcement Mat | 4,080 | SF | \$ 1.20 | \$ 4,896.00 | 0.00 | \$ - |
| 416 | Erosion Control Ditch | 3,781 | LF | \$ 6.00 | \$ 22,686.00 | 0.00 | \$ - |
| 417 | 1' Thick Rip-Rap Ditch | 1,009 | LF | \$ 14.00 | \$ 14,126.00 | 0.00 | \$ - |
| 418 | 48" Catch Basin | 2 | EA | \$ 4,000.00 | \$ 8,000.00 | 0.00 | \$ - |
| 419 | 48" Stormwater Detention Structure | 7 | EA | \$ 4,575.00 | \$ 32,025.00 | 0.00 | \$ - |
| 420 | Stormwater Detention Pond | 7 | EA | \$ 2,800.00 | \$ 19,600.00 | 0.00 | \$ - |
| Roadway Improvements | | | | | | | |
| 500 | Woven Geotextile Fabric | 34,584 | SY | \$ 2.50 | \$ 86,460.00 | 0.00 | \$ - |
| 501 | Subbase Input - 5" Minus | 20,900 | CY | \$ 60.00 | \$ 1,045,000.00 | 0.00 | \$ - |
| 502 | Crushed Base Input - 1.5" Minus | 3,769 | CY | \$ 55.00 | \$ 207,745.00 | 0.00 | \$ - |
| 503 | 3" Thick Asphalt Surface Course | 25,715 | SY | \$ 26.00 | \$ 668,698.00 | 0.00 | \$ - |
| 504 | 4-Way Duct Bank | 512 | LF | \$ 64.00 | \$ 32,768.00 | 0.00 | \$ - |
| 505 | Dry Utility Trench (Elec. & Fiber) | 9,520 | LF | \$ 11.00 | \$ 104,720.00 | 0.00 | \$ - |
| 506 | Erosion Control Blanket CT25BN (6'x8') | 12,715 | LF | \$ 5.00 | \$ 63,575.00 | 0.00 | \$ - |
| 507 | Traffic Signs | 10 | EA | \$ 650.00 | \$ 6,500.00 | 0.00 | \$ - |
| 508 | Utility Bridge Package | 1 | LS | \$ 280,000.00 | \$ 280,000.00 | 0.00 | \$ - |
| | | | | | Total Cost of Remaining Improvements | | |
| | | | | | Amount to be Financially Guaranteed with Bond (125% of Total Costs) | | |

EXHIBIT B

BOND

DRAFT



Bond Number: 1001130668
Initial Premium: \$135,632.50

Subdivision Improvement Faithful Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, MB Hotel Owner LLC, a Delaware Limited Liability Company
U.S. Specialty Insurance Company as Principal, and
a corporation organized and existing under the laws of the State of Texas and authorized to
transact a general surety business in the State of Montana, as Surety, are held and firmly bound
unto Madison County, Montana

as Obligee, in the amount of Nine Million Forty Two Thousand Once Hundred Sixty Six and Eighty Eight Cents
(\$ 9,042,166.88) Dollars
lawful money of the United States of America, for the payment whereof, well and truly
to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these
presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that

WHEREAS, The Board of Supervisors of the County of Madison (or the City Council of the
City of _____), State of Montana, and the Principal have entered into an agreement
whereby principal agrees to install and complete certain designated public improvements described as Lee's Pool Subdivision P.U.D. subdivision improvements

In Tract Number / Parcel Map No. _____

WHEREAS, said Principal is required by the Obligee to furnish a bond for the faithful performance of the subject
improvements.

NOW, THEREFORE, if the above-bounded Principal shall install the offsite improvements as indicated above in
accordance with the plans approved by the Obligee, then this obligation shall be null and void, otherwise to
remain in full force and effect.

Signed and sealed this 25th day of January, 2021.

Principal (s):

MB Hotel Owner LLC

By:

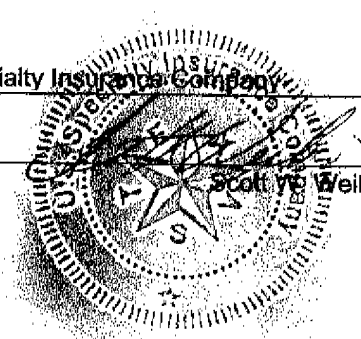
Matthew E. Kidd, Authorized Signatory

Surety:

U.S. Specialty Insurance Company

By:

Scott Weiler Attorney-In-Fact





TOKIO MARINE
HCC

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

William M. Rowe, III., Robert B. McGehee, H. Smith McGehee or Scott William Weiler of Clayton, Missouri

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars

(~~75,000,000.00~~). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

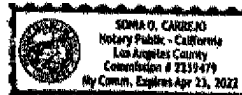
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

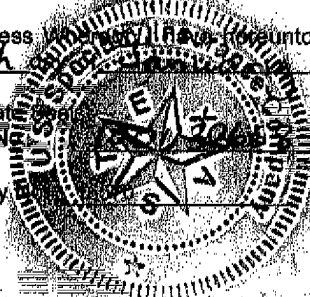
Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25th day of September, 2021.

Corporate Seal
Bond No.
Agency



Kio Lo, Assistant Secretary

EXHIBIT C
Form of Partial Release

Attn: _____

MB Hotel Owner LLC

Attn: _____

RE: Partial Release of Bond No. _____

Dear _____ and _____:

On _____, _____, 20____, the Madison County Board of Commissioners made and passed a motion to accept the Subdivision Improvements listed on the attached Exhibit A and authorize the release of \$ _____ from Bond No. _____ issued by _____ and filed in the Madison County Clerk and Recorder's Office as Document No. _____, for subdivision improvements for the Lee's Pool Subdivision P.U.D. ("Bond"). The amount which shall now be held and firmly bound unto the County pursuant to the Bond shall be \$ _____.

Thank you,

Board of Commissioners
Madison County

STATE OF MONTANA)
)
:SS.
County of Madison)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Notary Public for the State of Montana

(Printed Name)

Residing at: _____

(City/State)

My commission expires: _____, 20__

(S E A L)

EXHIBIT D

(form of Certification Letter)

Attn: _____

RE: Partial Release of Bond No. _____

Dear _____:

On _____, _____, 20____, the Madison County Board of Commissioners made and passed a motion (1) confirming the completion of all Subdivision Improvements listed in that certain Subdivision Improvement Agreement for the Lee's Pool Subdivision P.U.D. filed in the Madison County Clerk and Recorder's Office as Document No. _____ and (2) authorizing the release of \$ _____ from Bond No. _____ issued by _____ and filed in the Madison County clerk and Recorder's Office as Document No. _____ ("Bond"). The amount which shall now be held and firmly bound unto the County pursuant to the Bond shall be \$ _____ (*insert 10% of the total costs of the Subdivision Improvements*).

Thank you,

Board of Commissioners
Madison County

STATE OF MONTANA)
)
:ss.
County of Madison)

This instrument was acknowledged before me on _____, 20____, by _____, as _____ of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Notary Public for the State of Montana

(Printed Name)

Residing at: _____
(City/State)

My commission expires: _____, 20____

(S E A L)

EXHIBIT E

(form of Full Release Letter)

_____, _____

Attn: _____

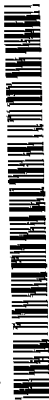
RE: Full Release of Bond No. _____

Dear _____:

On _____, _____, 20____, the Madison County Board of Commissioners made and passed a motion (1) confirming the expiration of the Warranty Period under that certain Subdivision Improvement Agreement for the Lee's Pool Subdivision P.U.D. filed in the Madison County Clerk and Recorder's Office as Document No. _____ and (2) authorizing the full release of Bond No. _____ issued by _____ and filed in the Madison County clerk and Recorder's Office as Document No. _____ ("Bond"). Pursuant to such Bond, the obligation of the issuer of the Bond to Madison County is now null and void, and such issuer shall be discharged and released from any and all liability and responsibility upon and from such Bond or matters arising therefrom.

Thank you,

Board of Commissioners
Madison County



Doc #: 196661 Pages: 21 Book: Page:
STATE OF MONTANA MADISON COUNTY
Recorded 4/22/2021 2:30 PM KOT: IMPROVE AGREE
Paula McKenzie, CLERK & RECORDER
Fee: \$ 5.00
BY: Paula McKenzie
To: FILE 107-B,

DRAFT

After Recording Return To:
Crowley Fleck PLLP
Attn: Nate Good
PO Box 10969
Bozeman, MT 59719

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
LEE'S POOL SUBDIVISION P.U.D. PHASE 2**

THIS SUBDIVISION IMPROVEMENTS AGREEMENT FOR LEE'S POOL SUBDIVISION P.U.D. PHASE 2 (the "Agreement") is made by and between MB Hotel Owner LLC ("Moonlight"), a Montana limited liability company, of P.O. Box 160040, Big Sky, MT 59716, and Madison County (the "County"), with an address for purposes of this Agreement of P.O. Box 278, Virginia City, MT 59755.

RECITALS

A. Moonlight is the developer of the Lee's Pool Subdivision P.U.D. Phase 2 (the "Subdivision"), a proposed platted subdivision in Madison County, Montana. The Subdivision is within the Moonlight Basin Community development, a recreational and residential development consisting of private land, various lodging accommodations, administration buildings, ski and golf resort facilities, and other facilities related to the development.

B. As part of its process for improving the Subdivision, the County requires that Moonlight enter into this Agreement. The purpose of this Agreement is to protect the County. The parties do not intend this Agreement to benefit contractors, suppliers, laborers or others who provide work, services or materials to the Subdivision or for the benefit of purchasers or lot or condominium unit owners within the Subdivision.

C. The mutual promises, covenants and obligations contained in this Agreement are authorized by Montana law and the County's subdivision regulations.

TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

1. **Terminology.** For purposes of this Agreement, the term “Subdivision” refers to the Lee’s Pool Subdivision P.U.D. Phase 2. The term “Subdivision Improvements” refers only to those improvements that are required by Madison County as a condition to the approval of the Subdivision.

2. **Effective Date.** The effective date of this Agreement shall be the date of approval and recordation of the final plat of the Subdivision by the County.

3. **Moonlight’s Obligations.**

3.1 *Agreement to Construct.* Subject to and in accordance with the terms and conditions of this Agreement, Moonlight agrees to cause the construction and installation of the Subdivision Improvements. The Subdivision Improvements are listed on Exhibit A to this Agreement, which is incorporated by reference.

3.2 *Final Plat Approval as Condition.* Moonlight’s obligation to construct and complete the Subdivision Improvements is conditioned upon and shall arise only upon approval and recordation of the final plat of the Subdivision by the County. Moonlight’s obligation to complete the Subdivision Improvements shall not be conditioned upon commencement of construction of the development or sale of any lots or improvements within the Subdivision and shall be independent of any obligations of the County contained in this Agreement.

3.3 *Construction Standards.* The Subdivision Improvements shall be constructed in accordance with the County’s ordinances, resolutions, and regulations.

3.4 *Warranty.* Moonlight warrants that the Subdivision Improvements will be installed in a good and workmanlike manner and in substantial compliance with this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Moonlight shall remain in force and effect as to the Subdivision Improvements until the lapse of one year after the County accepts the completion (the “Warranty Period”).

4. **Security for Moonlight’s Obligation.**

4.1 *Financial Assurance.* To secure the performance of Moonlight’s obligations under this Agreement, Moonlight shall provide the County with a financial assurance instrument (the “Financial Assurance”) in the form of a bond payable to the County (“Bond”). The final plat for the Subdivision shall not be filed, nor shall any conveyance or transfer of title to any tract or tracts of land within the Subdivision be made, nor any building permit issued, unless the Financial Assurance has been delivered to the County.

4.2 *Bond.* The Bond shall be issued by U.S. Specialty Insurance Company. The Bond shall be in the form as is attached as Exhibit B. The Bond shall provide for an amount equal to 125% of the estimated cost to construct the Subdivision Improvements. If at any time the County delivers to U.S. Specialty Insurance Company a signed statement or affidavit declaring an Event of Default (defined herein) under this Agreement, then the Bond shall be payable (up to the estimated costs to construct the uncompleted Subdivision Improvements) to the County in accordance with the Bond. Moonlight may substitute the Bond with another Bond, Letter of Credit or other security at its discretion.

5. **County's Obligations.**

Bond: 5.1 *Periodic Reduction in Bond.* The following procedures shall apply to the

a. At any time, but not more often than once a month, Moonlight may submit to the County an application for acceptance of a portion of the Subdivision Improvements and a reduction of the amount of the Bond in an amount covering the accepted Subdivision Improvements as of the date of the application and accompanied by appropriate supporting documentation.

b. Within 14 days after receipt of each application for reduction, the County will either deliver to Moonlight an approval of the acceptance and reduction in the form of Exhibit C ("Partial Release") or return the application to Moonlight indicating in writing the County's reasons for refusing to approve the reduction. As part of its review of the application, the County may perform an inspection to verify completion of the work specified in the notice. If the County refuses to deliver a Partial Release, Moonlight may make the necessary corrections and resubmit the application. If the County fails to approve the reduction within 14 days after receipt of an application for reduction, the application shall be deemed approved and upon Moonlight's request, the County shall deliver a Partial Release to Moonlight.

c. Upon receipt of a Partial Release, or an application for reduction that has been deemed approved through expiration of time, Moonlight may submit to the issuer of the Bond the Partial Release and the issuer shall reduce the amount that the County may draw on the Bond pursuant to this Agreement by the amount specified in Partial Release (which amount shall retain 10% to be held as the Warranty Security).

d. If the County incurs fees or expenses to verify approval of an application, it may charge reasonable fees or expenses to Moonlight.

e. Delivery of a Partial Release does not constitute a waiver by the County of the right to draw on the reduced Bond in the event, prior to the expiration

of the Warranty Period, of defects in or failure of any improvement listed in the Partial Release.

5.2 *Final Inspection and Certification.* Upon final completion of the Subdivision Improvements, Moonlight shall submit a written notice of completion to the County. Within 14 days of receipt of a notice of completion from Moonlight, the County shall inspect the Subdivision Improvements specified in the notice and, if the County finds that the specified Subdivision Improvements have been completed substantially in accordance with the requirements of this Agreement, the County shall, within 14 days after inspection, issue a letter in the form of Exhibit D certifying acceptance of the Subdivision Improvements (“Certification Letter”). The County’s delivery of a Certification Letter does not constitute a waiver by the County of the right to draw funds under the Financial Assurance in the event, prior to expiration of the Warranty Period, of defects in or failure of any Subdivision Improvement.

5.3 *Notice of Defect.* If, upon inspection of the completed Subdivision Improvements, or if at any time during the Warranty Period, the County finds that the specified Subdivision Improvements have not been completed in accordance with the requirements of this Agreement, the County shall issue a written notice of defect within 14 days after the inspection specifying the respects in which the completed Subdivision Improvements have not been completed in accordance with the requirements of this Agreement. Upon receipt of any such notice of defect, Moonlight shall have 30 days (the “Remedy Period”) to cure any defect identified in the notice and, upon curing the defect, shall provide a new notice of completion to the County. The Remedy Period may be extended beyond 30 days for good cause, as determined by the County. Upon the giving of such a new notice of completion, the provisions of Section 5.3 shall be applicable.

5.4 *Reduction of Security.* The Certification Letter contains a written release of the total amount of the Bond less 10% of the total costs of the Subdivision Improvements to be withheld as warranty security (“Warranty Security”). The Warranty Security shall remain in effect for the one year Warranty Period plus an additional 30 days. Upon expiration of the Warranty Period (plus an additional 30 days), the County shall deliver to Moonlight a release letter in the form of Exhibit E.

5.5 *Use of Proceeds.* The County shall use funds drawn, if any, under the Bond only for the purposes of completing the Subdivision Improvements or correcting defects in the Subdivision Improvements.

6. **Default.**

6.1 *Events of Default.* A default by Moonlight (“Event of Default”) shall exist after notice, opportunity to cure, and opportunity for a hearing, if:

- a. Moonlight fails to complete construction of the Subdivision Improvements within two years of final plat approval; provided, however, that this

two-year period may be extended for good cause, as reasonably determined by the County;

b. Moonlight fails to remedy any defect identified in a notice of defect within the Remedy Period;

c. Moonlight becomes insolvent or files a voluntary petition in bankruptcy; or

d. There is a foreclosure of the property that makes up the Subdivision or an assignment or conveyance of such property in lieu of foreclosure.

6.2 *Notice of Default.* Upon discovery by the County of an occurrence of an Event of Default, the County must give notice of such Event of Default to Moonlight. In order to be effective, a notice of an Event of Default as to the Subdivision Improvements must be delivered prior to expiration of the Warranty Period for the Subdivision Improvements. Upon receipt of an effective notice of an Event of Default, Moonlight shall have thirty (30) days from the date the notice is issued to remedy the defect. The County may not declare an Event of Default under this Agreement during the thirty (30) day remedy period unless Moonlight gives notice to the County that Moonlight does not intend to correct the defect. If, within the thirty (30) day remedy period, Moonlight fails to correct the defect stated in the notice, then the County may declare that an Event of Default exists, in which case the County shall be entitled to (a) make a draw on the Bond for the amount necessary to cure the Event of Default in a manner consistent with the approved Plans up to the then current amount of the Bond; and (b) suspend final plat approval during which time Moonlight shall have no right to sell, transfer or otherwise convey additional lots within the Subdivision without the express written approval of the County or until the Subdivision Improvements are completed and certified by the County; provided, however, that nothing in this paragraph shall prevent purchasers of property within the Subdivision from selling such property to third parties. The right of the County to complete or cause completion of the Subdivision Improvements shall include the following rights: The County shall have the right to complete the Subdivision Improvements, in substantial accordance with the plans, the estimated construction costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Subdivision by purchase, foreclosure, or otherwise. Any funds obtained by the County under the Bond shall only be used by the County to pay the costs of completion of the Subdivision Improvements substantially in accordance with the plans and other requirements of this Agreement. Moonlight shall be responsible for any amounts necessary to complete the Subdivision Improvements in excess of the funds available under the Bond.

6.3 *Protection of Innocent Purchasers.* The Bond furnished to the County under this Agreement is designed to assure completion of the Subdivision Improvements and to protect the County from bearing the cost of completing the Subdivision Improvements. Accordingly, the County shall have recourse only under the Bond and shall not have recourse

against third parties who purchase lots or condominium units or acquire interests in the Subdivision.

7. Miscellaneous.

7.1 *Indemnification.* Moonlight agrees to indemnify and hold the County harmless for and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work under this Agreement, except to the extent that such claims, costs or liability arise out of the negligence or intentional misconduct of the County. Nothing in this paragraph shall be intended to waive any immunity that exists by statute or common law.

7.2 *Third Party Beneficiaries.* Except as provided in this Agreement, no person or entity, other than a party to this Agreement, shall have any right of action under this Agreement, including, but not limited to, lenders, lot or condominium unit buyers and materialmen, laborers or others providing work, services, or materials for the Subdivision Improvements.

7.3 *Assignability.* Moonlight's obligations under this Agreement may not be assigned without the consent of the County, which consent shall not be withheld unreasonably, and a grantee or transferee of Moonlight shall not be obligated to fulfill any of the obligations of Moonlight under this Agreement unless such grantee or transferee is the successor or assignee of Moonlight in its capacity as developer of the Subdivision. Nothing in this paragraph shall prevent Moonlight from conveying interests in lots or condominiums units in the ordinary course of business.

7.4 *Notices.* Any written notice required to be given under this Agreement shall be completed when personally delivered or when such notice has been deposited in the United States mail, first class, certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth on the first page of this Agreement. A party wishing to change its address shall do so by providing notice in writing to the other party.

7.5 *Further Assurances.* At any time, and from time to time, upon request of either party, the other party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the right of the parties under this Agreement.

7.6 *Governing Law.* This Agreement shall be construed in accordance with Montana laws. Venue for any dispute arising between the parties shall be in Montana's Fifth Judicial District Court, Madison County.

7.7 *Force Majeure.* Neither party shall be liable for failure to perform under this Agreement if such failure is the result of Force Majeure and any time limit expressed in this

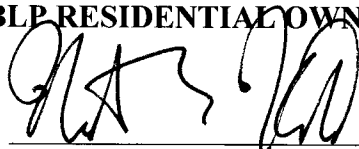
Agreement shall be extended for the period of any delay resulting from any Force Majeure. “Force Majeure” shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, fire or other casualty, or action of government authorities. Nothing in this paragraph shall be construed to relieve Moonlight of its obligation to complete the Subdivision Improvements.

7.8 *Entire Agreement.* This Agreement and any agreement or document referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged in this Agreement.

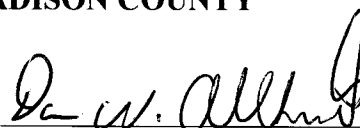
* * * * *

IN WITNESS WHEREOF, the parties have read, considered and signed this Agreement effective as of the date specified above.

MBLP RESIDENTIAL OWNER LLC

By: 
Matthew E. Kidd, Authorized Signatory

MADISON COUNTY

By: 
Its: Chairman

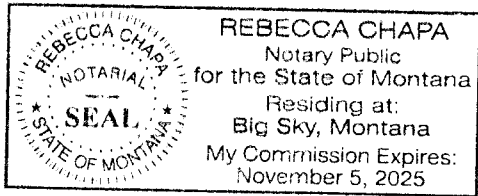
STATE OF Montana)
COUNTY OF Gallatin) :SS

This instrument was acknowledged before me on October 3, 2023 by Matthew E. Kidd, as Authorized Signatory of MBLP Residential Owner LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Rebecca Chapa [signature]
Notary Public for the State of Montana
Rebecca Chapa
(Printed Name)
Residing at: Big Sky, Montana
(City) (State)
My commission expires: 11/5/2025
(Month/Day/Year)

(SEAL)



STATE OF MONTANA)
County of Madison) :SS.

This instrument was acknowledged before me on Oct 24, 2023, by Dan Amundson, as COMMISSIONER of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Hannah Kane Brook
Notary Public for the State of Montana
HANNAH K. BROOK
(Printed Name)
Residing at: Virginia City
(City/State)
My commission expires: SEP 24, 2027

(SEAL)

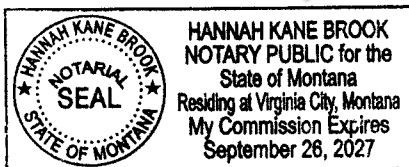


EXHIBIT A

**DESCRIPTION OF SUBDIVISION IMPROVEMENTS
AND ESTIMATED COSTS**

DRAFT

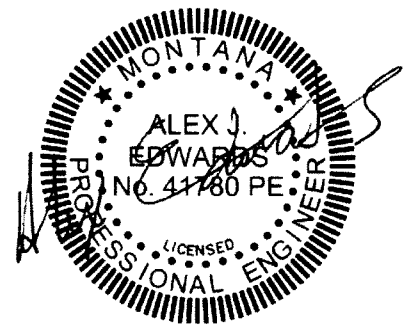
Lee's Pool 2 Subdivision P.U.D.
 Engineer's Opinion of Probable Cost
 September 20, 2023



LEE'S POOL 2 SUBDIVISION

| Item No. | Description | Construction Quantity | Units | Unit Price | Construction Amount | Quantity Completed | Completed Cost | Remaining Cost |
|--|---|-----------------------|--------------------|---------------|---------------------|--------------------|----------------|-----------------|
| General | | | | | | | | |
| 101 | Mobilization | 1 | LS | \$ 46,839.91 | \$ 46,839.91 | 0.00 | \$ - | \$ 46,839.91 |
| 102 | Excavation & Embankment | 1 | LS | \$ 108,000.00 | \$ 108,000.00 | 0.00 | \$ - | \$ 108,000.00 |
| Sewer | | | | | | | | |
| 201 | Connect to Existing Gravity Network | 1 | EA | \$ 9,000.00 | \$ 9,000.00 | 0.00 | \$ - | \$ 9,000.00 |
| 202 | SDR 35 Sewer Pipe - 8" Dia | 161 | LF | \$ 55.00 | \$ 8,855.00 | 0.00 | \$ - | \$ 8,855.00 |
| 203 | Sanitary Sewer Manhole - 48" Dia | 2 | EA | \$ 5,200.00 | \$ 10,400.00 | 0.00 | \$ - | \$ 10,400.00 |
| 204 | Extra Depth Sanitary Sewer Manhole | 5.33 | VF | \$ 210.00 | \$ 1,119.30 | 0.00 | \$ - | \$ 1,119.30 |
| 205 | Sanitary Sewer Service Connection | 2 | EA | \$ 1,800.00 | \$ 3,600.00 | 0.00 | \$ - | \$ 3,600.00 |
| 206 | Lift Station | 1 | EA | \$ 48,800.00 | \$ 48,800.00 | 0.00 | \$ - | \$ 48,800.00 |
| Water | | | | | | | | |
| 301 | 1.5" Water Service Connection | 2 | EA | \$ 3,000.00 | \$ 6,000.00 | 0.00 | \$ - | \$ 6,000.00 |
| 302 | 8" 11.25-Degree Bend | 3 | EA | \$ 470.00 | \$ 1,410.00 | 0.00 | \$ - | \$ 1,410.00 |
| 303 | 8" 22.5-Degree Bend | 7 | EA | \$ 470.00 | \$ 3,290.00 | 0.00 | \$ - | \$ 3,290.00 |
| 304 | 8" 45-Degree Bend | 17 | EA | \$ 470.00 | \$ 7,990.00 | 0.00 | \$ - | \$ 7,990.00 |
| 305 | 8" 90-Degree Bend | 2 | EA | \$ 470.00 | \$ 940.00 | 0.00 | \$ - | \$ 940.00 |
| 306 | 8" Gate Valve | 3 | EA | \$ 2,100.00 | \$ 6,300.00 | 0.00 | \$ - | \$ 6,300.00 |
| 307 | 8"x6" Reducer | 2 | EA | \$ 450.00 | \$ 900.00 | 0.00 | \$ - | \$ 900.00 |
| 308 | DR-14 C900 Water Pipe - 6" Dia | 4 | LF | \$ 55.00 | \$ 192.50 | 0.00 | \$ - | \$ 192.50 |
| 309 | DR-14 C900 Water Pipe - 8" Dia | 1,210 | LF | \$ 55.00 | \$ 66,534.05 | 0.00 | \$ - | \$ 66,534.05 |
| Storm Drain | | | | | | | | |
| 401 | 18" CMP Culvert | 30 | LF | \$ 75.00 | \$ 2,250.00 | 0.00 | \$ - | \$ 2,250.00 |
| 402 | Culvert Outfall Protection Pads (Rip-Rap) | 6 | CY | \$ 150.00 | \$ 900.00 | 0.00 | \$ - | \$ 900.00 |
| 403 | Detention Pond | 1 | EA | \$ 10,000.00 | \$ 10,000.00 | 0.00 | \$ - | \$ 10,000.00 |
| 404 | Stormtech Retention Systems | 12 | 1K FT ³ | \$ 10,000.00 | \$ 121,230.00 | 0.00 | \$ - | \$ 121,230.00 |
| Roadway Improvements | | | | | | | | |
| 501 | Subbase Import - 5" Minus | 4,655 | CY | \$ 55.00 | \$ 256,044.03 | 0.00 | \$ - | \$ 256,044.03 |
| 502 | Crushed Base Import - 1.5" Minus | 956 | CY | \$ 70.00 | \$ 66,894.52 | 0.00 | \$ - | \$ 66,894.52 |
| 503 | 3" Thick Asphalt Surface Course | 7,544 | SY | \$ 26.00 | \$ 196,148.74 | 0.00 | \$ - | \$ 196,148.74 |
| Total Cost of Remaining Improvements | | | | | | | | \$ 983,638.04 |
| Amount to be Financially Guaranteed with Bond 125% | | | | | | | | \$ 1,229,547.55 |

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Bond No: 1001130692

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT MBLP Residential Owner LLC, A Montana limited liability Company located at PO Box 160040, Big Sky MT, 59716, as Principal, and U.S. SPECIALTY INSURANCE COMPANY, a Texas corporation, authorized to do business in the State of Montana, as Surety, are, effective upon the recording of the final plat of Lee's Pool Subdivision PUD Phase 2 with the Madison County Clerk and Recorder, held and firmly bound unto Madison County, Montana located at 103 W. Wallace St. – First Floor, Virginia City, MT 59755, as Obligee, in the penal sum of One Million Two Hundred Twenty-Nine Thousand, Five Hundred Forty-Seven and 55/100 (\$1,229,547.55) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by theses presents.

WHEREAS, the above bounded principal has been granted approval by the above named obligee for final plat approval of Lee's Pool Subdivision PUD Phase 2 as set forth at a meeting of the Madison County Commissioners.

WHEREAS, Principal and Obligee entered into a Subdivision Improvements Agreement for the Lee's Pool Subdivision Phase 2 ("SIA") which obligates Principal to construct and install those improvements listed on Exhibit A attached ("Subdivision Improvements")

NOW, THEREFORE, the condition of the above obligation is such, that if the said Principal shall complete the Subdivision Improvements and all other obligations to Obligee in accordance with the SIA or the Obligee delivers a release, then this obligation shall be null and void, otherwise to remain in full force and effect; provided, however, upon Surety's receipt of a partial release from Obligee, the amount the Surety shall be held and firmly bound unto Obligee shall be reduced from \$1,229,547.55 to the amount stated in such partial release.

THE FOREGOING OBLIGATION, however, is limited by the following express conditions, the performance of which shall be a condition precedent to any rights of claims or recovery hereunder;

1. Upon the discovery by the Obligee, or by the Obligee's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Obligee shall endeavor to give written notice thereof with the fullest information obtainable at the time to the Surety at its office at 8 Forest Park Drive, Farmington, CT 06032.
2. Obligee shall not be entitled to recover any amounts hereunder until an Even of Default (as defined in the SIA) has occurred and the 30 day remedy period has expired without cure by Principal.
3. Legal proceedings for recovery hereunder may not be brought unless begun within twelve (12) months from the date of the discovery of the act or omission of the Principal on account of which claim is made.

4. The Principal shall be made a party of any suit or action for recovery hereunder, and no adjustment shall be rendered against the Surety in excess of the penalty of this instrument.
5. No right of action shall accrue hereunder to or for the benefit of anyone other than that Obligee, and the Obligee's right hereunder, may not be assigned without the written consent of the Surety.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representative of the Principal and Surety.

SIGNED, SEALED AND DATED: September 26, 2023

MBLP Residential Owner LLC

By: 

Matthew E. Kidd, its Authorized Signatory

U.S. SPECIALTY INSURANCE COMPANY

By: 

John B. Rowe, Attorney-in-Fact



**TOKIO MARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert B. McGehee, H. Smith McGehee, Michael Misuraca, John B. Rowe, William M. Rowe, III
or Kurt Zimmerman of Clayton, Missouri

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars (***75,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 26th day of SEPTEMBER, 2023.

Corporate Seals
Bond No. 1001130692
Agency No. 16570




Kio Lo, Assistant Secretary

**Kan't Kopy® K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

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- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

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EXHIBIT C
Form of Partial Release

_____, _____

Attn: _____

MBLP Residential Owner LLC
Attn: _____

RE: Partial Release of Bond No. _____

Dear _____ and _____:

On _____, _____, 20____, the Madison County Board of Commissioners made and passed a motion to accept the Subdivision Improvements listed on the attached Exhibit A and authorize the release of \$ _____ from Bond No. _____ issued by _____ and filed in the Madison County Clerk and Recorder's Office as Document No. _____, for subdivision improvements for the Lee's Pool Subdivision P.U.D. Phase 2 ("Bond"). The amount which shall now be held and firmly bound unto the County pursuant to the Bond shall be \$ _____.

Thank you,

Board of Commissioners
Madison County

STATE OF MONTANA)
 :ss.
County of Madison)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Notary Public for the State of Montana

(Printed Name)

Residing at: _____

(City/State)

My commission expires: _____, 20__

(S E A L)

EXHIBIT D

(form of Certification Letter)

_____, _____

Attn: _____

RE: Partial Release of Bond No. _____

Dear _____:

On _____, _____, 20____, the Madison County Board of Commissioners made and passed a motion (1) confirming the completion of all Subdivision Improvements listed in that certain Subdivision Improvement Agreement for the Lee's Pool Subdivision P.U.D. Phase 2 filed in the Madison County Clerk and Recorder's Office as Document No. _____ and (2) authorizing the release of \$ _____ from Bond No. _____ issued by _____ and filed in the Madison County clerk and Recorder's Office as Document No. _____ ("Bond"). The amount which shall now be held and firmly bound unto the County pursuant to the Bond shall be \$ _____ (*insert 10% of the total costs of the Subdivision Improvements*).

Thank you,

Board of Commissioners
Madison County

EXHIBIT E

(form of Full Release Letter)

_____, _____

Attn: _____

RE: Full Release of Bond No. _____

Dear _____:

On _____, _____, 20____, the Madison County Board of Commissioners made and passed a motion (1) confirming the expiration of the Warranty Period under that certain Subdivision Improvement Agreement for the Lee's Pool Subdivision P.U.D. Phase 2 filed in the Madison County Clerk and Recorder's Office as Document No. _____ and (2) authorizing the full release of Bond No. _____ issued by _____ and filed in the Madison County clerk and Recorder's Office as Document No. _____ ("Bond"). Pursuant to such Bond, the obligation of the issuer of the Bond to Madison County is now null and void, and such issuer shall be discharged and released from any and all liability and responsibility upon and from such Bond or matters arising therefrom.

Thank you,

Board of Commissioners
Madison County

STATE OF MONTANA)
 :ss.
County of Madison)

This instrument was acknowledged before me on _____, 20____, by _____, as _____ of Madison County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Notary Public for the State of Montana

(Printed Name)

Residing at: _____

(City/State)

My commission expires: _____, 20____

(S E A L)



Doc #: 212113 Pages: 22 Book: Page:
STATE OF MONTANA MADISON COUNTY
Recorded 10/24/2023 2:10 PM K.O.I.: IMPROVE AGREE
Paula McKenzie, CLERK & RECORDER
Fee: \$ 5.00
BY: Paula McKenzie
FILE 107,,

DRAFT



AIA[®] Document A104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE & BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.

- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date:

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
|-----------------|-----------------------------|

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

| Item | Price |
|------|-------|
|------|-------|

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

| Item | Price |
|------|-------|
|------|-------|

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows: (Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

%

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction

Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ 6.1.6 The Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

- Exhibit A, Determination of the Cost of the Work.
- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS**§ 7.1 The Contract Documents**

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER**§ 8.1 Information and Services Required of the Owner**

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants

that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design

shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term “Separate Contractor(s)” shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor’s cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor’s monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably

anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS**§ 17.1 Contractor's Insurance**

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than (\$) each accident (\$) each employee, and (\$) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the

arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)



Memorandum of Agreement Limited Participation in Brownfields Coalition Activities Madison County & Headwaters RC&D

Purpose

This Memorandum of Agreement (MOA) establishes a limited, project-specific partnership between Madison County and Headwaters Resource Conservation & Development Area, Inc. (Headwaters RC&D) to support select Brownfields-related activities in Madison County. This agreement reflects Madison County's interest in advancing specific priority projects while maintaining a measured pace and local control over future decisions.

Scope of Participation

Madison County agrees to participate in Brownfields coalition activities on a limited and project-specific basis, focused on properties where the County and community partners have already expressed interest in receiving assistance.

Initial priority projects include:

- Children's Center – Twin Bridges
- Madison County Shop
- Virginia City Old Schoolhouse
- Pony Old Schoolhouse (basement abatement asbestos/coal)

Additional projects may be considered by mutual agreement.

Roles and Responsibilities

Headwaters RC&D will:

- Provide community listening, coordination, and technical assistance
- Assist in identifying environmental conditions and information gaps
- Support access to Brownfields assessment, planning, and funding resources
- Coordinate with Montana DEQ Brownfields and EPA Brownfields as appropriate
- Direct assessment and planning dollars toward priority projects identified by Madison County to help remove barriers, guide projects toward investment readiness, and move difficult sites forward
- Explore, at the request of Madison County and project partners, potential interim stewardship or ownership tools that could help stabilize high-priority properties and prepare them for future reuse
- Work alongside EPA and Montana DEQ Brownfields to test and refine approaches that better fit the realities of frontier and micro-rural communities
- Respect Madison County's priorities, timeline, and desired level of engagement

Madison County will:

- Identify and communicate priority properties and community interests

- Provide reasonable access to sites, where authorized
- Participate in discussions related to project-specific needs and next steps
- Maintain full discretion over project decisions and level of participation

Nature of Agreement

- This MOA reflects limited participation and does not obligate Madison County to:
 - Accept funding
 - Undertake cleanup or redevelopment
 - Participate in broader coalition governance
- Participation is voluntary, non-binding, and may evolve over time
- Madison County retains full local control over land use and redevelopment decisions

Term

This agreement will remain in effect for the duration of the applicable Brownfields grant period or until terminated by either party with written notice.

Benefits

Through this limited participation, Madison County may:

- Receive technical assistance on complex and high-priority sites
- Better understand environmental conditions affecting key properties
- Position projects for future funding opportunities
- Engage state and federal partners at a pace aligned with community readiness

Signatures**Madison County Board of Commissioners**

By: _____

Name: Ronald E. Nye

Title: Chair

Date: _____

Headwaters RC&D

By: _____

Name: Kelly M. Sullivan

Title: Executive Director

Date: _____