

DECLARATION OF COVENANTS AND RESTRICTIONS OF  
MOMONT INDUSTRIAL PARK

THIS DECLARATION, made this 27th day of May, 1976, by NORTHWESTERN RESOURCES CO., a Montana corporation, hereinafter referred to as "Northwestern",

WITNESSETH

WHEREAS, Momont Company has filed a plat of certain land in Missoula County, Montana, known as "Momont Industrial Park" with the Clerk and Recorder of said County, on the 14th day of August, 1968, as document number 273804 in Book IX of Plats, at page 21; and

WHEREAS, Momont Company has filed a certain "Declaration of Covenants and Restrictions of Momont Industrial Park" on the 14th day of August, 1968 with the Clerk and Recorder of Missoula County, Montana, and recorded in volume 13 of Micro Records at page 1136; and

WHEREAS, the entire real estate covered by said plat and said Declaration of Covenants and Restrictions was conveyed by said Momont Company to WESTERN ENERGY COMPANY, a Montana corporation, by Warranty Deed dated April 14, 1972 and filed for record on April 24, 1972 and recorded in Volume 37 of the Miscellaneous Records of Missoula County, Montana, at page 1431; and

WHEREAS, the entire real estate covered by said plat and said Declaration of Covenants and Restrictions was conveyed by said WESTERN ENERGY COMPANY to NORTHWESTERN RESOURCES CO., a Montana corporation, by Warranty Deed dated February 10, 1976, filed for record on the 5th day of March, 1976 and recorded in Volume 79 of the Micro Records of Missoula County, Montana, at Page 333; and

WHEREAS, there has occurred no other sales, contracts to sell, options, nor any other transactions with respect to said real estate covered by said plat and said Declaration of Covenants and Restrictions other than set forth hereinabove; and

WHEREAS, it is the desire of NORTHWESTERN RESOURCES CO. to release the above-referenced Declaration of Covenants and Restrictions as filed by MOMONT COMPANY and to replace the same with the Covenants and Restrictions as herein contained; and

WHEREAS, it is the desire and intention of NORTHWESTERN to develop said property as an industrial park; and it is the desire and intention of NORTHWESTERN to impose truly beneficial restrictions under a general plan of improvement for the benefit of all, the said property, the improvements thereon and the future owners thereof;

NOW THEREFORE, NORTHWESTERN hereby declares that the above mentioned Declaration of Covenants and Restrictions of Momont Industrial Park which was recorded on the 14th day of August, 1968, in Volume 13 of Micro Records at page 1136 be and the same is hereby released of record.

Northwestern further declares that the Area as described in said plat is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of the plan of the subdivision, improvement and sale of the Platted Area and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the real property and every part thereof. All of the limitations, covenants and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the property made subject hereto or any part thereof, and shall be for the benefit of each owner of any

portion of said real property, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

A. DEFINITIONS:

1. "Approving Agent" means, in the following order of precedence:
  - (a) A Planning Advisory Committee which initially shall consist of the Board of Directors of Northwestern its successors or assigns, or of a special committee appointed by such Board of Directors, for so long as Northwestern owns of record any land in the Platted Area. Thereafter, the Planning Advisory Committee shall consist of any association organized by a majority of the owners of land in the Platted Area for purposes which include approving plans granting variances in accordance with this Declaration; or thereafter
  - (b) Any corporation, association or trust controlled by Northwestern or with which Northwestern has been merged or consolidated or by which Northwestern has been acquired, all as certified of record by Northwestern so long as it owns of record any land in the Platted Area and provided it has been granted of record by Northwestern the exclusive right to approve plans and grant variances as hereinafter set forth.
2. "Northwestern" shall mean and refer to Northwestern Resources Co., a Montana corporation with its principal place of business at Butte, Montana. All rights of Northwestern hereunder shall terminate when it no longer is the owner of record of any land in the Platted Area.
3. "Restricted Area" means the Initial Platted Area and also such other portions of property as may from time to time be designated as subject to the provisions hereof by Northwestern or Northwestern's successor by duly recorded designation referring to this instrument whether or not such additional areas are owned by Northwestern at the date hereof.
4. "Site" means an area of land in the same ownership either shown as one lot on a recorded plan or, if not so shown, described as the Site for one or more buildings by the owner in a recorded instrument, whether or not in either case acquired at one time or previously so shown as more than one lot, or shown or described for the purpose of lease but not of conveyance as more than one lot. If an easement or easements over any portion or portions of a Site established by recorded plan or recorded instrument then exists or exist or is or are reserved by Northwestern for any purpose whatsoever, the area of such portion or portions shall be included in computing the area of that Site. If subsequent to the establishment of a Site by recorded plan or recorded instrument, any portion or portions thereof are for railroad, street, highway, utility or public purpose taken by right of eminent domain, or deed in lieu thereof, or dedicated or conveyed pursuant to reservation by Northwestern the area of such portion or portions shall continue to be included thereafter in computing the area of that Site.

## B. RESTRICTIONS:

1. No building shall be constructed upon any Site within thirty (30) feet of the boundary line of any platted street, or within twenty-five (25) feet of any other Site; nor shall any building be constructed unless and until plans and specifications are approved by the approving agent, which approval shall not be withheld unreasonably.
2. Within the required set-back area from streets there shall be maintained on each Site only paved walks, paved driveways, lawns and landscaping; and the surface of so much of the remainder of each Site as is not covered by buildings, by lawns or by landscaping shall be treated so as to prevent dust.
3. There shall be maintained on each Site facilities for parking, loading and unloading sufficient to serve the business conducted thereon without using adjacent streets therefor; and no use shall be made of any Site which will attract parking in excess of the parking spaces then available thereon.
4. Each Site shall be used only for manufacturing, industrial or commercial activities as approved initially by the approving agent; and there shall not be permitted any use which shall be offensive to the neighborhood by reason of odor, fumes, dust, smoke, noise or pollution or will be hazardous by reason of danger of fire or explosion. Retail uses shall be limited, and no such retail uses shall be undertaken unless and until the same shall have been approved in the manner hereinafter provided.
5. The exterior appearance and condition of all structures and all walks, driveways, lawns and landscaping on each Site shall be maintained in good order and repair.
6. No open storage shall be permitted on any Site unless protected by visual screening. Such screening shall not exceed a height of eight (8) feet and must be approved in the manner hereinafter provided.
7. No buildings, exterior signs or structures shall be erected, or exterior structural alterations or additions made on any Site except pursuant to plans and specifications approved in the manner hereinafter provided as to landscaping and architectural conformity to an industrial park development, which approval shall not be withheld unreasonably. The requirement of approval set forth in this paragraph is in addition to, and not in substitution for any and all other restrictions herein contained.
8. The owner of any Site shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and policy requirements and regulations, and any owner will remove at his or its own expense any rubbish of any character whatsoever which may accumulate on said Site or lot, and in the event said owner fails to comply with any or all of the aforesaid specifications and/or requirements, then, and only then, Northwestern or the Approving Agent shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at the expense of the non-complying owner.

9. The owner of each Site shall be responsible for any charges, costs of connection or contributions in aid of construction for such underground facilities, which may be imposed by the utility.
10. Wastes detrimental to a public sewer system or detrimental to the functioning of any existing installed sewage treatment facility shall not be discharged to the installed sewage system unless they have been pre-treated to the degree required by the authority having jurisdiction over the sewage system.

C. APPROVALS, VARIANCES AND WAIVERS:

1. The Approving Agent shall have the exclusive right to grant approvals required by the Restrictions and to waive or vary the Restrictions in any respect whenever in its opinion such waiver or variance will not be detrimental to the industrial park development; provided, however, that the Approving Agent and/or its successors or assigns shall not be liable in damages to anyone so submitting plans for approval or requesting waiver or variance or to any owner or owners of land covered by this instrument by reason of mistake in judgment or non-feasance of itself, its agents, or employees, arising out of or in connection with the approval or disapproval of plans so submitted or granting or refusal to grant variances and/or waivers to restrictions or failure to approve or disapprove plans or grant or refuse to grant variances and/or waivers to restrictions.
2. In the event there shall be no Approving Agent, the owners of record of the land in the Restricted Area abutting upon each Site shall have the exclusive right to grant approvals required by the Restrictions and the owners of record of two-thirds (2/3) in area of land in the Restricted Area within five hundred (500) feet of each Site (said Area to be defined by a line parallel to the boundaries of each Site and located five hundred (500) feet therefrom) shall have the exclusive right to waive or vary the Restrictions in particular respects whenever in their opinion such waiver or variance will not be detrimental to an industrial park development.
3. Any person having an interest in any Site may rely upon any instrument of record signed by the Approving Agent or in case there shall be no Approving Agent by the appropriate owners referred to above purporting to grant an approval or to waive or vary the Restrictions in particular respects.
4. Any construction, other than exterior signs, driveways, parking areas, grading, landscaping, fences and screens, completed for more than three (3) months shall be deemed approved, unless prior to the expiration of such period an action to compel compliance has been commenced and notice thereof duly recorded. No owner of any Site shall be responsible except for violations occurring during its ownership.

D. ENFORCEMENT:

1. All of the provisions herein contained shall be covenants running with the land and shall be enforceable in equity and at law.

- 2. So long as there is an Approving Agent it shall have the exclusive right to enforce the provisions hereof, without liability for failure so to do, except that each owner of record of land in the Restricted Area shall have the right to enforce the provisions hereof then applicable to any Site if the Approving Agent shall fail to do so within thirty (30) days after written request from any such owner.
- 3. After there ceases to be an Approving Agent, each owner of record of land in the Restricted Area shall have the right to enforce the Restrictions then applicable to any Site without liability for failure to do so.

IN WITNESS WHEREOF, the Declarant has executed this instrument and affixed its corporate seal this 27th day of May, 1976.

NORTHWESTERN RESOURCES CO.

By W. P. Schmechel  
President

ATTEST:

Alida Plummer  
Assistant Secretary

STATE OF MONTANA )  
                          )ss  
COUNTY OF SILVER BOW)

On this 27th day May, 1976, before me the undersigned, a Notary Public in and for the State of Montana, personally appeared W. P. SCHMECHEL, known to me to be a President of Northwestern Resources Co. and acknowledged to me that he executed the within instrument on behalf of that corporation.

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

Wm. Spenser  
Notary Public for the State of Montana  
Residing at Butte, Montana  
My Commission expires: 2/27/78

381889

I received and filed this instrument for record on the 2 day of June 1976 at 2:30 o'clock P.M. and it is recorded in Vol. 12 of Micro Records of the County of Silver Bow, State of Montana, on page 1045.  
Paid 1.00 Return to Northwestern Resources Co. Witness my hand, Robert E. Arnes, County Recorder  
Address 40 E. Broadway Butte, Mont. By Wanda Turner Deputy  
attn. James Harrington

20.50

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, SUNLIGHT DEVELOPMENT COMPANY, INC., a Montana Corporation, hereinafter called "Sunlight", is the owner of or has an equitable interest in all that certain real property located in Missoula County, State of Montana, more particularly described in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, it is the desire and intention of Sunlight to develop all of said property beginning with development of that portion thereof more particularly described in Exhibit B, attached hereto and incorporated herein by reference thereto (hereinafter called "Initial Restricted Area"); and

WHEREAS, it is the desire and intention of Sunlight to impose upon the Restricted Area mutually beneficial restrictions under a general plan of improvement for the benefit of all of said property, the improvements thereon and the future owners thereof;

NOW THEREFORE, Sunlight hereby declares that the Initial Restricted Area (and such other portions of the property described in Exhibit A as may be, from time to time, designated by Sunlight pursuant to the provision hereinafter set forth) is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Restricted Area (as hereinafter defined) and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the real property and every part thereof. All of the limitations, covenants and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the property made subject hereto or any part thereof, and shall be for the benefit of each owner of any portion of said real property, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

A. Definitions

1. "Approving Agent" means, in the following orders of precedence:

(a) A Planning Advisory Committee which initially shall consist of the Board of Directors of Sunlight, its successors or assigns, or of a special committee appointed by such Board of Directors, for so long as Sunlight owns of record any land in the Restricted Area; thereafter,

(b) Any corporation, association or trust controlled by Sunlight or with which Sunlight has been merged or consolidated or by which Sunlight has been acquired, all as certified of record by Sunlight so long as it owns of record any land in the Restricted Area and provided it has been granted of record by Sunlight the exclusive right to approve plans and grant variances as hereinafter set forth; or thereafter,

(c) Any association organized by a majority of the owners of land granting variances in accordance with this Declaration.

2. "Sunlight shall mean and refer to Sunlight Development Company, Inc., a Montana Corporation with its principal place of business at Butte, Montana.

3. "Restricted Area" means the Initial Restricted Area and also such other portions of the property described in Exhibit A as may from time to time be designated as subject to the provisions hereof by Sunlight or Sunlight's Successor by duly recorded designation referring to this instrument, whether or not such additional areas are owned by Sunlight in fee at the date hereof.

4. "Site" means an area of land in the same ownership either shown as one lot on a recorded plan or, if not so shown, described as the site for one or more buildings by the owner in a recorded instrument, whether or not in either case acquired at one time or previously so shown as more than one lot, or shown or described for the purpose of lease but not of conveyance as more than one lot. If an easement or easements over any portion or portions of a Site established by recorded plan or recorded instrument then exists or exist or is or are reserved by Sunlight for any purpose whatsoever, the area of such portion or portions shall be included in computing the area of that Site. If subsequent to the establishment of a Site by recorded plan or recorded instrument, any portion or portions thereof are for railroad, street, highway, utility or public purpose, taken by right of eminent domain, or deed in lieu thereof, or dedicated or conveyed pursuant to reservation by Sunlight, the area of such portion or portions shall continue to be included thereafter in computing the area of that Site.

5. "Structure" shall mean any construction erected or placed upon any site, including, but not limited to buildings, either temporary or permanent, mobile, or fixed, walls, fences, walks and driveways.

B. Restrictions

1. No building shall be constructed upon any Site within twenty-five (25) feet of the boundary line of any platted street, or within fifteen (15) feet of any other site; nor shall any building be constructed unless and until plans and specifications are approved by the approving agent which approval shall not be withheld unreasonably.

2. Within the first ten (10) feet of the required setback area from streets and within the boulevard area there shall be maintained on each Site only paved walks, paved driveways, lawns and landscaping; and the surface of so much of the remainder of each Site as is not covered by buildings, pavement, lawns or by landscaping shall be treated so as to prevent dust or unsightly and unmaintained weeds or vegetative growth.

3. There shall be maintained on each Site facilities for parking, loading and unloading sufficient to serve the business conducted thereon without using adjacent streets therefore; and no use shall be made of any Site which will attract parking in excess of the parking spaces then available thereon. All parking, loading and driving areas shall be paved.

4. Each Site shall be used only for manufacturing, industrial or commercial activities, roads, easements and utilities, as approved initially by the approving agent. Changes in use also must be approved in advance by the Approving Agent. There shall not be permitted any use which shall be offensive to the neighborhood by reason of odor, fumes, dust, smoke, noise or pollution or will be hazardous by reason of danger of fire or explosion. Retail uses shall be limited, and no such retail uses shall be undertaken unless and until the same shall have been approved by the Approving Agent in the manner provided in Section C., below.

5. The exterior appearance and condition of all structures and all walks, driveways, lawns and landscaping, parking and loading areas on each Site shall be maintained in good order and repair.

6. No open storage shall be permitted including trash containers on any Site unless protected by visual screening. Such screening shall not exceed a height of eight (8) feet and must be approved in the manner hereinafter provided.

7. No building, structure, exterior alterations or additions shall be begun, erected, placed, altered, maintained or permitted to remain on any site subject to these restrictions until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefore and structural design, signs and landscaping, shall have been submitted to and approved in writing by the Approving Agent and any necessary variances or waivers obtained. Such plans and specifications shall be submitted in writing over the signature of the owner or lessee of the site or his authorized agent.

Approval shall be based, among other things, on adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, improvements on and uses of neighboring sites; relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. Approving agent shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

8. The owner of any Site shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and policy requirements and regulations, and any owner will remove at his or its own expense any rubbish of any character whatsoever which may accumulate on said Site or lot, and in the event said owner fails to comply with any or all of the aforesaid specifications and/or requirements, then, and only then, Sunlight or the approving agent shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at the expense of the non-complying owner.

9. All sanitary sewer effluent shall be subject to such pre-treatment as may be required by the Missoula City engineers.

10. All exterior wiring or other utilities upon said premises that may lead to or from any structures thereon shall be buried underground.

11. The owner of each Site shall be responsible for the control of noxious weeds and vegetation thereon. In the event that in the opinion of the Approving Agent the owner fails to provide such control, the Approving Agent is authorized to enter the Site and provide such control at the expense of the owner of the Site concerned.

C. Approvals, variances and Waivers

1. The Approving Agent shall have the exclusive right to grant approvals required by this Declaration and to waive or vary the restrictions in any respect whenever in its opinion such waiver or variance will not be detrimental to the industrial park development; provided, however, that the approving agent and/or its successors or assigns shall not be liable in damages to anyone so submitting plans for approval or requesting waiver or variance or to any owner or owners of land covered by this instrument by reason of mistake in judgement or non-feasance of itself, its agents, or employees, arising out of or in connection with the approval or disapproval of plans so submitted or granting or refusal to grant variances and/or waivers to restrictions or failure to approve or disapprove plans or failure to grant or refuse to grant variances and/or waivers to restrictions.



2. Approvals, variances and waivers shall be valid and in effect for twenty-four (24) months from the date granted by the Approving Agent. In the event construction (for which the approval, variance or waiver was granted) is not begun within said twenty-four (24) month period, said approval, variance or waiver shall expire and be void and a new approval, variance or waiver shall be required prior to beginning construction.

3. In the event there shall be no Approving Agent, the owners of record of two-thirds (2/3) or more in area of land in the Restricted Area shall have the exclusive right to grant approvals required by these Declarations or to waive or vary the Restrictions in particular respects whenever in their opinion such waiver or variance will not be detrimental to an industrial park development.

4. Any person having an interest in any Site may rely upon any instrument of record signed by the approving agent or in case there shall be no Approving Agent by the appropriate owners referred to above purporting to grant an approval or to waive or vary the Restrictions in particular respects.

5. Any construction, other than exterior signs, drive-ways, parking areas, grading, landscaping, fences and screens, completed for more than three (3) months shall be deemed approved, unless prior to the expiration of such period an action to compel compliance has been commenced and notice thereof duly recorded. No owner of any Site shall be responsible except for violations occurring during its ownership.

6. (a) The Approving Agent shall adopt such Development Guidelines as it deems necessary to inform owners of the standards which will be applied in approving or disapproving proposed construction. Such guidelines may, from time to time, be amended by the Approving Agent, when in the sole opinion of the Approving Agent such amendments are necessary or desirable to protect or enhance the investment of the property owners within the Restricted Areas. Current guidelines will be published and available from the Approving Agent.

(b) Such guidelines may amplify but may not be less restrictive than the regulations and restrictions stated in this Declaration and shall be binding upon all Owners of Sites within the Restricted Area.

(c) Such guidelines may state the rules and regulations of the approving agent with respect to the submission of plans and specifications for approval, the time or times within which such plans or specifications must be submitted, and such other rules, regulations, policies, and recommendations which the Approving Agent will consider in approving or disapproving proposed construction of or alterations to buildings.

(d) Such guidelines are for the assistance and guidance of the property owners. Notwithstanding the foregoing, the Approving Agent may deviate from the existing Development Guidelines in approving or disapproving plans and in granting or refusing to grant waivers or variances, if in its sole opinion such deviation is in the general best interest of the owners of land within the Restricted Area.

7. Review and approval by the Approving Agent must be based upon the standards set forth in this Declaration. The Approving Agent shall consider not only the quality of the specific proposal but also its effect and impact on neighboring Sites.

D. Enforcement

1. All of the provisions herein contained shall be covenants running with the land and shall be enforceable in equity and at law.

2. So long as there is an Approving Agent it shall have the exclusive right to enforce the provisions hereof, without liability for failure to do so, except that each owner of record of land in the Restricted Area shall have the right to enforce the provisions hereof then applicable to any Site if the Approving Agent shall fail to do so within thirty (30) days after written request from any such owner.

3. After there ceases to be an Approving Agent, each owner of record of land in the Restricted Area shall have the right to enforce the Restrictions then applicable to any Site without liability for failure to do so.

4. Violation or breach of any restriction herein contained shall give to Approving Agent and every owner of property subject to these restrictions the right to enter upon the property upon or as to which said violation or breach exists and to summarily abate and remove, at the expense of the owner or lessee thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

5. The result of every action or omission whereby any restrictions herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against the owner, either public or private, shall be applicable against every such result and may be exercised by the Approving Agent or by any owner of property subject to these Restrictions.

6. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

7. Approving Agent may from time to time at any reasonable hour or hours, enter and inspect any property subject to these Restrictions to ascertain compliance therewith.

8. With the exception of the time limit for action by Approving Agent contained in Section C.5., above, the failure of the Approving Agent or any property owner to enforce any Restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Restriction.

IN WITNESS WHEREOF, the undersigned has executed this instrument and affixed its corporate seal this 21st day of November, 1983.

SUNLIGHT DEVELOPMENT COMPANY

By Donald M. Jurek  
President

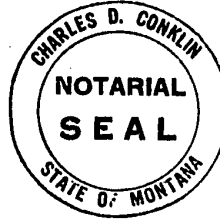
Attest:  
BY Devin H. Wilson  
Assistant Secretary

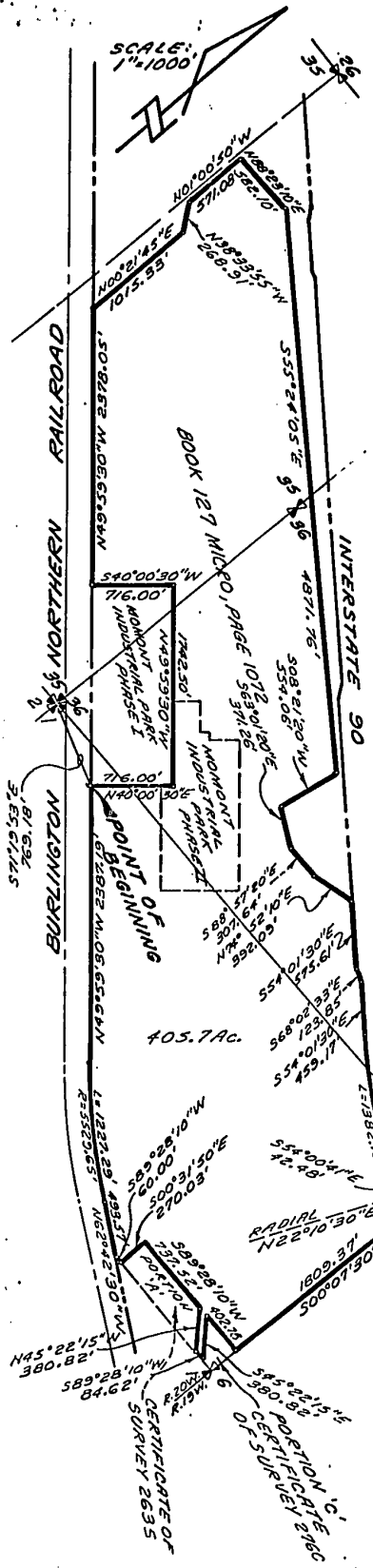


STATE OF MONTANA  
COUNTY OF MISSOULA

On this 21st day of November in the year  
19 83 before me, Charles D. Conklin, a Notary Public for the State  
of Montana, personally appeared Donald M. Leuschen, known to me to  
be the President of the Corporation that executed the within instru-  
ment and acknowledged to me that such Corporation executed the same.

*Charles D. Conklin*  
Notary Public for the State of Montana.  
Residing at Missoula, Montana.  
My Commission Expires: December 1, 1983





**LEGAL DESCRIPTION** **PLAT 198** **PAGE 017**

A TRACT OF LAND LOCATED IN THE N 1/2 OF SECTION 1, T. 13 N., R. 20 W., AND IN THE S 1/2 AND NW 1/4 OF SECTION 36, T. 14 N., R. 20 W., AND IN THE E 1/2 OF SECTION 35, T. 14 N., R. 20 W., PRINCIPAL MERIDIAN, MONTANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF MOMONT INDUSTRIAL PARK, PHASE 1, A RECORDED SUBDIVISION OF MISSOULA COUNTY, MONTANA, SAID POINT BEING S 71°19'53" E, 769.18 FEET FROM THE CORNER COMMON TO SECTIONS 1 AND 2, T. 13 N., R. 20 W., AND SECTIONS 35 AND 36, T. 14 N., R. 20 W.; THENCE N 40°00'30" E, 716.00 FEET ALONG THE SOUTHEASTERLY BOUNDARY OF MOMONT INDUSTRIAL PARK, PHASE 1; THENCE N 49°59'30" W, 1742.50 FEET ALONG THE NORTHEASTERLY BOUNDARY OF SAID SUBDIVISION; THENCE S 40°00'30" W, 716.00 FEET ALONG THE NORTHWESTERLY BOUNDARY OF SAID SUBDIVISION; THENCE N 49°59'30" W, 2378.05 FEET ALONG THE NORTHEASTERLY R/W LIMIT OF THE BURLINGTON NORTHERN RAILROAD; THENCE ALONG THE WESTERLY, NORTHERLY, AND NORTHEASTERLY BOUNDARY OF THAT TRACT RECORDED IN BOOK 127 MICRO, PAGE 1072, THROUGH THE FOLLOWING NINE COURSES: (1) N 00°21'45" E, 1015.33 FEET; (2) N 38°33'55" W, 268.91 FEET; (3) N 01°00'50" W, 571.08 FEET; (4) N 88°23'10" E, 582.10 FEET; (5) S 55°24'05" E, 4871.76 FEET; (6) S 08°21'20" W, 554.06 FEET; (7) S 63°01'20" E, 371.26 FEET; (8) S 88°57'10" E, 307.64 FEET; (9) N 74°52'10" E, 392.09 FEET TO THE WESTERLY RIGHT-OF-WAY OF INTERSTATE 90; THENCE THROUGH THE FOLLOWING SIX (6) COURSES OF SAID RIGHT-OF-WAY: (1) S 54°01'30" E, 575.61 FEET; (2) S 68°02'33" E, 123.85 FEET; (3) S 54°01'30" E, 459.17 FEET; (4) ALONG A 5909.58 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 1382.10 FEET; (5) S 54°00'41" E, 42.48 FEET; (6) ALONG A NONTANGENT CURVE WITH CENTER BEING N 22°10'30" E, 5919.58 FEET RADIAL DSITANCE, COUNTERCLOCKWISE ALONG SAID CURVE, AN ARC DISTANCE OF 195.72 FEET TO THE EASTERLY LINE OF SECTION 1, T. 13 N., R. 20 W.; THENCE S 00°07'30" W, 1809.37 FEET ALONG SAID EASTERLY LINE; THENCE S 89°28'10" W, 402.78 FEET ALONG THE NORTHERLY BOUNDARY OF PORTION 'C', CERTIFICATE OF SURVEY NO. 2760; THENCE S 45°22'15" E, 380.82 FEET ALONG THE WESTERLY BOUNDARY OF SAID PORTION 'C'; THENCE S 89°28'10" W, 84.62 FEET ALONG THE SOUTHERLY BOUNDARY OF THAT TRACT RECORDED IN BOOK 127 MICRO, PAGE 1072; THENCE N 45°22'15" W, 380.82 FEET ALONG THE EASTERLY BOUNDARY OF PORTION 'A', CERTIFICATE OF SURVEY NO. 2635; THENCE S 89°28'10" W, 737.52 FEET ALONG THE NORTHERLY BOUNDARY OF SAID PORTION 'A'; THENCE S 00°31'50" E, 270.03 FEET ALONG THE WESTERLY BOUNDARY OF SAID PORTION 'A'; THENCE S 89°28'10" W, 60.00 FEET ALONG THE SOUTHERLY BOUNDARY OF THAT TRACT RECORDED IN BOOK 127 MICRO, PAGE 1072 TO THE EASTERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RAILROAD; THENCE N 62°42'30" W, 493.57 FEET ALONG SAID RIGHT-OF-WAY; THENCE ALONG A 5529.65 FOOT RADIUS CURVE TO THE RIGHT, AND ALONG SAID RIGHT-OF-WAY, AN ARC DISTANCE OF 1227.29 FEET; THENCE N 49°59'30" W, 2387.19 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING, CONTAINING 405.7 ACRES.

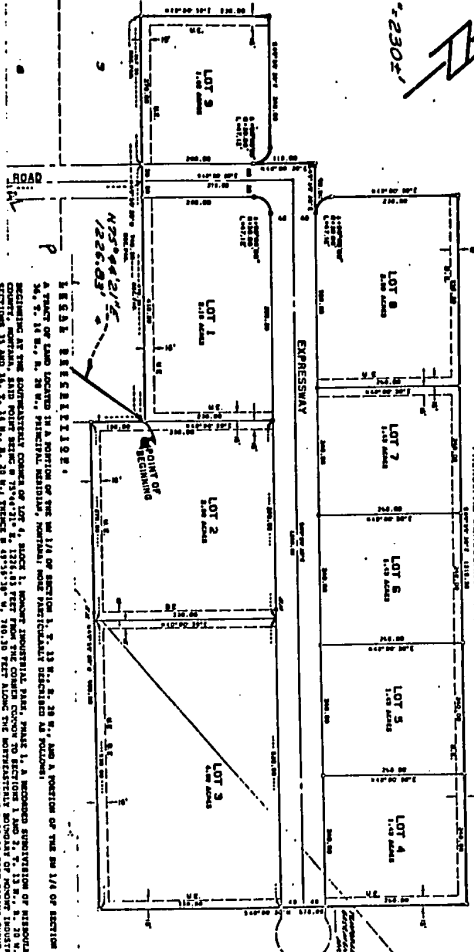
**SORENSEN & COMPANY**  
 DRAFT: CDC BOX 3418 DATE: NOV 1983  
 FILE NO. 12-879 MISSOULA, MONTANA PROJECT: 80-12-03

**EXHIBIT 'A'**

EVOL 198 PAGE 018

SCALE: 1"=230'

# MOMONT INDUSTRIAL PARK



SECTION 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

A SUBDIVISION OF MISSOULA COUNTY, MONTANA  
 LOCATED IN THE NW 1/4 SECTION 11, T.13 N., R.20 W.,  
 AND  
 THE SW 1/4 SECTION 25, T.14 N., R.20 W.,  
 PRINCIPAL MERIDIAN, MONTANA

83 DEC 1 AM 9 04

8319636

I received and filed this instrument for record on the 1 day of Dec, 1993 at 9:04 o'clock A.M.  
 and it is recorded in Vol. 198, on Page 011, Micro Records of the County of Missoula, State of  
 Montana, Witness my hand, Fern Hart, County Recorder, By Lucretia Stades Deputy,  
 Doc. DM, Fee 20.50 Pd. CR Return: Sorenson & Co.

SORENSEN & COMPANY  
 DRAFT: CDC BOX 3418 DATE: NOV 1993  
 FILE NO.: 6-880 MISSOULA, MONTANA PROJECT: 8072-03

EXHIBIT 'B'

SUB-STANDARD QUALITY WHEN FILMED

**DECLARATION OF LIMITATION OF COVENANTS**

This declaration is made for the purpose of clarifying the property subject to the covenants recorded at Book 198, Page 11, Micro Records of Missoula County.

The Missoula County Airport Industrial District, as the successor in interest to Sunlight Development Company, for that property shown on Exhibit A and not included in the initial restricted area shown on Exhibit B, hereby declares that no part of the property shown on Exhibit A excepting only the property shown on Exhibit B shall be subject, now or in the future, to the restrictive covenants recorded at Book 198, Page 11, Micro Records of Missoula County.

DATED this 24 day of July, 2002.

MISSOULA AIRPORT INDUSTRIAL DISTRICT

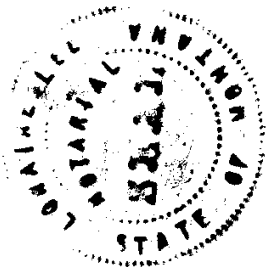
Jean Curtiss  
Chair

Bill Carey  
Commissioner

Barbara Evans  
Commissioner

STATE OF MONTANA )  
                                  : SS  
COUNTY OF MISSOULA )

On this 24th day of July, 2002, before me, a Notary Public in and for the said State, personally appeared Missoula County Airport Industrial District Commissioners, Jean Curtiss, Barbara Evans, and Bill Carey known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Loraine Lee  
Notary Public for the State of Montana;  
Residing at Missoula, Montana;  
My Commission expires 11-14-2005