

NP
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Use Agreement and Covenant upon Real Property

This Use Agreement and Covenant upon Real Property, hereafter referred to as "Agreement", is entered and agreed between Missoula County and the property Owner(s) identified below. The purpose of this Agreement is to confirm that the buildings, structures, or other improvements existing or to be established upon the Owner's real property identified below shall not constitute a subdivision for rent or lease that requires review by the County, because the existing and proposed buildings, structures, or other improvements will not be conveyed in any way and shall only be accessory to the Primary Use Of The Property. This Agreement is intended to establish enforceable restrictions to ensure that there shall be no use of more than one building, structure, or other improvement on the property that would require subdivision review.

- 1) **Legal description of the parcel at issue.** The real property subject to this Agreement, hereafter referred to as "Property", is described as: _____
508, T12N, R16W, Mine Tarrant 8687
- 2) **Geocode of the parcel at issue:** 04-2096-08-2-01-05-0000
- 3) **Identification of property owner(s).** The owner(s) of the Property, hereafter referred to collectively as "Owner", are: Susan B Burnett.
The forenamed person(s) and/or entity(ies) represent that they are the vested owner(s) of the Property and have full authority to enter into this Agreement as a binding restriction upon future use of the Property.
- 4) **Primary Use Of The Property:** Owners residence, guest house accessory to residence. guest house is not leased or rented and only used by non paying guest.
- 5) **Description of current buildings, structures, or other improvements on the property:** Main residence, Equip Shed, Shop, Guest house, wood Shed.
- 6) **Description of proposed additional improvements.** The following additional buildings, structures, or other improvements are proposed by Owner: None
- 7) **Property site plan.** A site plan of the property identifying the locations of all existing and proposed buildings, structures, or other improvements is attached.
- 8) **Floor plans.** Floor plans for all existing and proposed buildings, structures, or other improvements on the property are attached.
- 9) **Owner's Covenants.** Owner hereby affirmatively agrees and covenants as follows:
 - a) All of the buildings, structures, or other improvements on the property, existing and as proposed above and as identified on the site plan and floor plans attached hereto, shall be used solely in a manner that is consistent with and/or



accessory to the Primary Use Of The Property listed above.

- b) Owner shall not construct or install on the property any additional buildings, structures, or improvements, other than those proposed above and as identified and described on the site plan and floor plans attached hereto.
- c) There shall be no transfer of possession or lease or rent to any third parties of part or all of any of the separate buildings, structures, or other improvements. However, this paragraph does not affect the ability of the Owner to provide temporary accommodations for unpaid guests consistent with the Primary Use Of The Property listed above, and does not prohibit Owner from leasing or renting the entire Property as a single lease/rental unit.
- d) Owner shall provide a copy of this Agreement to prospective buyers before transferring title to the Property.

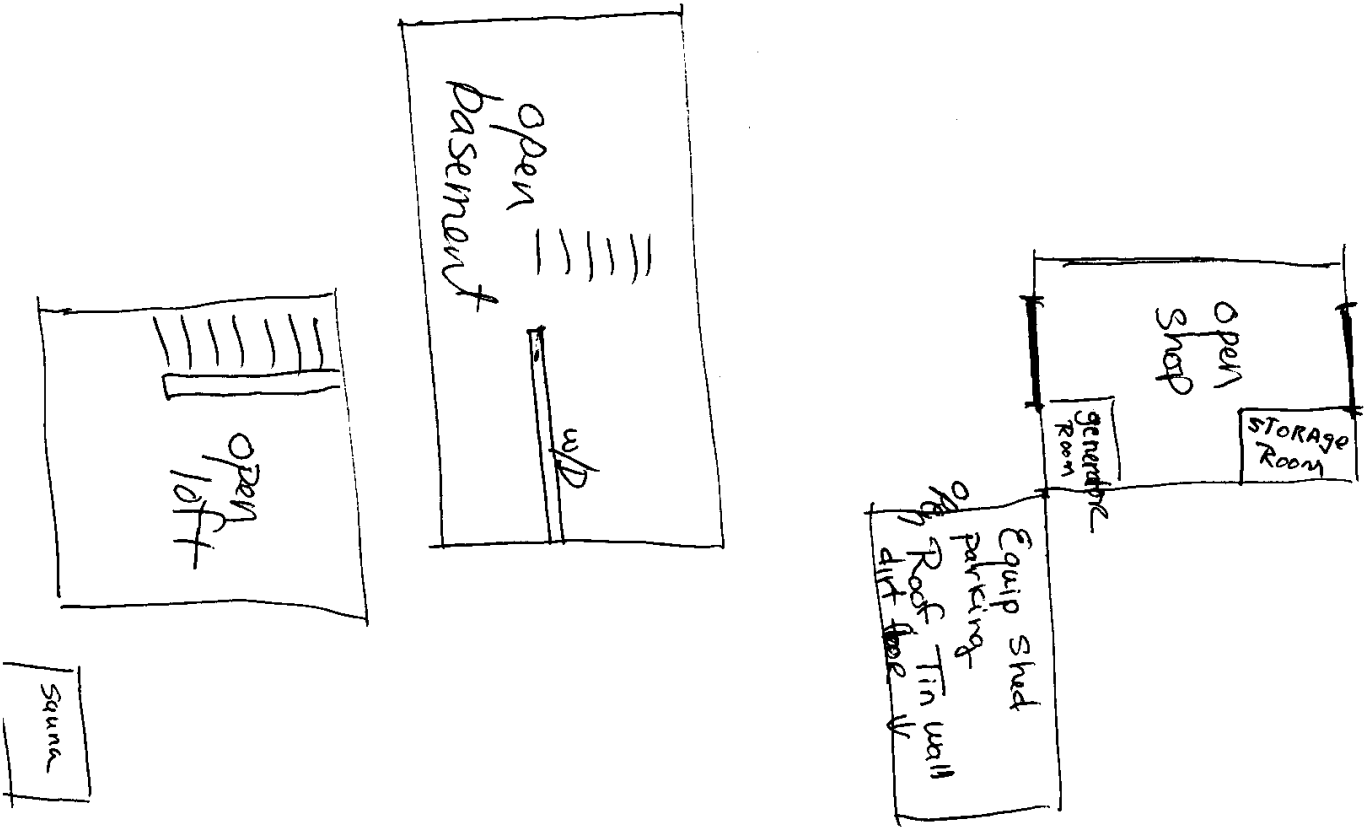
10) **Perpetually Binding Covenant Running With The Land.** This Agreement binds Owner, and Owner's heirs, successors, and assigns, and shall serve as a permanent covenant upon the Property, running with the land, unless/until withdrawn in writing by the County.

11) **Recording of Agreement.** This Agreement will be recorded with the Clerk & Recorder of Missoula County. Owner shall be responsible for any applicable recording fees.

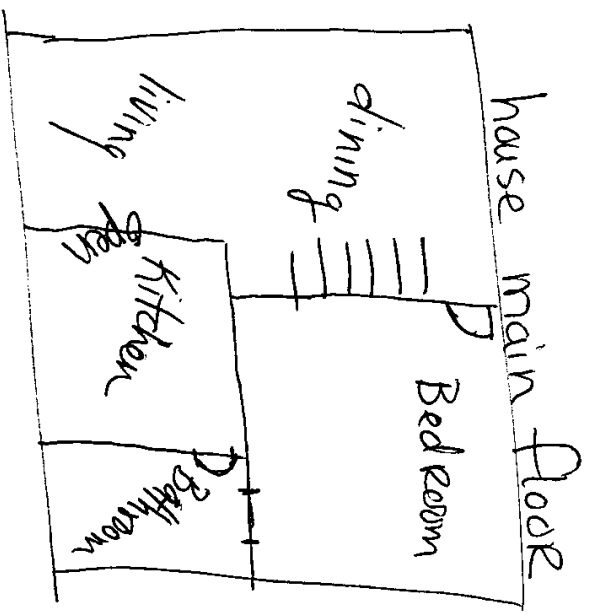
12) **Other permitting requirements not affected.** This Agreement does not affect or eliminate the need for any other permits for proposed improvement(s), including but not limited to sanitation, building/electric/mechanical/plumbing, floodplain, shoreline, approach, zoning/land use, or any other permits.

13) **Inspection by County.** Owner agrees to allow periodic inspection of the Property by the County at reasonable times upon reasonable notice to ensure compliance with this Agreement.

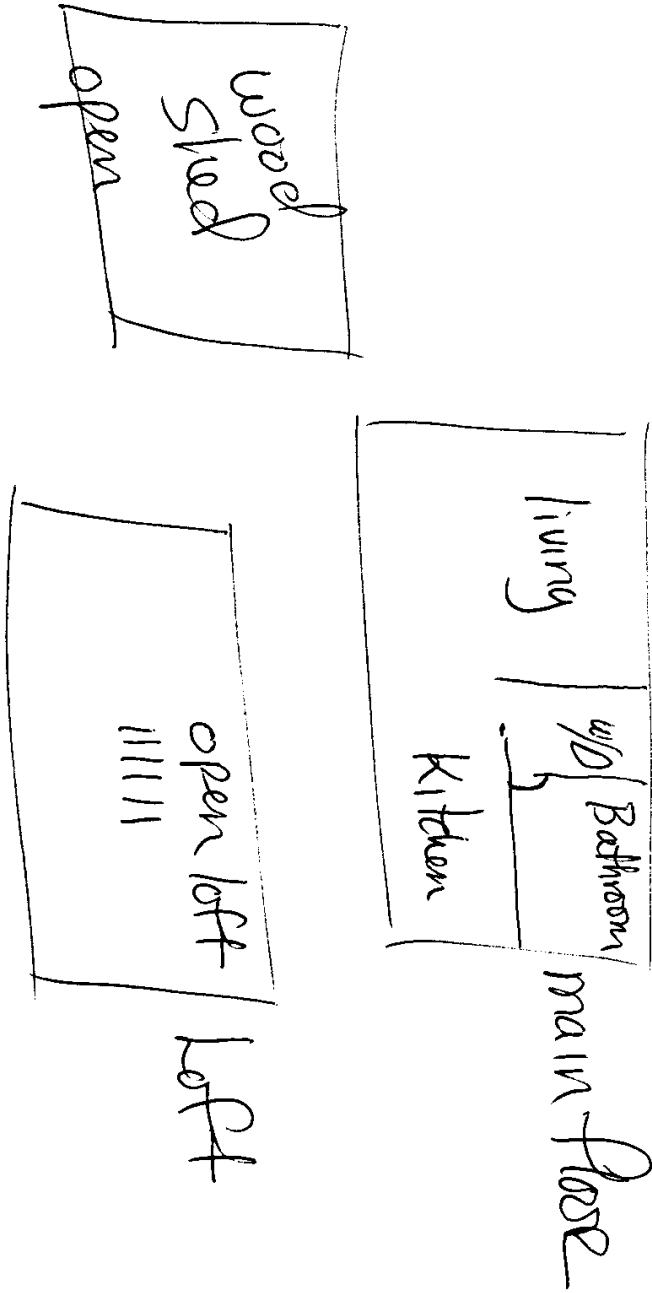
14) **Enforcement.** It is expressly contemplated and agreed that this Agreement is enforceable by Missoula County. Violation of this Agreement by Owner (including Owner's heirs, successors, and assigns) may trigger requirement for subdivision review, subjecting the Property and Owner, including Owner's heirs, successors, and assigns, to any remedies available for violation of subdivision laws, including injunctions to prohibit occupation of any unauthorized subdivision, and/or removal of the improvement(s) if subdivision approval is not obtained. Subdivision review requirements shall be interpreted and applied under the current law and regulations in effect at the time of enforcement.

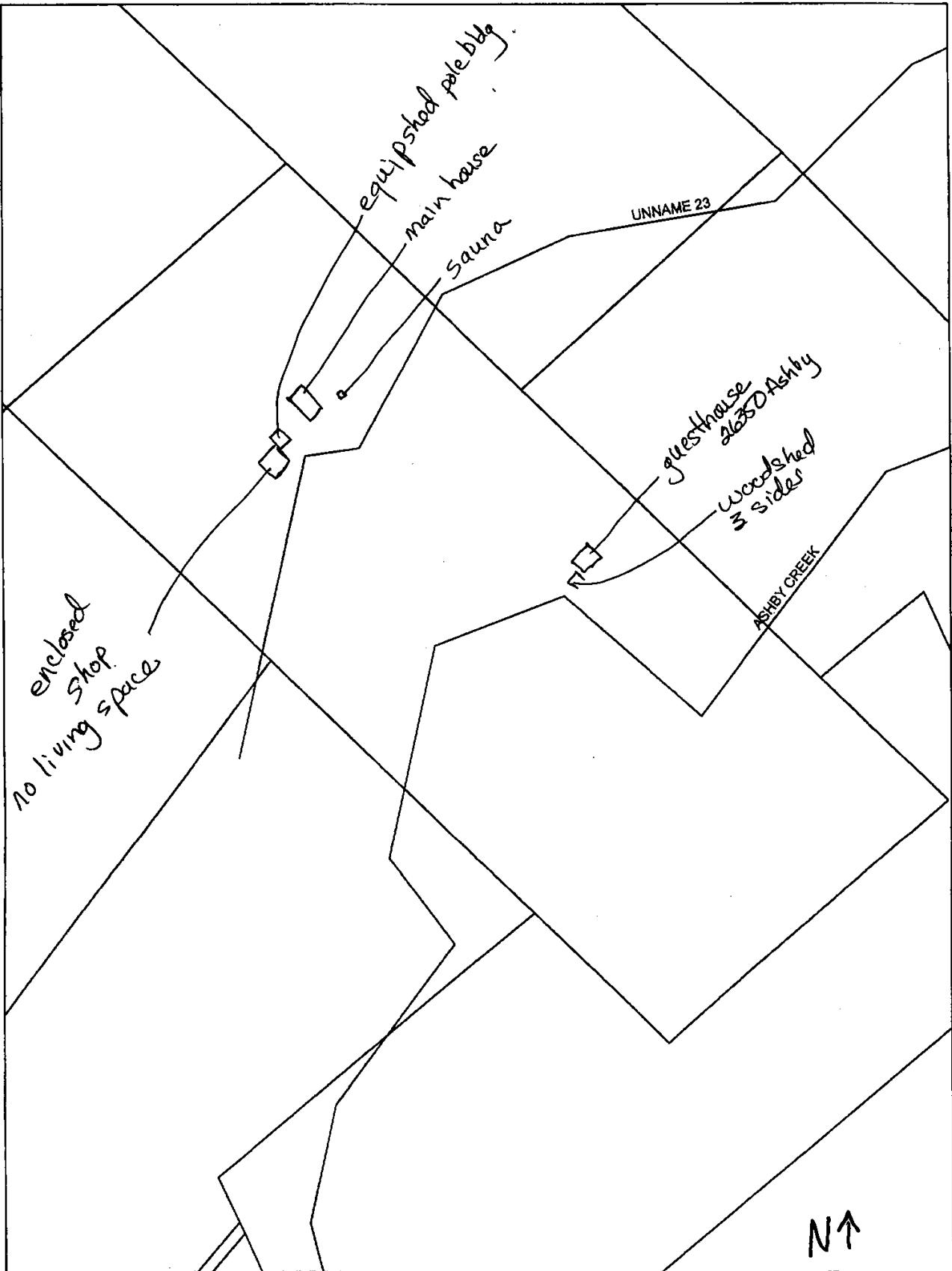


25500 W Ashby
Potomac
main residence



26350 W Ashby
guest house





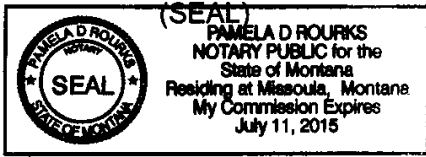
Owner:

Signature: Susan B Burnett
Susan B Burnett

Dated: 6/28/2013 Printed name:

Title and Relationship to Entity: self

This instrument was acknowledged before me on the 28th day of JUNE, 2013, by SUSAN B. BURNETT [name of person] as SELF [type of authority, e.g., officer, trustee, etc.] of SELF [name of party on behalf of whom instrument was executed].



Pamela D. Rourke
Notary Public for the State of Montana
Residing at MISSOULA, MT.
My Commission expires JULY 11, 2015

Owner:

Signature: _____ Dated: _____

Printed name: _____

Title and Relationship to Entity: _____

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ [name of person]

as _____ [type of authority, e.g., officer, trustee, etc.] of _____

[name of party on behalf of whom instrument was executed].

(SEAL)

Notary Public for the State of Montana
Residing at _____, MT.
My Commission expires _____

County:

Signature: Tim Worley

Dated: July 1, 2013

Printed name: Tim Worley
Title of authorized County representative: Senior Planner with Missoula County Community and Planning Services