

Return to:

City of Columbia Falls
130 Sixth Street West, Room A
Columbia Falls, MT 59912

WAIVER OF PROTEST TO ANNEXATION
WAIVER OF PROTEST TO SPECIAL IMPROVEMENT DISTRICT

WAIVERS OF PROTEST executed this 25th day of March, 2026, by
Chichester Legacy Properties, LLC at 105 Bando Lane, Kalispell, MT 59901

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned hereby waive any and all right which they may have to protest, disapprove, or object to any annexation proceedings initiated by or on behalf of the CITY OF COLUMBIA FALLS, Flathead County, Montana, to incorporate within its boundaries the following described real property owned by us and situated in Flathead County, Montana, to-wit:

Parcel 1 of Certificate of Survey No. 18616, a tract of land situated, lying and being in the Southeast Quarter of the Southwest Quarter of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana.

(Legal Description)

We further waive any and all rights which we may have to protest, disapprove, or object to any proceedings initiated by or on behalf of the CITY OF COLUMBIA FALLS, Flathead County, Montana, to incorporate the above-described real property within a special improvement district.

We do further agree that these Waivers shall be a covenant to run with, to and be binding upon the title of the real property and shall be binding on ourselves, our assigns or successors in interest, and to any and all subsequent purchasers, holders or owners of the above-described real property or any portion thereof.

IN WITNESS WHEREOF, the foregoing Waivers were executed on the day and year first above written.

Chichester Legacy Properties, LLC

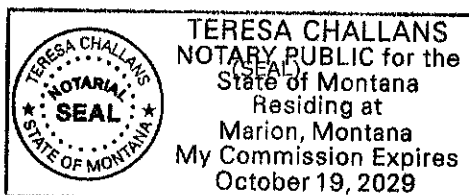
By: Terri L. Chichester
Terri L. Chichester, Manager of Chichester
Legacy Properties, LLC

By: David W. Chichester
David W. Chichester, Manager of Chichester
Legacy Properties, LLC

STATE OF MONTANA)
) ss.
County of Flathead)

On this 25th day of March, 2026, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Terri & Dave Chichester known to me to be Terri & David Chichester, whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said company.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my official notary seal the day and year in this certificate first above written.



Teresa Challans
Notary Public for the State of Montana
Full Printed Name: Teresa A. Challans
Residing at: Marion, MT
My commission expires: 10/19/2029
(Place full 4-year digits)



Planning Department

130 6TH STREET WEST
ROOM A
COLUMBIA FALLS, MT 59912

PHONE (406) 892-4391

FAX (406) 892-4413

PETITION FOR ZONING MAP AMENDMENT

FILING FEE ATTACHED \$ 1510.65

Zone Change Base Fee SEE FEE SHEET

NAME OF APPLICANT: Chichester Legacy Properties, LLC

MAIL ADDRESS: 105 Bando Lane

CITY/STATE/ZIP: Kalispell, MT 59901 PHONE: 406-257-9111

INTEREST IN PROPERTY: Owner

PLEASE COMPLETE THE FOLLOWING:

A. Address of the property: 1947 9th St W, Columbia Falls, MT

B. Legal Description: (Subdivision Name, Lot & Block and/or Tract Number
(Section, Township, Range)

Parcel 1 of Certificate of Survey No. 18616, a tract of land situated, lying and being in the Southeast Quarter of the Southwest Quarter of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana.

C. Land in zone change (ac)
4.59 acres

D. The present zoning of the above property is: County I-1

E. The proposed zoning of the above property is: City CI-1

F. State the changed or changing conditions that make the proposed amendment necessary:

The Owner has purchased the property with the intent of building a new ~46,000 building for Montana Global Health to manufacture dietary supplements. The facility is considered a "dry facility" as no water is used on the machines or in the clean rooms. Water is only used to wash parts, floors, hands and laundry.

HOW WILL THE PROPOSED CHANGE ACCOMPLISH THE INTENT AND PURPOSE OF:

A. Promoting the Growth Policy

According to the Columbia Falls Grow Policy, 2019 Edition, Appendix B - Growth Policy Map, the property has a future land use designation of "Light Industrial" or CI-1. Given that the proposed use is a light manufacturing facility this aligns with and promotes the Growth Policy and future land use planning.

-
- B. Lessening congestion in the streets and providing safe access
The facility will employ 30-50 employees (30 when opens and up to 50 in the future) and will have delivery trucks entering and exiting the site. Occasionally, vendors and customers visit the facility, but it is not open to the public for retail sales. The facility will add ~ 30 Peak Hour Vehicle Trips to the streets, but this is a small increase and the site design will provide safe access by providing two approaches, one off of Best Way on the north and one off of Meadow Lake Boulevard on the west side of the lot.
- C. Promoting safety from fire, panic and other dangers
The new facility will have a fire suppression system to protect employees and the facility from fire. As for promoting safety from panic and other dangers, a light manufacturing plant that encapsulates dietary supplements is a very low risk.
- D. Promoting the public interest, health, comfort, convenience, safety and general welfare
The new facility meets the intent of the Growth Policy and is aligned with the requirements of CI-1 Zoning. It promotes the public interest, health, comfort, convenience, safety and general welfare by meeting these requirements.
- E. Preventing the overcrowding of land
The new facility fits well within the area, as it is a light manufacturing facility and with only 30-50 employees, will help prevent overcrowding of land.
- F. Avoiding undue concentration of population
Only 30-50 employees at this facility will avoid undue concentration of population.
- G. Facilitating the adequate provision of transportation, water, sewage, schools, parks and other public facilities
The new facility will include a landscaped buffer along its southern border, where it adjoins CRA-1 Zoning. The existing asphalt path along the east side of Meadow Lake Boulevard will be extended to the northern property boundary. Water and sewer are available from the City of Columbia Falls. Schools, parks and other public facilities won't be impacted.
- H. Giving reasonable consideration to the character of the district
The project is located in a Light Industrial Area and meets the character of the district.

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-
-
- I. Giving consideration to the peculiar suitability of the property for particular uses

The project is across the street from the County "Green Box Site" and just north of an elderly care facility, making it suitable as a transitional zone for the Light Industrial Area.

- J. Protecting and conserving the value of buildings

The property is currently vacant.

- K. Encouraging the most appropriate use of land by assuring orderly growth

The project is located within an area identified as Light Industrial per the Growth Policy, 2019 Edition and the proposed use of the land is compliant with that and therefore assures orderly growth.

The signing of this application signifies approval for Columbia Falls Planning staff to be present on the property for routine monitoring and inspection during approval process.

Terri Chichester

(Applicant Signature)

3/25/2026

(Date)

APPLICATION PROCESS

APPLICABLE TO ALL ZONING APPLICATIONS:

A. Pre-Application Meeting:

A discussion with the planning director or designated member of staff must precede filing of this application. Among topics to be discussed are: Growth Policy compatibility with the application, compatibility of the proposed zone change with surrounding zoning classifications, and the application procedure.

B. Completed application form.

C. The application must be accepted as complete by the Columbia Falls Planning staff **thirty-five (35) days prior** to the date of the planning board meeting at which it will be heard in order that requirements of state statutes and the zoning regulations may be fulfilled.

E. Application Contents:

1. Petition for zone change signed by the real property owners representing at least 65% of the land area for which the change in zoning classification is sought.
2. A map showing the location and boundaries of the property. See Attachment 1
3. A title report of the subject property. See Attachment 2

Columbia Falls Zoning

Click the icons in the corners of the map to access tools
Click a feature on the map to view the information table
Link to zone regulations in table.

Attachment 1 - Map

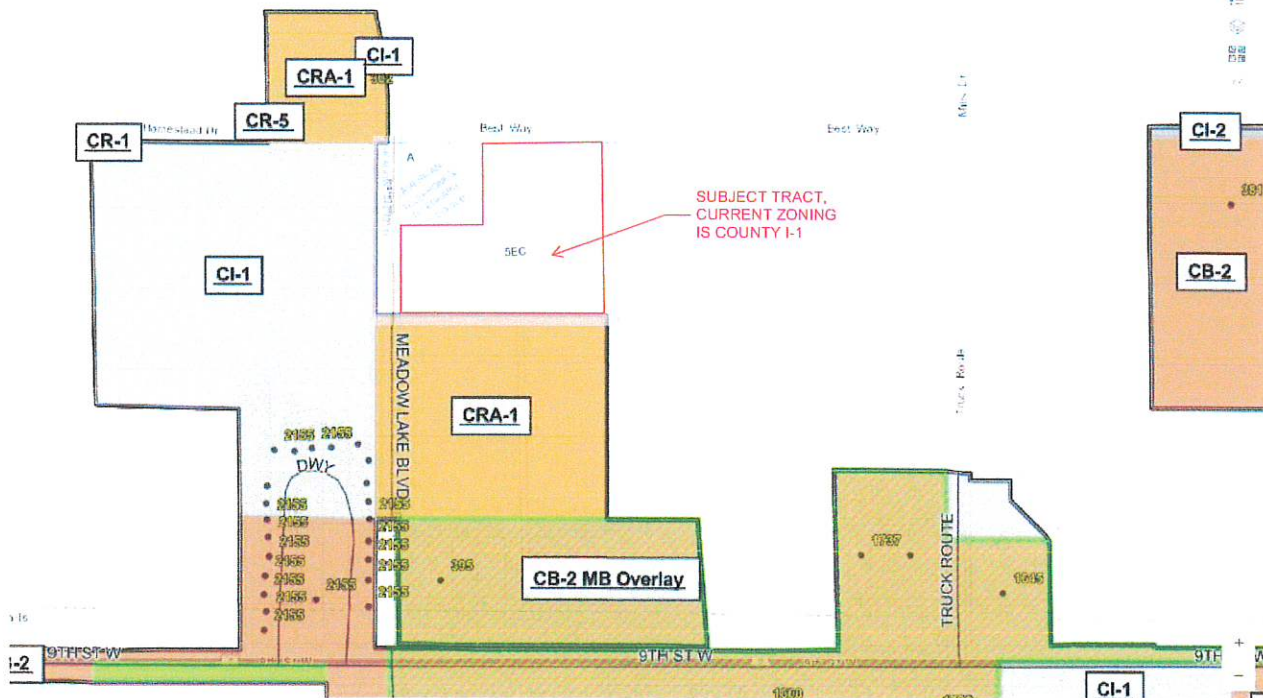
Legend

Columbia Falls Zoning City Limits

- CB 1
- CB 2
- CB 2 MB Overlay
- CB 3
- CB 4
- CI 1
- CI 2
- CP 1
- CPUD/CB 2
- CPUD/CB 4
- CPUD/CR 3
- CPUD/CR 5
- CPUD/CRA 1
- CR 1
- CR 1 MH
- CR 2 MH
- CR 3
- CR 4
- CR 5
- CRA 1
- CSAG 10

Roads_Clip

Addresses_Clip



Columbia Falls Planning Area Existing Land Use

Click on a parcel for more information.

For identification and/or correction please contact: Coleb Sebzak, City of Columbia Falls GIS Technician, 406.892.4432 sebzak@cityofcolumbi falls.com

Attachment 1 - Map

Legend

Existing Land Use Parcels

- Existing Land Use
- AGRICULTURAL
 - COMMERCIAL
 - GOVERNMENT CITY
 - GOVERNMENT OTHER
 - INDUSTRIAL
 - INFRASTRUCTURE
 - MIXED USE
 - MULTIFAMILY
 - PARKS/RECREATION-OPEN SPACE
 - PUBLIC INSTITUTIONAL
 - RESIDENTIAL
 - VACANT
 - WATER
 - Others

Planning Boundary



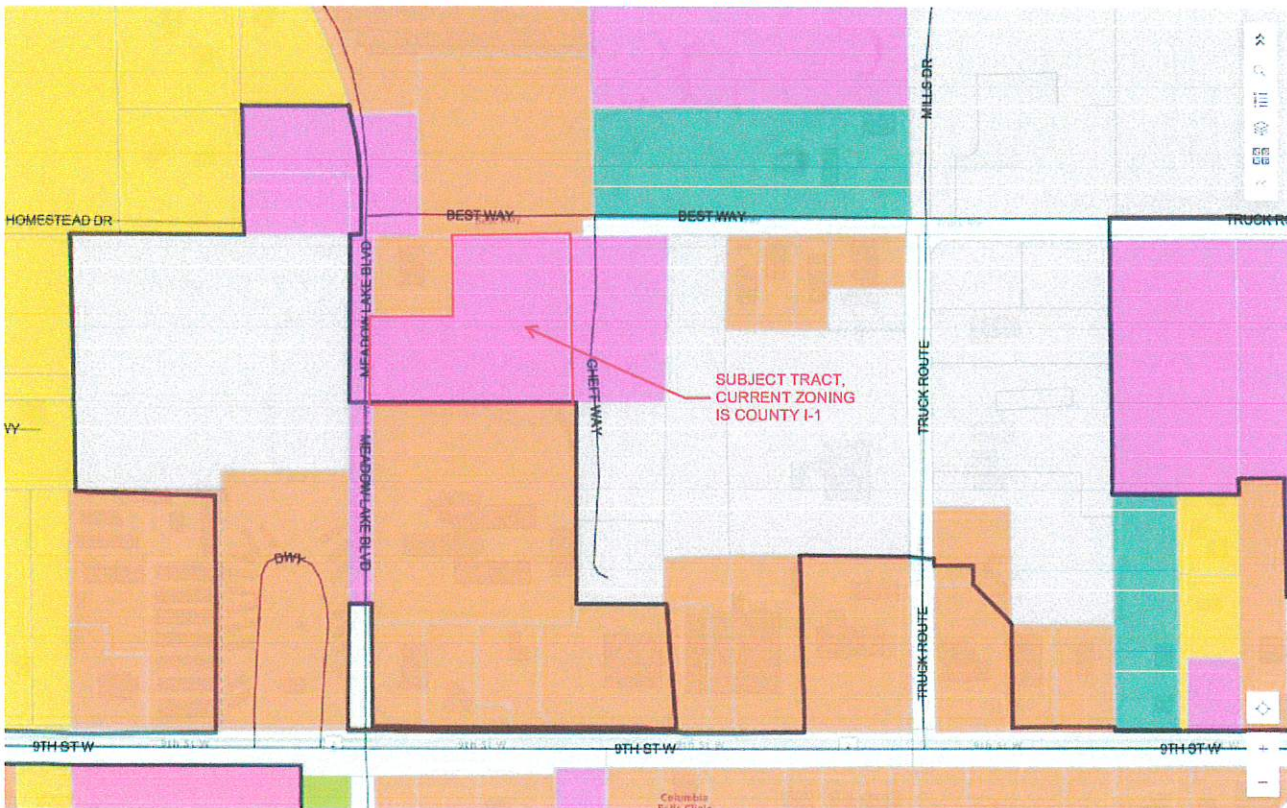
Planning Boundary Expansion



City Limits



Roads



Attachment 1 - Map

[illegible]

Flathead Premier Title Company, LLC
53 4th Avenue East North
Kalispell, MT 59901
Phone: 406-752-7000
Fax: 406-545-5532

Transmittal Information

Date: 02/24/2026
File No: 8546FPT
Property Address: 1947 9TH ST W, COLUMBIA FALLS, MT 59912
Buyer/Borrower: CHICHESTER LEGACY PROPERTIES, LLC A MONTANA LIMITED LIABILITY COMPANY
Seller: RH2, LLC, A MONTANA LIMITED LIABILITY COMPANY

For changes and updates please contact your Escrow or Title officer(s):

Escrow Officer:
Samantha Vondrich
Flathead Premier Title Company, LLC
53 4th Avenue East North
Kalispell, MT 59901
Phone: 406-752-7000
Fax: 406-545-5532
E-Mail: TeamSam@flatheadpremiertitle.com
Processor: Osiris Padilla
E-Mail: Osiris@flatheadpremiertitle.com

Title Officer:
Erin Smith
Flathead Premier Title Company, LLC
205 June's Way, Suite 3
Whitefish, MT 59937
Phone: 406-862-7000
Fax: 406-545-5532
Email: Erin@flatheadpremiertitle.com

Changes:
Title Commitment 1: Corrected Legal Description

Thank you for using Flathead Premier Title Company, LLC

Attached are the following items:

- Title Commitment
- Vesting Deed
- Plat/Tract Map
- Copies of recorded documents, including covenants, if applicable, referenced in Schedule B of the title commitment, including plat map
 - These documents can be reviewed by clicking the blue link in your title commitment

Understanding your Title Commitment

Schedule A:

No. 1: Effective Date: This is the date our title plant is certified through. There will typically be a 2-3 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name appears incorrectly, please advise your realtor, Builder, Lender, and Legacy Title.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums and Endorsements: These are fees for the items that the company has determined may be required by your lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees. These fees will be due at closing and included as part of your settlement statement. These fees will be charged according to your contract.

No. 3: The estate or interest in the land ...: This shows the type of ownership that is going to be insured to the buyer(s) or seller(s).

No. 4: The title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: That land referred to the commitment...: This is the 'legal' property description for the real estate you are buying or selling.

Schedule B-Section 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements; However there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

Schedule B-Section 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by the recordation in the County Clerk and Records office or because we have knowledge of them through other means). These items have been disclosed to you. You will not be provided any coverage for same. Copies of the plat and covenants are hyperlinked within the title commitment and can be viewed by clicking on the blue link.



ALTA COMMITMENT FOR TITLE INSURANCE
(With MONTANA Modifications)
 issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

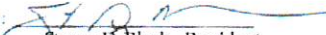
Issued By:

Flathead Premier Title Company, LLC

53 4th Avenue East North
 Kalispell, MT 59901
 Phone: 406-752-7000

WESTCOR LAND TITLE INSURANCE COMPANY



By: 
 Steven D. Black - President
 Attest: 
 Donald A. Berube - Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

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4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

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

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. INTENTIONALLY OMITTED

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Transaction Identification Data for reference only:

Issuing Agent: Flathead Premier Title Company, LLC
 Issuing Office: Flathead Premier Title - Kalispell Branch
 Issuing Office's ALTA Registry ID: 1177728
 Loan ID Number:
 Commitment Number:
 Issuing Office File Number: 8546FPT
 Property Address: 1947 9TH ST W COLUMBIA FALLS, MT 59912
 Escrow Officer: Samantha Vondrich
 Title Officer: Erin Smith

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company
SCHEDULE A

1. Commitment Date: **January 23, 2026, at 07:30 am**
2. Policy to be Issued:

- (a) ALTA® 2021 Owner's Policy

Amount: **\$640,000.00**

☒ Standard
☐ Extended

Proposed Insured: **CHICHESTER LEGACY PROPERTIES, LLC A
 MONTANA LIMITED LIABILITY COMPANY**

Premiums: **\$1,703.00**

- (b) ALTA® 2021 Loan Policy

Amount: **\$516,835.00**

☒ Standard
☐ Extended
☐ Smart

Proposed Insured: **First Interstate Bank, ISAOA**

\$50.00

Endorsements:

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in:
RH2, LLC, A MONTANA LIMITED LIABILITY COMPANY
5. The Land is described as follows:
Parcel 1 of Certificate of Survey No. 18616, a tract of land situated, lying and being in the Southeast Quarter of the Southwest Quarter of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana.

For Informational Purposes Only: **1947 9TH ST W, COLUMBIA FALLS, MT 59912**
 APN: **0014818**

Countersigned Flathead Premier Title Company, LLC

By:

**Matt Hall**

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SCHEDULE B, PART I - Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located. All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. When the proposed insured seeks ALTA extended coverage, we will require borrowers and/or sellers to execute an Indemnity and Affidavit as to debts, liens, and possession.
6. Satisfaction or release filed of record to release all Judgments, Liens, Mortgages, and Trust Indentures, if any, unless the proposed insured desires to assume or subordinate to said obligations.
7. If ALTA extended coverage is requested and/or if Westcor Land Title Insurance Company at its discretion feels a physical inspection of the property is necessary then an inspection will be performed. Any matters found by our inspection requiring disclosure to the parties involved in this transaction, will be shown in a supplemental report. Westcor Land Title Insurance Company has the right to add to the supplemental report additional exceptions to coverage, as it deems necessary.
8. Company requires Seller and Buyer to fully comply with the provisions of the Realty Transfer Act (M.C.A. 15-7-301 et. al.), which includes the requirement that Seller and Buyer fully complete a Realty Transfer Certificate which will be presented at closing. If either party fails to fully comply with the Realty Transfer Act, Company will add the following exception in the final title policy: Any state or county taxing, assessing, or recording authority's failure to acknowledge the transfer to the Insured of the land described in Schedule A, pursuant to the Realty Transfer Act, as set forth in M.C.A. 15-7-301 et. al.
9. **The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of the RH2 , LLC, a Montana limited liability company, any amendments thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.**
10. **The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of the Chichester Legacy Properties, LLC, a Montana limited liability company, any amendments thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.**

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SCHEDULE B, PART II - Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Record. No liability is assumed for errors, omissions or changes of assessed valuations or amount of taxes assessed by any state, county, city or federal taxing or assessing authority.
3. Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed
7. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Any service, installation or connection charge for any and all utilities, including, but not limited to sewer, gas, water or electricity.
9. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Flathead to use and occupy those certain roads and trails.
10. For informational purposes only, do not rely upon for a tax payment. Flathead County records indicate the taxes for the year 2025 are:

FIRST HALF:	\$3,536.46 PAID
SECOND HALF:	\$3,536.44 NOT PAID
TOTAL:	\$7,072.90
Assessor No.:	0014818
Tax Roll No.:	20489038
11. Easement for underground sewer line and appurtenances granted to Peter Tracy d/b/a Meadow Lake Country Club Estates, recorded April 13, 1984 as Document No. 8410414030, records of Flathead County, Montana.

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Quitclaim Deed of Easement to Meadow Lake Country Water and Sewer District of Flathead County, Montana, recorded September 13, 1985 as Document No. 8525613440, records of Flathead County, Montana.

12. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey No. 8299, 11800 and 18616, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604{c}.
13. Terms and provisions contained in Easement Agreement, recorded November 2, 1987 as Document No. 8730608280, records of Flathead County, Montana.
14. Terms and provisions contained in Easement Agreement, recorded November 17, 1987 as Document No. 8732114210, records of Flathead County, Montana.
15. Terms and provisions contained in Easement Agreement, recorded November 27, 1987 as Document No. 8733110200, records of Flathead County, Montana.
16. Terms and provisions contained in Easement Agreement, recorded November 27, 1987 as Document No. 8733110210, records of Flathead County, Montana.
17. Easement for an easement and right-of-way granted to Meadow Lake Water and Sewer District, recorded February 12, 1988 as Document No. 8804313200, records of Flathead County, Montana.
18. Easement Agreement recorded November 2, 1987 as Document No. 8730608320, records of Flathead County, Montana.
19. Easement for an easement and right-of-way granted to Flathead County, Montana, recorded June 6, 1989 as Document No. 8916008150, records of Flathead County, Montana.
20. Provisions and conditions contained in letter from the State of Montana Department of Health and Environmental Sciences, attached to Certificate of Survey No. 18616, recorded February 19, 2009 as Document No. 200900004326, records of Flathead County, Montana.
21. Terms and provisions contained in Resolution No. 2331C, recorded October 20, 2025 as Document No. 202500022755, records of Flathead County, Montana.
22. Terms and provisions contained in Resolution No. 2331D, recorded December 2, 2025 as Document No. 202500025899, records of Flathead County, Montana.
23. The land described in the commitment/policy shall not be deemed to include any structures standing on the premises.

NOTE: As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or a part of the subject property, which have been recorded within the last 24 months:

NONE

NOTE: Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support of record which attach to the name(s) or interest of the vested owner and/or proposed owner/borrower.

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Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Flathead Premier Title Company, LLC

Westcor Land Title Insurance Company ("WLTIC") and **Flathead Premier Title Company, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Flathead Premier Title Company, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

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

Access to Information

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

Information Sharing

Generally, neither WLTIC nor **Flathead Premier Title Company, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Flathead Premier Title Company, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Flathead Premier Title Company, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Flathead Premier Title Company, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Flathead Premier Title Company, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Flathead Premier Title Company, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

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

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com

CITY OF COLUMBIA FALLS, MONTANA
PETITION TO ANNEX

As the owner of the property(ies) listed below, being a portion of the property to be annexed, herein described, I hereby petition the City Council of the City of Columbia Falls to annex the property to the City of Columbia Falls.

Property owned by the Petitioner:

Assessor Number: 0014818

Legal Description: (attach legal description if metes and bounds)

Parcel 1 of Certificate of Survey No. 18616, a tract of land situated, lying and being in the Southeast Quarter of the Southwest Quarter of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana.

Section-Township-Range Section 07, T30N, R20W

Proposed land use: New facility for Montana Global Health to manufacture dietary supplements. City of Columbia Falls CI-1 Zoning.

Current zoning: County I-1

Owner's Legal Name as recorded on deed: Chichester Legacy Properties, LLC

Mailing Address: 105 Bando Lane, Kalispell, MT 59901

Phone Number: 406-257-9111

Owner's signature: _____ Date _____

Owner's signature: _____ Date _____

Owner's signature: _____ Date _____

Attach:

- 1.) Deed
- 2.) Map
- 3.) Completed Waiver of Protest to Creation of Special Improvement District



Debbie Pierson, Flathead County MT by TP

 202600003628
 Page: 1 of 2
 Fees: \$30.00
 2/24/2026 3:05 PM

WHEN RECORDED RETURN TO:
 CHICHESTER LEGACY PROPERTIES, LLC A MONTANA LIMITED LIABILITY COMPANY
 105 BANDO LN
 KALISPELL MT 59901
 8546FPT

WARRANTY DEED

FOR VALUE RECEIVED, RH2, LLC, A MONTANA LIMITED LIABILITY COMPANY,
 GRANTOR(S), do hereby grant, bargain, sell and convey unto:

**CHICHESTER LEGACY PROPERTIES, LLC A MONTANA LIMITED LIABILITY
 COMPANY**

GRANTEE(S), its heirs and assigns, the following described premises:

**Parcel 1 of Certificate of Survey No. 18616, a tract of land situated, lying and being in the
 Southeast Quarter of the Southwest Quarter of Section 7, Township 30 North, Range 20
 West, P.M.M., Flathead County, Montana.**

TO HAVE AND TO HOLD the said premises, with its appurtenances and easements apparent or of
 record, unto the said GRANTEE(S), its heirs and assigns forever.

SUBJECT TO Covenants, Conditions, Restrictions, Provisions, Easements and encumbrances apparent
 or of record.

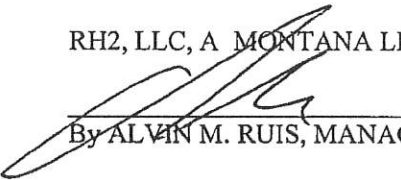
GRANTOR(S) covenants with GRANTEE(S) that GRANTOR(S) is now seized in fee simple absolute
 of said premises; that GRANTOR(S) has full power to convey same; that the same is free from all
 encumbrances excepting those set forth above; that GRANTEE(S) shall enjoy the same without any
 lawful disturbance; that GRANTOR(S) will, on demand, execute and deliver to GRANTEE(S), at the
 expense of GRANTOR(S), any further assurance of the same that may be reasonably required; and, with
 the exceptions set forth above, that GRANTOR(S) warrants to GRANTEE(S) and will defend for their
 all the said premises against every person lawfully claiming all or any interest in same.

Approved 2/24/2026 md 0014818



202600003628
Page: 2 of 2
Fees: \$30.00
2/24/2026 3:05 PM

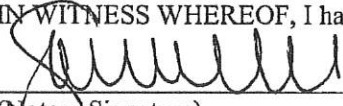
RH2, LLC, A MONTANA LIMITED LIABILITY COMPANY


By ALVIN M. RUIS, MANAGER

STATE OF: Montana
COUNTY OF: Flathead

This instrument was acknowledged before me on this 20th day of February, 2026, by
ALVIN M. RUIS, MANAGER of RH2, LLC

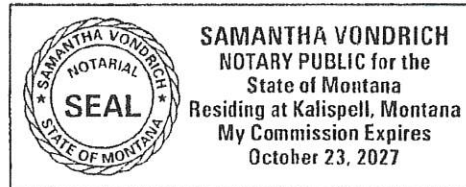
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.


(Notary Signature)

Notary Public for the State of _____

Notary Resides: _____

My commission expires: _____

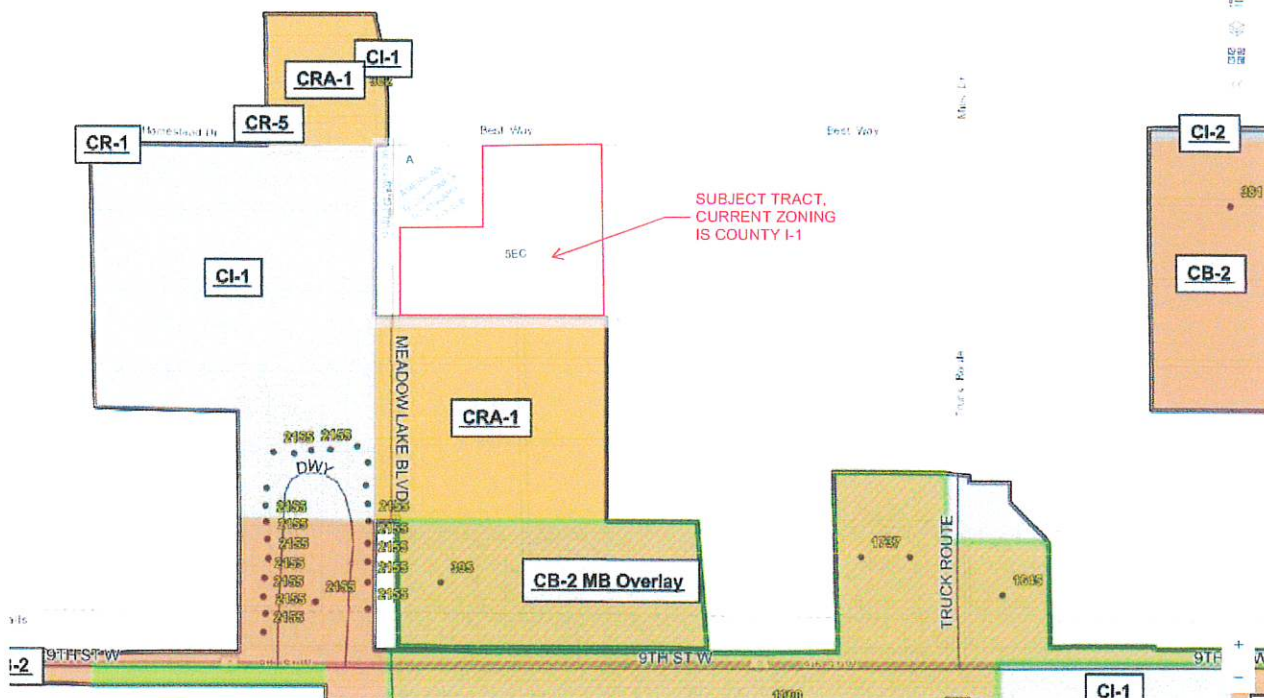


Click the icons in the corners of the map to access tools.
Click a feature on the map to view the information table.
Link to zone regulations in table.

Legend

- CB 1
- CB 2
- CB 2 MB Overlay
- CB 3
- CB 4
- CI 1
- CI 2
- CP 1
- CPUD/CB 2
- CPUD/CB 4
- CPUD/CR 3
- CPUD/CR 5
- CPUD/CRA 1
- CR 1
- CR 1 MH
- CR 2 MH
- CR 3
- CR 4
- CR 5
- CRA 1
- CSAG 10

Addresses_Clip



Columbia Falls Planning Area Existing Land Use

Click on a parcel for more information.

For clarification and/or correction please contact, Coleb Sebeack, City of Columbia Falls GIS Technician, 406.892.4432 sebeack@cityofcolumbi falls.com

ATTACHMENT 2 - MAPS

Legend

Existing Land Use Parcels

- Existing Land Use
- AGRICULTURAL
 - COMMERCIAL
 - GOVERNMENT CITY
 - GOVERNMENT OTHER
 - INDUSTRIAL
 - INFRASTRUCTURE
 - MIXED USE
 - MULTIFAMILY
 - PARKS/RECREATION/OPEN SPACE
 - PUBLIC INSTITUTIONAL
 - RESIDENTIAL
 - VACANT
 - WATER
 - Others

Planning Boundary



Planning Boundary Expansion



City Limits



Roads

