

AND WHEN RECORDED MAIL TO:
Missoula County Department of Public Works
Building Division
6089 Training Drive
Missoula, MT 59808

Filed for Record at the Request of:

Space Above This Line for Recordors Use Only

Missoula County Department of Public Works

Limited Use Agreement

WHEREAS, Ibey Leasing, LLP, is the owner of real property described as S26, T14 N, R20 W, C.O.S. 5544, PARCEL 1, IN SW4, Geocode 04-2325-26-2-01-04-0000, with an address of 6965 Angus Lane, Missoula, MT 59808 , hereafter referred to as the "Property".

WHEREAS, Ibey Leasing, LLP, has violated, or caused to be violated, provisions of the Missoula County Building Code, Montana Sanitation In Subdivision Act, Missoula County Floodplain Regulations, Missoula County Subdivision Regulations, and other laws and regulations on the Property;

WHEREAS, the violations of which Missoula County currently is aware, and the corrective action that Ibey Leasing, LLP, must take to bring the Property into legal compliance, are stated in letters from the Missoula County Community and Planning Services dated November 20, 2015; Missoula City-County Health Department dated June 7 and July 20, 2016; the Missoula Valley Water Quality District dated June 9, 2016; and the Missoula County Department of Public Works dated September 12, 2016;

WHEREAS, under the authority of the Missoula County Building Code, Stephen J. Hutchings, the Missoula County Building Official, gave the serving utility an order on September 15, 2016, to disconnect the electrical service to the Property;

WHEREAS, an inventory of commercial trees, shrubs, and other nursery plants are maintained on the Property and are watered from a well located on the Property;

WHEREAS, the pump for the well will not operate when the electrical service is disconnected;

WHEREAS, Tim Ibey, on behalf of Ibey Leasing, LLP, has asked the Missoula County Building Official to allow it to use a generator to generate electricity to operate the well pump to water existing plants on the Property;

THEREFORE, Missoula County and Ibey Leasing, LLP, enter into this Limited Use Agreement, hereafter referred to as "Agreement", to confirm the scope and extent by which Ibey Leasing, LLP, including its partners, agents, employees, and others authorized by Ibey Leasing, LLP, to be on the Property, will be allowed to use a generator to generate electricity to operate the well pump on the Property.

Ibey Leasing, LLP, hereby affirmatively agrees and covenants as follows:

1. Tim Ibey is a partner of Ibey Leasing, LLP, and he has full authority to enter into this Agreement on behalf of Ibey Leasing, LLP and bind Ibey Leasing, LLP, its partners, agents, employees, and others authorized by Ibey Leasing, LLP, to be on the Property, to the terms and restrictions of this Agreement.
2. Prior to being allowed to use a generator on the Property, Ibey Leasing, LLP shall hire a licensed Master Electrician and the Master Electrician will be allowed to apply for an electrical permit to install the connection between the well pump and the generator that meets the Missoula County Building Code.
3. The electric generator may not exceed 100 horsepower and may be used only to power the well pump. Water from the well may be used for the purpose of watering plants on the Property or any other purpose that meets the agricultural covenants as they presently exist on the property.
4. Officials of Missoula County may request inspection of the Property at a reasonable time to verify compliance with this Agreement.
5. By entering into this Agreement, Missoula County is not waiving any claims or allegations against Ibey Leasing, LLP, now or in the future for violations occurring or existing on the Property.
6. Missoula County may revoke this Agreement at any time with reasonable notice to Ibey Leasing, LLP.

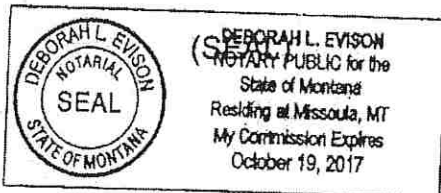
Owner:

Signature: *

Printed name: Timothy E. Ibey
Title and Relationship to Entity: Partner

Dated: 9/19/2016

On this 19 day of September, 2016, Timothy Ibey
[name of person] whose identity I verified on the basis of Partner of Ibey
Nurseay appeared before me as the signer of the
foregoing document, and he acknowledged that he signed it.



Deborah L. Evison
Notary Public for the State of Montana
Residing at Missoula, MT. My
Commission expires October 19, 2017

County:

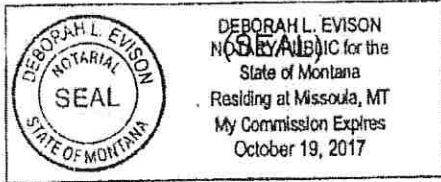
Signature: Stephen J. Hutchings

Dated: 9/15/16

Printed name: STEPHEN J. HUTCHINGS

Title of authorized County representative: Missoula County Building Official

On this 15 day of September, 2016, Stephen J. Hutchings
[name of person] whose identity I verified on the basis of Missoula County
Building Official appeared before me as the signer of the
foregoing document, and he acknowledged that he signed it.



Deborah A. Evison
Notary Public for the State of Montana
Residing at Missoula, MT. My
Commission expires October 19, 2017