

**REGULAR MEETING OF THE BOARD OF LAND COMMISSIONERS
MINUTES
JUNE 15, 2026 AT 9:00 A.M.
STATE CAPITOL, ROOM 303
HELENA, MT**

Members Present

Greg Gianforte, Governor
Susie Hedalen, Superintendent of Public Instruction
Austin Knudsen, Attorney General
James Brown, Commissioner of Securities and Insurance
Christi Jacobsen, Secretary of State
Brenda Johnson, Land Board Secretary

Members Absent

None

Testifying Staff

Amanda Kaster, DNRC Director
Ryan Weiss, DNRC Trust Lands Deputy Administrator

Attachments

Related Materials, Attachment 1 – Sign-in-Sheet
Related Materials, Attachment 2 – Charitable Gift Agreement – Notice of Corrections
Related Materials, Attachment 3 – Opposition to Lincoln shooting range

Call to Order

00:00:00 Governor Gianforte called the meeting to order.

Adopt Proposed Agenda

00:00:51 Christi Jacobsen, Secretary of State moved to approve the May agenda. The motion was seconded by Susie Hedalen, Superintendent of Public Instruction and carried unanimously.

Adopt Prior Months Meeting Minutes

00:01:09 James Brown, Commissioner of Securities and Insurance moved to approve May, minutes. The motion was seconded by Christi Jacobsen, Secretary of State and carried unanimously.

Business Considered

0626-1 Department of Labor: Final Approval for Building Sale

00:01:24 Amanda Kaster, DNRC Director, gave an overview of the item.

Public Comment: N/A

00:02:01 Christi Jacobsen, Secretary of State moved to approve item 0626-1. The motion was seconded by Susie Hedalen, Superintendent of Public Instruction.

Board Discussion/Comments:

00:02:12 James Brown, Commissioner of Securities and Insurance
00:02:23 Quinlan O'Connor, Chief Legal, Department of Labor and Industries
00:02:35 James Brown, Commissioner of Securities and Insurance
00:02:56 Quinlan O'Connor, Chief Legal, Department of Labor and Industries
00:03:13 James Brown, Commissioner of Securities and Insurance
00:03:31 Quinlan O'Connor, Chief Legal, Department of Labor and Industries
00:05:27 James Brown, Commissioner of Securities and Insurance
00:05:43 Quinlan O'Connor, Chief Legal, Department of Labor and Industries
00:05:53 James Brown, Commissioner of Securities and Insurance
00:07:37 Greg Gianforte, Governor

00:08:02 The motion to approve item 0626-1 carried 4-1.

0626-2 Department of Administration: Land Donation

00:08:31 Amanda Kaster, DNRC Director, introduced agenda item 0626-2.
00:09:21 Misty Ann Giles, Director, Department of Administration
00:11:40 Don Harris, Attorney, Department of Administration

00:13:58 Amanda Kaster, DNRC Director

Public Comment:

00:14:17 Mary Ann Dunwell, State Senator, for House District 42

00:17:55 Christi Jacobsen, Secretary of State moved to approve item 0626-2. The motion was seconded by Austin Knudsen, Attorney General.

Board Discussion/Comments:

00:18:13 James Brown, Commissioner of Securities and Insurance
00:18:41 Misty Ann Giles, Director, Department of Administration
00:18:48 James Brown, Commissioner of Securities and Insurance
00:19:00 Misty Ann Giles, Director, Department of Administration
00:19:40 James Brown, Commissioner of Securities and Insurance
00:19:59 Misty Ann Giles, Director, Department of Administration
00:20:05 James Brown, Commissioner of Securities and Insurance
00:20:19 Misty Ann Giles, Director, Department of Administration
00:21:04 James Brown, Commissioner of Securities and Insurance
00:21:19 Misty Ann Giles, Director, Department of Administration
00:21:40 James Brown, Commissioner of Securities and Insurance
00:21:58 Misty Ann Giles, Director, Department of Administration
00:22:02 James Brown, Commissioner of Securities and Insurance
00:22:09 Misty Ann Giles, Director, Department of Administration
00:22:12 James Brown, Commissioner of Securities and Insurance
00:22:28 Misty Ann Giles, Director, Department of Administration

00:22:30 James Brown, Commissioner of Securities and Insurance
00:22:33 Misty Ann Giles, Director, Department of Administration
00:22:36 James Brown, Commissioner of Securities and Insurance
00:22:46 Misty Ann Giles, Director, Department of Administration
00:23:26 James Brown, Commissioner of Securities and Insurance
00:23:55 Misty Ann Giles, Director, Department of Administration
00:24:11 James Brown, Commissioner of Securities and Insurance
00:24:53 Misty Ann Giles, Director, Department of Administration
00:24:54 James Brown, Commissioner of Securities and Insurance
00:24:55 Misty Ann Giles, Director, Department of Administration
00:25:04 James Brown, Commissioner of Securities and Insurance
00:25:23 Susie Hedalen, Superintendent of Public Instruction
00:25:44 Greg Gianforte, Governor
00:26:00 Austin Knudsen, Attorney General
00:27:14 James Brown, Commissioner of Securities and Insurance

00:29:57 The motion to approve item 0626-2 carried 4-0. Abstained 1.

0626-3 Department of Corrections: Land Exchange Final Approval

00:30:10 Amanda Kaster, DNRC Director, gave an overview of the item.

Public Comment: N/A

00:30:55 Christi Jacobsen, Secretary of State moved to approve item 0626-3. The motion was seconded by Susie Hedalen, Superintendent of Public Instruction and carried unanimously.

Board Discussion/Comments: N/A

0626-4 Timber Sales: Comers Butte

00:31:17 Amanda Kaster, DNRC Director, gave an overview of the item.

Public Comment: N/A

00:32:20 Christi Jacobsen, Secretary of State moved to approve item 0626-4. The motion was seconded by Susie Hedalen, Superintendent of Public Instruction and carried unanimously.

Board Discussion/Comments: N/A

0626-5 Oil and Gas Lease Sale

00:32:40 Amanda Kaster, DNRC Director, gave an overview of the item.

Public Comment: N/A

00:34:07 Christi Jacobsen, Secretary of State moved to approve item 0626-5. The motion was seconded by Susie Hedalen, Superintendent of Public Instruction.

Board Discussion/Comments:

00:34:16 Greg Gianforte, Governor

These summary minutes and the audio recording are a draft record and will become official upon Land Board approval at the next meeting.

00:34:28 Amanda Kaster, DNRC Director

00:34:32 The motion to approve item 0626-5 carried unanimously.

0626-6 Commercial Lease: Template Draft

00:34:45 Amanda Kaster, DNRC Director, gave an overview of the item.

Public Comment: N/A

00:35:40 Christi Jacobsen, Secretary of State moved to approve item 0626-6. The motion was seconded by Susie Hedalen, Superintendent of Public Instruction.

Board Discussion/Comments:

00:35:44 James Brown, Commissioner of Securities and Insurance

00:37:10 Greg Gianforte, Governor

00:37:33 The motion to approve item 0626-6 carried unanimously.

0626-7 Land Exchange: Preliminary Approval for Fitch Inc. Land Exchange

00:37:36 Amanda Kaster, DNRC Director, gave an overview of the item.

Public Comment:

00:38:50 Kevin Farron, Montana Wildlife Federation

00:40:48 Christi Jacobsen, Secretary of State moved to approve item 0626-7. The motion was seconded by Susie Hedalen, Superintendent of Public Instruction, carried unanimously.

Board Discussion/Comments: N/A

0626-8 Easements

00:41:09 Amanda Kaster, DNRC Director, gave an overview of the item.

Public Comment: N/A

00:41:58 Christi Jacobsen, Secretary of State moved to approve item 0626-8. The motion was seconded by Susie Hedalen, Superintendent of Public Instruction, carried unanimously.

Board Discussion/Comments: N/A

0626-9 Approval to File Objections on Water Rights (executive session)

00:42:19 Amanda Kaster, DNRC Director, gave an overview of the item.

Public Comment: N/A

The Land Board assembled into executive session at 9:47 A.M. pursuant to MCA 2-3-203(4), to discuss litigation strategy. The public portion of the meeting resumed at 9:54 A.M.

00:43:30 Christi Jacobsen, Secretary of State moved to approve item 0626-9. The motion was seconded by James Brown, Commissioner of Securities and Insurance, and carried 4-1.

Board Discussion/Comments: N/A

0626-10 Lincoln Shooting Range

00:43:52 Amanda Kaster, DNRC Director, gave an overview of the item.

Public Comment:

00:46:13 Gary Marbut, President, Montana Shooting Sports Association
00:48:47 Ken Conrad, Private Citizen
00:49:04 Brian Patzer, President, Lincoln Sportsman Club
00:51:58 Greg Hendrix, Lessee
00:53:56 Jeremy Prather, Montana Backcountry Hunters and Anglers
00:56:41 Scott Skerlock, Vice President, Lincoln Sportsman Club
00:58:24 Bill Yaeger, Treasure, Lincoln Sportsman Club
00:59:52 Brian Jennings, Secretary, Lincoln Sportsman Club
01:01:33 Melissa Youderian, Private Citizen
01:04:35 Tim Sowa, Member, Lincoln Sportsman Club
01:05:53 Nancy Robinson, Private Citizen
01:07:10 Kevin Forkan, Member, Lincoln Sportsman Club
01:13:18 Mark Landguth, Private Citizen
01:17:19 Erin Landguth, Private Citizen
01:20:59 Kelley Patzer, Private Citizen
01:23:26 John Herrin, Private Citizen
01:25:43 Leo Dutton, Private Citizen
01:27:36 Kevin Farron, Montana Wildlife Federation
01:29:06 Bob Keisling, Private Citizen

01:31:52 Greg Gianforte, Governor, made a motion to table item 0626-10. The motion was seconded by Austin Knudsen, Attorney General.

Board Discussion/Comments:

01:32:32 Greg Gianforte, Governor
01:32:56 Amanda Kaster, DNRC Director
01:33:09 Ryan Weiss, DNRC Trust Lands Deputy Administrator
01:34:06 Greg Gianforte, Governor
01:34:34 Amanda Kaster, DNRC Director
01:34:53 Greg Gianforte, Governor
01:35:00 James Brown, Commissioner of Securities and Insurance
01:36:28 Greg Gianforte, Governor
01:36:32 Susie Hedalen, Superintendent of Public Instruction
01:37:14 Greg Gianforte, Governor
01:37:19 Austin Knudsen, Attorney General
01:38:23 Greg Gianforte, Governor

01:38:34 The motion to table item 0626-10 carried unanimously

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SIGN-IN SHEET
JUNE 15, 2026, AT 9:00 A.M.
STATE CAPITOL, ROOM 303, HELENA, MT**

NAME	AFFILIATION	E-MAIL/ADDRESS	Check to be added to the interested parties list.
Raylee Honeycutt	MT Stockgrowers		
Emma Quist	MT Stockgrowers		
Nancy Robinson	resident	bigskybaby@hotmail.com	
Lawrence Robinson	resident	montanaelt@bresnan.net	✓
Jeremy Prather	MT BHA	Prather.Jeremy@gmail	
Brian Patzer	LSC	b.patzer54@gmail.com	
Tim Mattie	LSC	tmattie	
Kelley Patzer	LSC	Kelley_Patzer@hotmail.com	✓
Sen. MaryAnn Dunwell	MT Senator	MaryAnn.Dunwell@DEB.MT.B	✓
Lee Bolton	Linda Sportsman	lbolton@lsc.com.mt.gov	✓

Email landboard@mt.gov or indicate on this sign-in sheet if you would like to be placed on the Land Board interested parties list.
This sign-in sheet is a public record under Title 2, Chapter 6 of the Montana Code Annotated, but may not be reproduced or distributed for use as a mailing list without the permission of the named individuals under 2-6-1017, MCA.

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NAME	AFFILIATION	E-MAIL	Check to be added to the interested parties list.
Scott Skerlock	Lincoln Sportsman	scottskerlock@gmail.com	
GARY MARRAT	MSSA	mssa@mtssa.org	
KEN CONRAD	SELF/MSSA	KCAF47@comcast.net	
TIM SOWA	LINCOLN SPORTSMAN	MTSNIPOR89@HOTMAIL.COM	
Lacy Nichol	Self/Leases 183	nsquaredff@gmail.com	X
Kevin Forken	Lincoln Sportsman's	kforken@hotmail.com	
Beckie Williams	American Prairie	beckie@americanprairie.org	✓
Mike Bir	Lincoln Sportsman	mmdropservice@gmail.com	
Bruce West	Lincoln Sportsman		
Dennis Atteff	Lincoln Sportsman Club		
Jim Hess	Lincoln Sportsman Club		
Greg Hendrix	Landowner/Leaser	papahendrix1962@gmail.com	✓
KEVIN FARROW	MWF	kevin@mwf.org	
RON SHORTRIDGE	Lincoln Sportsman	rsshortridge@gmail.com	✓

Email landboard@mt.gov or indicate on this sign-in sheet if you would like to be placed on the Land Board interested parties list.

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CHARITABLE GIFT AGREEMENT

This charitable gift agreement (“**Agreement**”) is made _____, 2026, between Susan K. Gianforte, as the Trustee of the Susan K. Gianforte Revocable Trust, u/t/d September 19, 2000, and Greg R. Gianforte, as the Trustee of the Greg R. Gianforte Revocable Trust, u/t/d September 19, 2000 (collectively, the “**Donors**”), whose address is 1320 Manley Road, Bozeman, Montana 59715, and the State of Montana (“**Recipient**”), whose address is Department of Administration 125 North Roberts Street, Helena, Montana 59620.

Recitals

- A. The Recipient is a State as described in section 170(c)(1) of the Internal Revenue Code of 1986, as amended (“Code”).
- B. The Recipient wishes to acquire property suitable for the executive residence of the governor in furtherance of its public purposes (the “Public Purposes”).
- C. Donors own real property with an address of 720 Madison Avenue in Helena, Montana, and with a legal description contained in Exhibit A hereto (the “Residence”) that is believed to be suitable for Recipient’s Public Purposes.
- D. Donors desire to transfer the Residence to Recipient for use in Recipient’s Public Purposes, subject to the terms and conditions contained herein.
- E. Recipient believes that the possibility that it will not use the Residence for its Public Purposes before the Termination Date (defined in Paragraph 3 below) is negligible.
- F. The Conditions Subsequent (defined in Paragraph 3 below) are intended as executory limitations upon the transfer of the Residence so as to create an executory interest in and to the Residence. The Donors intend that no interest in the Residence whatsoever shall ever revert or vest in the Donors or any of their heirs for any purpose following Donors conveyance of the Residence herein.
- G. Without limiting the generality of the foregoing Paragraph F, the Donors intend, anticipate, and reasonably expect that, regardless of whether any executory interest created by either this Agreement or any deeds contemplated herein ever ripen into a possessory interest to the Recipient or any Contingent Donee defined herein, the Residence is irrevocably transferred by the Donors as a “charitable contribution”, as that term is defined under section 170(c)(1) of the Code.

THEREFORE, Donors and Recipient (collectively the “**Parties**”) enter into this Agreement pursuant to the following terms and conditions:

1. **Transfer of Title and Possession of Residence.** Donors agree to and hereby transfer all title and possession of the Residence to Recipient, and Recipient agrees to accept the transfer of

the Residence from Donors, on the terms and conditions stated in this Agreement. The Residence, including all improvements and fixtures, is legally described on the attached **Exhibit A**.

2. **Pre-Closing Contingencies**. Each of the following are pre-closing conditions (collectively, the “**Pre-Closing Contingencies**”) that must occur prior to Closing for this transaction to become legally binding or effective on the Parties:

a. On or before August 31, 2026, Recipient shall obtain approval from the State of Montana Board of Land Commissioners (the “**Land Board**”) to accept (i) the terms of this Agreement, and (ii) the transfer of the Residence for Recipient’s Public Purposes.

b. When both Parties agree that the above Pre-Closing Contingency has been satisfied, Donors shall pay for and obtain an appraisal of the Residence, including all improvements and fixtures, as set forth in this paragraph. The appraisal shall be a qualified appraisal performed by a qualified appraiser as provided in section 170(f)(11)(E)(i)-(ii) of the Code as otherwise required pursuant to Section 170 of the Code. The appraisal shall be sufficient for Donors to document and substantiate their charitable gift for purposes of duly claiming a charitable deduction under Section 170 of the Code or under applicable state tax law, and copies of the appraisal shall be provided to both the Donors and Recipient.

3. **Conditions Subsequent**. After satisfaction of the Pre-Closing Contingencies, the Residence will be transferred by Donors to Recipient for the purpose of an executive residence for the governor for use by Recipient in furtherance of its Public Purposes. Recipient agrees that it must meet the following conditions through the Termination Date (defined below) to release the executory limitations imposed by this paragraph and the Grant Deed with Conditions Subsequent (defined below) (collectively, the “**Conditions Subsequent**”):

a. Recipient shall use the Residence as the executive residence of the governor of the State of Montana in furtherance of its Public Purposes, provided however, that another location or residence may be used temporarily as the executive residence of the governor for a period of not more than 24 consecutive months without violating this Condition. The Parties acknowledge and agree that, for purposes of this Agreement and Condition, “use of the Residence as the executive residence of the governor” shall include any period in which the governor of Montana: (i) resides in the Residence; (ii) uses the Residence to host events for Recipient’s Public Purposes, whether or not the governor is residing in the Residence; (iii) is absent from the Residence while receiving medical care or treatment; or (iv) is absent from the Residence due to construction or maintenance work on the Residence.

b. The Recipient shall not designate another location or property as the executive residence of the governor of the State of Montana.

c. The Recipient shall not pass any act or law that is contrary to the terms of this Agreement; that is inconsistent with any of the Conditions Subsequent stated herein; or that

would otherwise operate to prevent this Agreement or its Conditions Subsequent from having their full force and effect.

d. During the term of this Agreement, Recipient shall ensure that all taxes and assessments on the Residence are paid, no liens or lis pendens are attached to the Residence, and no permanent easements or covenants are added to the Residence.

e. Recipient may not sell, gift, transfer, or otherwise attempt to change the ownership of the Residence.

If at any time prior to December 31, 2056, (“**Termination Date**”) Recipient does not meet all of the Conditions Subsequent, then the Contingent Donee (defined below) may deliver to Recipient a written notice demanding that Recipient comply with the terms hereof within thirty (30) calendar days following Recipient’s receipt of the notice. If Recipient has not complied with such notice by the end of the allowed period then (a) the executory interest of the Contingent Donee in and to the Residence shall ripen into a fee simple and possessory interest pursuant to the terms of the Grant Deed with Conditions Subsequent (defined below), (b) the Residence shall irrevocably pass directly to the Contingent Donee in fee simple and by operation of law, and (c) the Contingent Donee may instruct the Closing Agent to record the Subsequent Quitclaim Deed (defined below) or pursue any other remedy available at law or in equity. For purposes of this Agreement and the Grant Deed with Conditions Subsequent, “Contingent Donee” shall be defined as Carroll College, treated as a tax exempt organization pursuant to Section 501(c)(3) of the Code (“Carroll College”). If, however, at that time, Carroll College is no longer a tax-exempt organization pursuant to Section 170 of the Code, then Carroll College shall be replaced and substituted as the “Contingent Donee” herein by the Montana Family Institute, Inc., a Montana non-profit corporation, treated as a tax exempt organization pursuant to Section 501(c)(3) of the Code (the “Montana Family Institute”).

4. **Donation.** After the Pre-Closing Contingencies in paragraph 2 of this Agreement are satisfied, Donors shall gift, donate, convey and transfer the Residence to Recipient and Recipient shall accept that gift, donation, conveyance and transfer, which the Parties shall accomplish by consummating the transactions this Agreement describes (those transactions, the “**Transaction;**” the moment the Parties consummate the Transaction, the “**Closing;**” the date upon which Closing occurs, the “**Closing Date**”). The Donors are transferring the Residence to Recipient in furtherance of Recipient’s Public Purposes subject to the Conditions Subsequent.

5. **Personal Property.** The Residence transferred by this Agreement does not include any artwork, furnishings, personal belongings and/or any other personal property located in or around the Residence (“**Personal Property**”). All Personal Property of the Donors that is located in the Residence on or after the Closing Date shall not transfer to Recipient and shall continue to be owned and possessed by the Donors. The Donors shall have until January 2, 2029, to remove Donors’ Personal Property from the Residence. The Donors and their contractors and agents shall have access to the Residence until January 2, 2029, for the purpose of removing Donors’ Personal

Property. Any Personal Property left in the Residence following January 2, 2029 shall constitute a separate irrevocable gift, donation, and transfer to the Recipient.

6. **Donors' Plaques.** Donors have the option to have at least one or more Donors' plaques (the "**Donors' Plaques**") mounted on the Residence in locations determined by Donors, and agreed to by Recipient before placement proceeds. The Donors' Plaques shall be consistent with Recipient's brand standards, including exterior and interior signage, wayfinding, logos, and letterhead, of a size and prominence and appearance equal to other plaques of similar nature and size.

7. **Closing.** The Closing Date shall be on or before _____. Recipient shall pay all closing fees and costs.

a. On or before the Closing Date, the Donors shall sign, date, and deliver to the Helena Abstract & Title Co., (the "**Closing Agent**") at 314 Fuller Avenue, Helena, Montana 59601, (i) a grant deed in the form attached as **Exhibit B** (the "**Grant Deed with Conditions Subsequent**"), conveying the Residence to Recipient subject to the Conditions Subsequent, and (ii) a quitclaim deed in the form attached hereto as **Exhibit C** (the "**Quitclaim Deed and Release of Conditions**"), conveying the Residence to Recipient without further conditions, to be held by the Closing Agent and recorded only upon the Recipient's satisfaction of all Conditions Subsequent by the Termination Date, along with Montana Department of Revenue Realty Transfer Certificates (the "**RTC**") for the Residence.

b. On or before the Closing Date, Recipient shall sign, date, and deliver to the Closing Agent a quitclaim deed in the form attached as **Exhibit D** (the "**Subsequent Quitclaim Deed**"), conveying the Residence to the Contingent Donee to be held by the Closing Agent and recorded only upon Recipient's failure to meet any one or more of the Conditions Subsequent in Paragraph 3 of this Agreement at any time prior to the Termination Date.

c. The Parties shall sign all additional documents and take additional actions necessary, advisable or desirable to consummate the Transaction in a manner consistent with this Agreement. On the Closing Date, the Parties shall cause the Closing Agent to (i) record the original signed, dated, and notarized Grant Deed with Conditions Subsequent, (ii) submit the applicable RTC to the Montana Department of Revenue, (iii) deliver to each of the Parties copies of all documents executed by the Parties for the Closing.

d. Closing Agent shall hold both the Quitclaim Deed and Release of Conditions (Exhibit C) and the Subsequent Quitclaim Deed (Exhibit D) until the Termination Date. By the Termination Date, Recipient shall provide to Closing Agent and Contingent Donee evidence of successfully satisfying all of the Conditions Subsequent by way of a true and correct affidavit attesting under oath that all of the Conditions Subsequent have been satisfied. If such affidavit is satisfactory to Closing Agent and Contingent Donee, Contingent Donee shall confirm as such with the Closing Agent and cause the Closing Agent to record the Quitclaim

Deed and Release of Conditions (Exhibit C). If Recipient's affidavit does not satisfactorily demonstrate that Recipient has met all of the Conditions Subsequent, Contingent Donee shall so indicate in writing to Closing Agent and Recipient, and Contingent Donee shall cause Closing Agent to record the Subsequent Quitclaim Deed (Exhibit D). Recipient shall pay for any expense the Closing Agent incurs in recording the Grant Deed with Conditions Subsequent and in recording or filing any other instrument as part of the Closing process. The Contingent Donee shall pay for any expense the Closing Agent incurs in recording the Subsequent Quitclaim Deed.

8. **Title Commitment.** Within a reasonable time, following execution and delivery of this Agreement, Donors will cause to be furnished to Recipient an ALTA preliminary title commitment issued by Closing Agent for issuance of an ALTA standard-coverage owner's policy of title insurance with coverage in the amount of the estimated value of the Residence (the "**Title Commitment**").

9. **Title Insurance.** Within thirty (30) days after Closing, or as soon thereafter as the same is received, Donors shall cause to be furnished to Recipient an ALTA standard-coverage owner's policy of title insurance (the "Title Insurance"), insuring Recipient against loss or damage sustained by Recipient by reason of the unmarketability of Donors' title to the Residence, or encumbrances thereon, other than the exceptions identified in the Title Commitment. Recipient shall bear all costs for the Title Insurance policy and any endorsements requested by Recipient thereto.

10. **Proration of Taxes and Assessments.** Real property taxes, assessments, and other customarily prorated items, as applicable, shall be prorated between the Parties as of the Closing Date. Donors shall be responsible for all real property taxes, assessments and other customarily prorated items for the period of time prior to the Closing Date, and Recipient shall be responsible for the balance of such items.

11. **Acceptance of Residence and "AS IS, WHERE IS" Condition of Residence.** Recipient enters into this Agreement in full reliance upon Recipient's own independent investigation and judgment of the Residence. Recipient acknowledges that any prior verbal representations by Donors or their representatives do not modify or affect this Agreement. Recipient acknowledges and understands that Donors make no warranties or representations about the condition of the Residence, the ability of Recipient to use the Residence for its intended Public Purposes, or the ability of Recipient to obtain any necessary permits and approvals for use of said Residence, and Recipient acknowledges and understands that it is being gifted the Residence in an "AS IS, WHERE IS" condition, subject to all defects, whether apparent or latent, now or hereafter discovered, without any warranty or representation as to its condition, unless expressly stated in this Agreement. Recipient acknowledges having adequate time prior to Closing to inspect the Residence, conduct any and all professional inspections, tests, or other due diligence as it has determined appropriate. Specifically, there are no warranties, express or implied, including the

implied warranties of condition, suitability, habitability, merchantability or fitness for a particular purpose given by Donors to Recipient, and Recipient agrees to accept the Residence in its “AS-IS”, “WHERE-IS” present condition, with all faults, unless otherwise provided for, and that by signing this Agreement, Recipient acknowledges having read and understood this provision.

12. **Future Improvements.** Recipient shall have the right, but not the obligation, to make improvements to the Residence, including but not limited to the improvements described on Exhibit E attached hereto, during the term of this Agreement (“**Improvements**”). Except as otherwise provided for herein, Recipient may construct the Improvements and shall pay for all costs and expenses incurred by Recipient in connection with the Improvements. Should any one or more of the Conditions Subsequent in paragraph 3 of this Agreement not be satisfied, and the Subsequent Quitclaim Deed recorded, all Improvements shall be conveyed to the Contingent Donee and the Contingent Donee shall not be required to pay or reimburse Recipient for any Improvements made by Recipient.

13. **Donors’ Representations and Warranties.** Donors represent and warrant to Recipient as follows:

a. Donors have power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.

b. To Donors’ knowledge, there are no unrecorded liens, lis pendens, financing statements or other financial encumbrances adversely affecting the title of the Residence, except for any accrued and unpaid property taxes, and Donors have committed no acts which would result in the creation of such liens, lis pendens, financing statements or other financial encumbrances adversely affecting the title of the Residence.

14. **Recipient’s Representations and Warranties.** Recipient hereby represents and warrants to Donors, both as of the date hereof and as of the Closing Date, that:

a. Recipient is a State as described in section 170(c)(1) of the Code.

b. Recipient has taken all action necessary to authorize execution and performance of this Agreement, and the officer executing this Agreement on behalf of Recipient has been duly authorized and directed to do so by Recipient. Recipient has power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.

c. Recipient represents that it understands and agrees to receive the Residence subject to the Conditions Subsequent and other terms outlined in this Agreement. Recipient understands and agrees to adhere to all terms of this Agreement.

d. Recipient represents and warrants that it plans to use the Residence as the executive residence of the governor for its Public Purposes in accordance with the Conditions Subsequent through the Termination Date. Further, Recipient represents and warrants that it believes that the possibility that Recipient will not satisfy the Conditions Subsequent is negligible.

15. **Remedies.** This Agreement may be enforced by any means or remedy available at law or in equity, including the remedy of specific performance.

16. **Notices.** All notices or other communications given or made pursuant to this Agreement shall be in writing and shall be deemed given and received upon personal delivery (which shall include delivery by commercial, overnight courier) or three (3) business days after deposit in the United States mail, certified, return receipt requested, postage prepaid and addressed to the party or the registered agent of the party, as the case may be, at the mailing address shown in the public real estate tax records for Lewis and Clark County, Montana, or registered with the Montana Secretary of State, as applicable.

17. **Waiver.** The failure of any Party to insist upon the strict performance of any given provision of this Agreement shall not constitute a waiver of or estoppel against asserting the right to require that performance in the future. A waiver or estoppel in any one instance shall not constitute a waiver or estoppel with respect to a later breach of similar nature or otherwise. Notwithstanding any other provision of this Agreement, no breach of any provision herein contained shall entitle a Party to cancel, rescind, or otherwise terminate this Agreement.

18. **Counterparts.** This Agreement may be executed in several counterparts and as so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the same counterpart

19. **Headers.** All headers, paragraph titles, and captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

20. **Relationship between Parties.** Nothing contained in this agreement shall be construed to place Donors and Recipient in a relationship of partners, joint venturers, or principal and agent. Donors shall have no right to obligate or bind Recipient in any manner whatsoever. Recipient shall have no right to obligate or bind Donors in any manner whatsoever.

21. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, estates, legal representatives, successors and permitted assigns.

22. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all other agreements and understandings, both written and oral, between the Parties, relating to the Residence. This Agreement may be modified, amended, or supplemented only by an instrument in writing executed by both Parties.

23. **Amendment and Enforcement.** Except as otherwise expressly provided in this Agreement, this Agreement may not be modified, amended, or supplemented except by written agreement of the parties in interest (or their respective agents, heirs, personal representatives, or

trustees) with respect to the Residence. Donors and their trustees, agents, heirs, assigns, or personal representatives shall have standing to enforce this Agreement.

24. **Severability.** A declaration by a court or any other binding legal authority that any provision of this Agreement is illegal or void will not affect the legality and enforceability of any other provision of the Agreement. If any clause, provision or portion of this Agreement is determined to be illegal or unenforceable under present or future laws or public policy, the remainder of the Agreement shall remain unaffected but the illegal or unenforceable provision shall be modified to effectuate the intention of the Agreement in compliance with all applicable laws.

25. **Professional Services and Legal Representation.** The Parties had the opportunity to consult legal counsel and were represented by independent legal counsel. Recipient obtained all professional advice, legal or otherwise, related to this Agreement and the Residence that Recipient determined was necessary or appropriate, prior to Closing. Recipient obtained all inspections, title insurance, legal advice, or other professional advice from independent counsel that Recipient determined was necessary or appropriate at Recipient's sole cost and expense. Donors were represented by Crowley Fleck PLLP at Donors' sole cost and expense. The Parties hereto acknowledge each Party and its counsel had the opportunity to review this Agreement, and the rule of construction that any ambiguities will be resolved against the drafting party shall not be employed in interpretation of this Agreement, its exhibits, or amendments.

26. **Attorney Fees.** In the event suit or action is instituted for declaration of rights hereunder or to enforce any of the provisions of this Agreement, the substantially prevailing party shall be entitled to such sums as the trial court awards as reasonable attorneys' fees and all costs of collection and enforcement, which sums, fees and costs shall be paid by the non-prevailing party or parties. If any appeal is taken from any judgment or decree, the Parties agree to pay further attorneys' fees and costs as determined reasonable by the court and awarded to the substantially prevailing party.

27. **Choice of Law and Venue.** This Agreement shall be governed and interpreted according to Montana law. The parties agree that any litigation concerning this Agreement shall be brought only in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

[signatures on following pages]

Dated _____, 2026.

**GREG R. GIANFORTE, AS TRUSTEE OF
THE GREG R. GIANFORTE REVOCABLE
TRUST**

Greg R. Gianforte, as Trustee of the Greg R.
Gianforte Revocable Trust

STATE OF MONTANA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____ 2026, by
Greg R. Gianforte, as Trustee of the Greg R. Gianforte Revocable Trust.

[SEAL]

Notary Public
Print Name _____

Parties:

Donors **Greg R. Gianforte Revocable Trust; Susan K. Gianforte Revocable Trust**

Recipient **State of Montana**

List of Exhibits:

Exhibit A **Property Description**

Exhibit B **Grant Deed with Conditions Subsequent**

Exhibit C **Quitclaim Deed and Release of Conditions**

Exhibit D **Subsequent Quitclaim Deed**

Exhibit E **Improvements**

Other Documents:

Realty Transfer Certificate

Land Board Minutes – Approving Transfer

EXHIBIT A
PROPERTY DESCRIPTION

Real property located in Lewis and Clark County and more particularly described as follows:

Lots 4, 5 and 6 of Block 7 of the Hauser Addition to the City of Helena, Lewis and Clark County, Montana.

EXHIBIT B
GRANT DEED WITH CONDITIONS SUBSEQUENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Susan K. Gianforte, as the Trustee of the Susan K. Gianforte Revocable Trust, u/t/d September 19, 2000, and Greg R. Gianforte, as the Trustee of the Greg R. Gianforte Revocable Trust, u/t/d September 19, 2000, whose mailing address is 1320 Manley Road, Bozeman, Montana 59715 (collectively, the “Grantors”), hereby grant, gift, convey and transfer unto the State of Montana, with a mailing address of _____, _____, _____ (the “Grantee”), real property located in Lewis and Clark County, Montana, and more particularly described as follows (the “Property”):

Lots 4, 5 and 6 of Block 7 of the Hauser Addition to the City of Helena, Lewis and Clark County, Montana.

TOGETHER WITH all improvements, fixtures and appurtenances situated on the above-described Property.

FURTHER TOGETHER WITH all easements or interest in easements appurtenant to the Property which are or have been utilized in conjunction with the property for Grantors’ benefit.

FURTHER TOGETHER WITH all and singular the hereinbefore described Property, together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rent, issues and profits thereof; and also all the estate, right, title, interest, possession, claim and demand whatsoever, as well in law as in equity, of the Grantors, of, in or to the Property, and every part and parcel thereof, with appurtenances thereto belonging.

PROVIDED, HOWEVER, that the grant, gift, conveyance and transfer made herein to Grantee shall be SUBJECT TO THE FOLLOWING conditions, for a period commencing on the date hereof and ending on December 31, 2056, and Grantee covenants, agrees and takes title and possession of the Property subject to the following conditions (the “Conditions Subsequent”):

- a. Grantee shall use the Property as the executive residence of the governor of the State of Montana in furtherance of its public purposes, provided however, that another location or residence may be used temporarily as the executive residence of the governor for a period of not more than twenty-four (24) consecutive months without violating this condition. The Grantors and Grantee acknowledge and agree that, for purposes of this Condition Subsequent, “use of the Property as the executive residence of the governor” shall include any period in which the governor of Montana: (i) resides in the Property; (ii) uses the Property to host events for the public purposes of Grantee, whether or not the governor is residing in the Property; (iii) is absent from the Property while receiving medical care or treatment; or (iv) is absent from the Property due to construction or maintenance work on the Property.
- b. The Grantee shall not designate another location or property as the executive residence of the governor of the State of Montana.

c. The Grantee shall not pass any act or law that is contrary to the terms of this Deed; that is inconsistent with any of the Conditions Subsequent stated herein; or that would otherwise operate to prevent this Deed or its Conditions Subsequent from having their full force and effect.

d. Recipient shall ensure that all taxes and assessments on the Property are paid, no liens or lis pendens are attached to the Property, and no permanent easements or covenants are added to the Property.

e. Recipient may not sell, gift, transfer, or otherwise attempt to change the ownership of the Property.

If at any time prior to December 31, 2056, Grantee does not meet all Conditions Subsequent, then the Contingent Donee (defined below) may deliver to Grantee a written notice demanding that Recipient comply with the terms hereof within thirty (30) calendar days following Grantee's receipt of the notice. If Grantee has not complied with such notice by the end of the allowed period then (a) the executory interest of the Contingent Donee in and to the Property shall ripen into a fee simple and possessory interest pursuant to the terms of this Deed, (b) the Property shall irrevocably pass directly to the Contingent Donee in fee simple and by operation of law, and (c) the Contingent Donee may cause to be recorded a quitclaim deed from Grantee for the benefit of the Contingent Donee or pursue any other remedy available at law or in equity. For purposes of this Deed, "Contingent Donee" shall be defined as Carroll College, treated as a tax exempt organization pursuant to Section 501(c)(3) of the Code ("Carroll College"). If, however, at that time, Carroll College is no longer a tax-exempt organization pursuant to Section 170 of the Code, then Carroll College shall be replaced and substituted as the "Contingent Donee" herein by the Montana Family Institute, Inc., a Montana non-profit corporation, treated as a tax exempt organization pursuant to Section 501(c)(3) of the Code (the "Montana Family Institute").

TO HAVE AND TO HOLD unto the Grantee, and to its fiduciaries, successors and assigns, forever, FURTHER SUBJECT TO THE FOLLOWING:

- (a) Reservations and exceptions in patents from the United States and the State of Montana;
- (b) Any and all existing covenants, conditions, restrictions, exceptions, reservations, encumbrances, easements and rights of way, whether or not of record;
- (c) Any and all mineral and royalty reservations and conveyances of records, oil and gas leases of record, and mineral leases of record;
- (d) County road rights-of-way not recorded and indexed as a conveyance in the office of the Clerk and Recorder of Lewis and Clark County, Montana;
- (e) Rights of the public in and to that portion of the Property described herein taken or used for road purposes, if any;

- (f) Covenants, conditions, restrictions and reservations contained in all prior deeds of record with respect to the real property described above or any portion thereof;
- (g) Taxes and assessments for 2026 and subsequent years; and
- (h) **[insert exceptions from the Title Commitment.]**

Grantors, for themselves and their fiduciaries, successors and assigns, and subject to the exceptions and Conditions Subsequent referred to above, warrant and covenant to the Grantee only that prior to the delivery of this deed to Grantee, Grantors have not conveyed the Property, or any right, title, or interest therein, to any person other than the Grantee, and the Property is free from financial encumbrances done, made or suffered by Grantors.

[Remainder of Page Intentionally Left Blank]
[Signature Page to Follow]

Dated _____, 2026.

**GREG R. GIANFORTE, AS TRUSTEE OF
THE GREG R. GIANFORTE REVOCABLE
TRUST**

Greg R. Gianforte, as Trustee of the Greg R.
Gianforte Revocable Trust

STATE OF MONTANA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____ 2026, by
Greg R. Gianforte, as Trustee of the Greg R. Gianforte Revocable Trust.

[SEAL]

Notary Public
Print Name _____

Dated _____, 2026.

**SUSAN K. GIANFORTE, AS TRUSTEE OF
THE SUSAN K. GIANFORTE REVOCABLE
TRUST**

Susan K. Gianforte, as Trustee of the Susan K.
Gianforte Revocable Trust

STATE OF MONTANA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____ 2026, by
Susan K. Gianforte, as Trustee of the Susan K. Gianforte Revocable Trust.

[SEAL]

Notary Public
Print Name _____

EXHIBIT C
QUITCLAIM DEED AND RELEASE OF CONDITIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Susan K. Gianforte, as the Trustee of the Susan K. Gianforte Revocable Trust, u/t/d September 19, 2000, and Greg R. Gianforte, as the Trustee of the Greg R. Gianforte Revocable Trust, u/t/d September 19, 2000, whose mailing addresses are 1320 Manley Road, Bozeman, Montana 59715 (collectively, the “**Grantors**”), hereby release, remise and forever quitclaim unto the State of Montana, with a mailing address of _____, _____, _____ (the “**Grantee**”), and to its fiduciaries, successor and assigns, forever, real property located in Lewis and Clark County, Montana, and more particularly described as follows:

Lots 4, 5 and 6 of Block 7 of the Hauser Addition to the City of Helena, Lewis and Clark County, Montana.

TOGETHER WITH all improvements, fixtures and appurtenances situated on the above-described property.

FURTHER TOGETHER WITH all easements or interest in easements appurtenant to the Property which are or have been utilized in conjunction with the property for Grantors’ benefit.

TO HAVE AND TO HOLD unto the Grantee and its successors and assigns, forever.

[Remainder of Page Intentionally Left Blank]
[Signature Page to Follow]

Dated _____, 2026.

**GREG R. GIANFORTE, AS TRUSTEE OF
THE GREG R. GIANFORTE REVOCABLE
TRUST**

Greg R. Gianforte, as Trustee of the Greg R.
Gianforte Revocable Trust

STATE OF MONTANA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____ 2026, by
Greg R. Gianforte, as Trustee of the Greg R. Gianforte Revocable Trust.

[SEAL]

Notary Public
Print Name _____

Dated _____, 2026.

**SUSAN K. GIANFORTE, AS TRUSTEE OF
THE SUSAN K. GIANFORTE REVOCABLE
TRUST**

Susan K. Gianforte, as Trustee of the Susan K.
Gianforte Revocable Trust

STATE OF MONTANA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____ 2026, by
Susan K. Gianforte, as Trustee of the Susan K. Gianforte Revocable Trust.

[SEAL]

Notary Public
Print Name _____

EXHIBIT D
QUITCLAIM DEED

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State of Montana, with a mailing address of _____, _____, _____, (the "Grantor"), hereby releases, remises, and forever quitclaims unto **[Insert Contingent Donee]**, with a mailing address of _____, _____, _____, (the "Grantee"), and unto its successors and assigns, forever, real property located in Lewis and Clark County, Montana, and more particularly described as follows:

Lots 4, 5 and 6 of Block 7 of the Hauser Addition to the City of Helena, Lewis and Clark County, Montana.

TOGETHER WITH all improvements, fixtures and appurtenances situated on the above-described property.

FURTHER TOGETHER WITH all easements or interest in easements appurtenant to the Property which are or have been utilized in conjunction with the property for Grantors' benefit.

TO HAVE AND TO HOLD unto the Grantee and its successors and assigns, forever.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Follow]

NOTICE OF CORRECTION

The Department of Administration asks the Land Board to note a change in the charitable gift agreement included in the agenda packet.

In **paragraph 3.a** on **page 2** of the Charitable Gift Agreement and in **paragraph a** on **page 14** of Exhibit B–Grant Deed with Conditions Subsequent, the word “**and**” is changed to “**or**” immediately before (iv) in the list of conditions that constitute “use of the Property as the executive residence of the governor.”

The change was made to reflect the parties’ intention that each of the conditions individually would constitute “use by the governor” rather than requiring all of the conditions to be met simultaneously. The changes are marked below.

the Residence from Donors, on the terms and conditions stated in this Agreement. The Residence, including all improvements and fixtures, is legally described on the attached **Exhibit A**.

1. **Pre-Closing Contingencies**. Each of the following are pre-closing conditions (collectively, the “**Pre-Closing Contingencies**”) that must occur prior to Closing for this transaction to become legally binding or effective on the Parties:

a. On or before August 31, 2026, Recipient shall obtain approval from the State of Montana Board of Land Commissioners (the “**Land Board**”) to accept (i) the terms of this Agreement, and (ii) the transfer of the Residence for Recipient’s Public Purposes.

b. When both Parties agree that the above Pre-Closing Contingency has been satisfied, Donors shall pay for and obtain an appraisal of the Residence, including all improvements and fixtures, as set forth in this paragraph. The appraisal shall be a qualified appraisal performed by a qualified appraiser as provided in section 170(f)(11)(E)(i)-(ii) of the Code as otherwise required pursuant to Section 170 of the Code. The appraisal shall be sufficient for Donors to document and substantiate their charitable gift for purposes of duly claiming a charitable deduction under Section 170 of the Code or under applicable state tax law, and copies of the appraisal shall be provided to both the Donors and Recipient.

2. **Conditions Subsequent**. After satisfaction of the Pre-Closing Contingencies, the Residence will be transferred by Donors to Recipient for the purpose of an executive residence for the governor for use by Recipient in furtherance of its Public Purposes. Recipient agrees that it must meet the following conditions through the Termination Date (defined below) to release the executory limitations imposed by this paragraph and the Grant Deed with Conditions Subsequent (defined below) (collectively, the “**Conditions Subsequent**”):

a. Recipient shall use the Residence as the executive residence of the governor of the State of Montana in furtherance of its Public Purposes, provided however, that another location or residence may be used temporarily as the executive residence of the governor for a period of not more than 24 consecutive months without violating this Condition. The Parties acknowledge and agree that, for purposes of this Agreement and Condition, “use of the Residence as the executive residence of the governor” shall include any period in which the governor of Montana: (i) resides in the Residence; (ii) uses the Residence to host events for Recipient’s Public Purposes, whether or not the governor is residing in the Residence; (iii) is absent from the Residence while receiving medical care or treatment; **and or** (iv) is absent from the Residence due to construction or maintenance work on the Residence.

b. The Recipient shall not designate another location or property as the executive residence of the governor of the State of Montana.

c. The Recipient shall not pass any act or law that is contrary to the terms of this Agreement; that is inconsistent with any of the Conditions Subsequent stated herein; or that

EXHIBIT B
GRANT DEED WITH CONDITIONS SUBSEQUENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Susan K. Gianforte, as the Trustee of the Susan K. Gianforte Revocable Trust, u/t/d September 19, 2000, and Greg R. Gianforte, as the Trustee of the Greg R. Gianforte Revocable Trust, u/t/d September 19, 2000, whose mailing address is 1320 Manley Road, Bozeman, Montana 59715 (collectively, the “Grantors”), hereby grant, gift, convey and transfer unto the State of Montana, with a mailing address of _____, _____ (the “Grantee”), real property located in Lewis and Clark County, Montana, and more particularly described as follows (the “Property”):

Lots 4, 5 and 6 of Block 7 of the Hauser Addition to the City of Helena, Lewis and Clark County, Montana.

TOGETHER WITH all improvements, fixtures and appurtenances situated on the above-described Property.

FURTHER TOGETHER WITH all easements or interest in easements appurtenant to the Property which are or have been utilized in conjunction with the property for Grantors’ benefit.

FURTHER TOGETHER WITH all and singular the hereinbefore described Property, together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rent, issues and profits thereof; and also all the estate, right, title, interest, possession, claim and demand whatsoever, as well in law as in equity, of the Grantors, of, in or to the Property, and every part and parcel thereof, with appurtenances thereto belonging.

PROVIDED, HOWEVER, that the grant, gift, conveyance and transfer made herein to Grantee shall be SUBJECT TO THE FOLLOWING conditions, for a period commencing on the date hereof and ending on December 31, 2056, and Grantee covenants, agrees and takes title and possession of the Property subject to the following conditions (the “Conditions Subsequent”):

- a. Grantee shall use the Property as the executive residence of the governor of the State of Montana in furtherance of its public purposes, provided however, that another location or residence may be used temporarily as the executive residence of the governor for a period of not more than twenty-four (24) consecutive months without violating this condition. The Grantors and Grantee acknowledge and agree that, for purposes of this Condition Subsequent, “use of the Property as the executive residence of the governor” shall include any period in which the governor of Montana: (i) resides in the Property; (ii) uses the Property to host events for the public purposes of Grantee, whether or not the governor is residing in the Property; (iii) is absent from the Property while receiving medical care or treatment; **and or** (iv) is absent from the Property due to construction or maintenance work on the Property.
- b. The Grantee shall not designate another location or property as the executive residence of the governor of the State of Montana.

Dear Montana Land Board

I'm writing in opposition to the proposed Lincoln area shooting range site on the June 15th agenda (action item 0626-10)

I currently hold the lease on (section 16, Township 15N, Range 7W, Acres 640). The lease is active and I am currently grazing cattle on the section. The property is under lease until 2033.

I also own the property to the west of the proposed property. I just completed 5 years of construction on a new house and moved in four weeks ago. This is my permanent residence. The house is approximately 322 yards from the property in question.

I protest the use of this property as shooting range due too:

I was not notified of this by anyone in an official capacity

The noise will render the house un-livable

The noise will render the house un-salable (I will have to seek restitution for lost value)

The noise will be detrimental to the cattle being grazed on the North, West and South boundaries

The increased fire danger will render my residence un-insurable putting me at great financial risk.

Lost income from lease

Run off of lead into the Alice Creek Basin could endanger waterfowl, protected bull trout, and other native species. Compliance with MEPA must be considered and accomplished.

The land will be lost to public hunting access.

If this passes, any school trust land could be used for the same reason causing adjacent property values to decline. Nobody wants to live next to a shooting range.

False information was used to acquire signatures (no mention was made of a resident near by) Many signers indicated they would not have signed if they would have known. Many of the signers know I lease the land even though the proposal says that is unknown. At the very least signature's should be reacquired using truthful and complete information.

In Conclusion, I urge the land board to reject this proposal based on the above conflicts and the cost it will impose on the school trust. At the very least this meeting should be postponed until proper public notice is made and compliance with MEPA is established.

Sincerely,

Greg Hendrix

8400 Alice Creek Rd

Lincoln, MT 59639

Papahendrix1962@gmail.com