



City of Conrad  
413 S. Main St.  
Conrad, MT 59425  
406-271-3623

## City Council Meeting Agenda Request Form

Request Date:	2/26/26
Requestor Name:	Karen Barditt
Requestor Address:	17 N. Kansas St Conrad
Phone #:	406 450-5295
Meeting Date:	3/3/26
Will you Attend?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

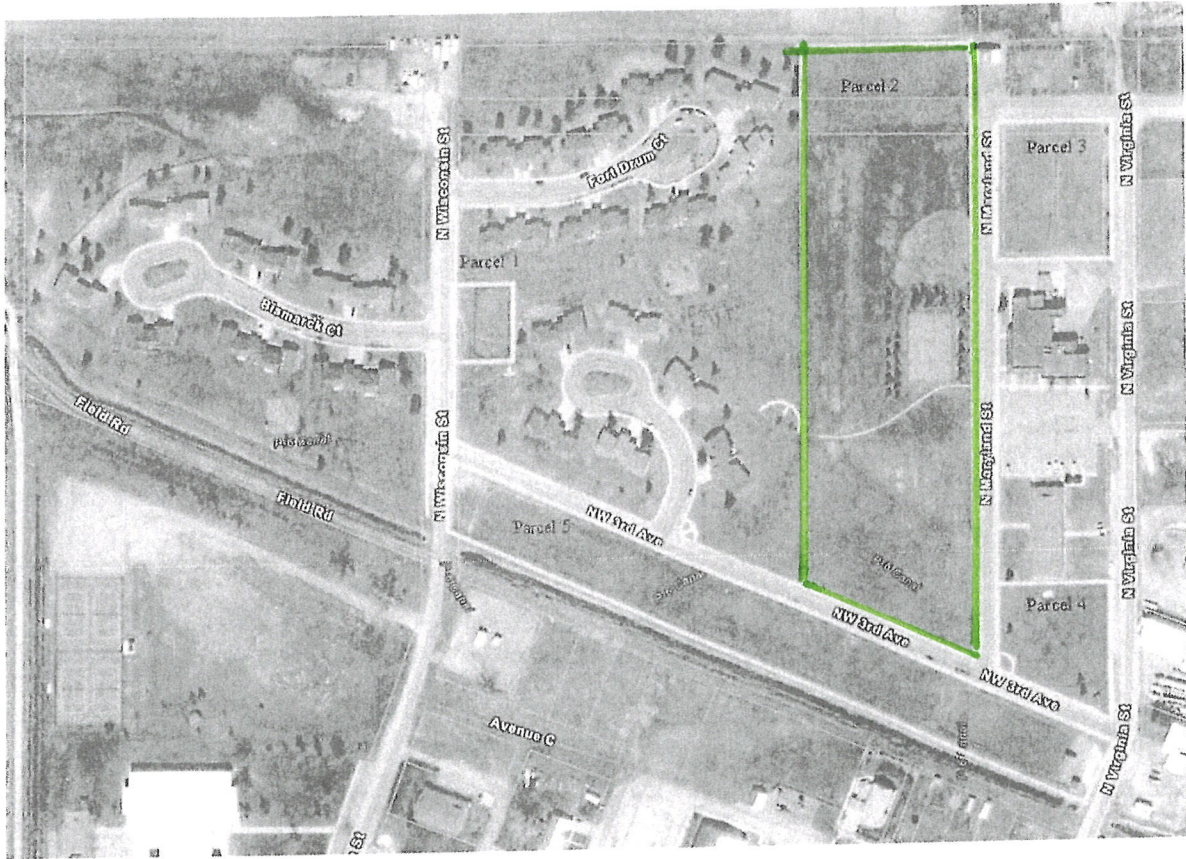
Agenda Topic:

Disc Golf course at Blue Sky  
Village  
Request To Remove

Council Decision

Meeting Date	
Council Decision	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> Not Applicable (e.g., no approval required) <input type="checkbox"/> Other (describe):  
Signature of Council President	

## Exhibit D



Horizon shall pay to the parties respectively entitled thereto, or satisfy directly, all additional rent and other impositions, insurance premiums, repair and maintenance charges, and any other charges, costs, obligations, liabilities, requirements, and expenses, which arise with regard to the Premises and Inventory or as may be contemplated under any other provision of this Agreement during the Term, except for costs and expenses expressly made the obligation of the City in this Agreement.

**b) Term**

This Agreement shall be for a term of ten (10) years, three (3) months, and thirty (30) days ("Term"). The Term shall comprise the Initial Term and the Regular Term. The Initial Term shall commence on March 1, 2024 and expire on June 30, 2024 ("Initial Term"). The Regular Term shall commence on July 1, 2024 and expire on June 30, 2034. Horizon shall take possession of the Premises and Inventory, bearing all risk of loss, upon the commencement of the Initial Term, and Horizon shall continue in possession thereof, bearing all risk of loss, until the expiration of the Regular Term.

**c) Rent**

Horizon shall pay to the City \$23,305.48<sup>2</sup> as rent for the Initial Term on or before June 30, 2024. Horizon shall pay to the City rent as described on Exhibit C, which is attached hereto and hereby incorporated herein by this reference, during the Regular Term. Additionally, during the Term of this Agreement, Horizon shall pay the annual maintenance fee for the City's forty-two (42) Pondera County Canal and Reservoir Company water shares, which are beneficially used for the Premises.

**d) Parcels Subject to Removal**

The City shall have the option to remove certain parcels of the Premises that would otherwise be subject to this Agreement upon providing Horizon with sixty (60) days' notice of the City's intent to remove. The parcels subject to removal shall be limited to the parcels identified as Parcels 1-5 on the map attached hereto and incorporated herein by this reference as Exhibit D. Once a parcel has been removed by the City it shall no longer be deemed a part of the Premises and shall not be subject to the terms and conditions of this Agreement.

## **4. ANNUAL INSPECTION, REPORT, AND MEETING**

**a) City's Annual Inspection and Report**

The City, by and through its Public Works Director or other designee, shall inspect the Premises and Inventory on an annual basis during the first week of October. The Public Works Director, or other designee, shall produce an inspection report containing a general description of the state and status of the condition of the Premises and Inventory. The inspection report shall also contain recommendations as to necessary minor and major alterations, improvements, capital improvements, maintenance/repairs, and replacements thereof. Said report will be delivered to the City and Horizon's board of directors.

---

<sup>2</sup> This is calculated by prorating the initial annual rent in the amount of \$70,000 for the 121 days in the Initial Term.