# *GUARANTEE*

Issued by

*First American Title Company*
*1006 West Sussex/PO Box 549 (59806), Missoula, MT 59801*
*Title Officer: Rob Claro*
*Phone: (406)829-2540*
*FAX: (406)829-2570*

First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-988871-M

# Guarantee Face Page

*Issued By*

*FIRST AMERICAN TITLE INSURANCE COMPANY*

FIRST AMERICAN

First American Title™

**First American Title Insurance Company**

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

## GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.
   The following terms when used in the Guarantee mean:
   (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.
2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.
   An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice
3. NO DUTY TO DEFEND OR PROSECUTE.
   The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.
   Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

Exclusions From Coverage of This Guarantee.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:
(a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY.
(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.
All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS.
(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION.
Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.
(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.

| First American Title<br>Guarantee | Subdivision Guarantee<br>ISSUED BY<br>First American Title Insurance Company<br>GUARANTEE NUMBER<br>5010500-988871-M |
|---|---|

Subdivision or Proposed Subdivision: N/A

Order No.: 988871-M

Reference No.: Fee: $150.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

IMEG Corp.

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH MISSOULA COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding $5,000.00.

THAT according to those public records which, under the recording laws of the State of Montana, impart constructive notice of matters affecting the title to the lands described on the attached legal description:

THE WEST HALF OF LOT 9 OF COBBAN AND DINSMORE'S ORCHARD HOMES ADDITION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE WITH THE CLERK & RECORDER OF MISSOULA COUNTY, MONTANA.

RECORDING REFERENCE: BOOK 202 OF MICRO RECORDS AT PAGE 411.

To be known as: N/A

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Missoula County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

Robert G. Anderson, Jr. and Coleen S. Anderson, as tenants in common

(B) Parties holding liens or encumbrances on the title to said lands are:

1. 2021 taxes and special assessments are a lien; amounts not yet determined or payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

   General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

| Year | 1st Half | 2nd Half | Parcel Number |
|---|---|---|---|
| 2020 | $2,040.05 Paid | $2,022.72 Paid | 0212703 |

(C) Easements, claims of easements and restriction agreements of record are:

2. 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 Missoula to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Missoula County.

3. Provisions, reservations and easements contained in Deed recorded in Book 41 of Deed Records at Page 514.

4. Notice of Record of Non-Compliance with Missoula Municipal Code Title 13, Chapter 13.04, No Verifiable Sewer Connection Record, recorded June 19, 2008 in Book 821 of Micro Records at Page 452.

Date of Guarantee: July 08, 2021 at 7:30 A.M.

By: 
Authorized Countersignature

By: _____
Authorized Signatory

# Privacy Notice

Effective: October 1, 2019
Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit https://www.firstam.com/privacy-policy. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit https://www.firstam.com/privacy-policy/.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit https://www.firstam.com/privacy-policy/.

How Do we Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact us dataprivacy@firstam.com or toll free at 1-866-718-0097.

## For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California Residents over the last 12 months, please see "What Information Do We Collect About You" in www.firstam.com/privacy-policy. To learn about the sources from which we collected that information, the business and commercial purpose for is collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information", and "How Do We Share Your Information" in www.firstam.com/privacy-policy.

# QUITCLAIM DEED

FOR VALUE RECEIVED, RUTH J. BRINKERHOFF, of 1923 River Road, Missoula, Montana, 59801, does hereby convey, release, remise and forever quit claim unto:

ROBERT G. ANDERSON, Jr. and COLEEN S. ANDERSON
of 4626 Edwards Ave., Missoula, MT 59804
as tenants in common,

the following described premises in Missoula County, Montana, to wit:

**Plat of the West half of Lot 9 of Cobban and Dinsmores Orchard Homes Addition No. 2 in Missoula County, Montana, The same being laid out upon a portion of the NW 1/4 NE 1/4 of Section 20, Township 13 North, Range 19 West, Principal Meridian Montana.**

**This plat is not a survey of said premises.**
Recording Reference: Book 202 Page 411

TO HAVE AND TO HOLD FOREVER, the said premises, together with its appurtenances.

DATED this 24th day of June, 2002.

Ruth J. Brinkerhoff
RUTH J. BRINKERHOFF

STATE OF MONTANA )
: ss
County of Missoula )

On this 24th day of June, 2002, before me the undersigned, a Notary Public for the State of Montana, personally appeared Ruth J. Brinkerhoff, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

DAVID J. RYAN
(Seal)
NOTARIAL SEAL
STATE OF MONTANA

Notary Public for the State of Montana
Residing at Missoula
My commission expires 8-04-2004
David J. Ryan

Return to: David J. Ryan, Ryan Law Offices, PLLC,
P.O. Box 9453
Missoula, MT 59807

200218148
Page: 1 of 1
06/25/2002 12:11P
Missoula County Vickie M Zeier QCD Bk-684 Pg-289

Compared.



(5247)

THIS INDENTURE, made the 11th day of Feburary in the year of our Lord one thousand nine hundred and eight, between E.B.Weirick, Trustee of Butte, Montana, party of the first part, and J.W.McDonald of Helena, Montana, the party of the second part,

WITNESSETH: That the said party of the first part for and in consideration of the sum of Ten ($10.00) Dollars, lawful money of the United States of America, to him in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain sell, convey and confirm unto the said party of the second part, to his heirs and assigns, forever, all of the following described property, to-wit:

Lot numbered Nine (9) of the Cobban & Dinsmore Orchard Homes Number 2, according to the plat of said orchard Homes filed for record in the office of the County Recorder of Missoula County, Montana, a right of way being reserved to the party of the first part, his assigns, and successors in trust, for lateral or other ditches as now constructed or to be hereafter constructed through said tractof land for the purpose of irrigating tract in said Orchard Home, adjoining or adjacent thereto, together with the right to enter upon said land for the purpose of maintaining and constructing said ditches, together with five (5) inches of water from the Cobban & Dinsmore Orchard Homes Canal, and water right; the intention being to convey such interest in said ditch and water right as five inches of the flow thereof bear to the whole flow of water in said ditch, it being understood and agreed that said water right is and shall be appurtenant to the tract above described and to no other, and when not in beneficial use by the said party of the second part, his heirs or assigns, the party of the first part, his successors in trust or assigns shall have the right to use the same, and the party of the second part, his heirs and assigns, shall contribute to the maintenance of said ditch and water right in proportion to his ownership therein; that is, in that proportion which five inches of the flow of water in said ditch shall bear to the whole flow of water therein.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, right of homestead, dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises and every part and parcel thereof, with appurtenances.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenanes, unto the said party of the second part, an d to his heirs and assigns, forever. And the said party of the first part, and his asigns, and successors in trust do hereby covenant that he will forever warrant and defend his right, title and interest in and to the said premises, and the quiet and peaceable possession thereof, unto the said party of the second part, his heirs and assigns, against the acts and deeds of the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year before written.

Signed, Sealed and delivered in the presence of:

E.B.Weirick (Seal)
Trustee (Seal)

The State of Montana
ss.
County of Silver Bow

On this 12th day of February 1908, before me, John S.Dutton, a Notary Public in and for the County of Silver Bow, State of Montana, personally appeared E.B.Weirick, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

Jno.S.Dutton
Notary Public in and for Silver Bow County, State of Montana.

*I Certify that I received and filed this Instrument for record on the 29th day of Sept. 1908 at 1:05 o'clock, A.M.*
St. H. Smith
County Recorder.
By F. L. Smith deputy

Return to: City Clerk
City of Missoula
435 Ryman Street
Missoula MT 59802-4297

200814273 B: 821 P: 452 Pages: 1
06/19/2008 07:47:58 AM Notice
Vickie M Zeier, Missoula County Clerk & Recorder

**NOTICE OF**
**RECORD OF NON-COMPLIANCE**
**WITH MISSOULA MUNICIPAL CODE**
**TITLE 13, CHAPTER 13.04, NO VERIFIABLE SEWER CONNECTION RECORD**

SUID NO. 212703

**PLEASE TAKE NOTICE** that as of April 1, 2008 according to City of Missoula records, the property described as 1923 RIVER RD, C & D ORCHARD HOMES #2-W1/2 OFLOT 9, Geocode No. 220020119090000: 1) contains existing plumbed buildings and structures on the property; 2) has public municipal sanitary sewer available to the property; and 3) the plumbed building or structure and associated septic system has no verifiable sewer connection record on file with the City of Missoula.

**THIS PROPERTY IS NON-COMPLIANT** with Title 13, Chapter 13.04, Section 13.04.010, and Section 13.04.020 of the Missoula Municipal Code. The owner of this property is required, pursuant to City Council Ordinance No. 3336 that became effective July 1, 2007, to comply with Section 13.04.020 of the Missoula Municipal Code at the time this property is transferred to another ownership.

**THIS RECORD OF NON-COMPLIANCE** is filed pursuant to Section 13.04.030, Subparagraph B of the Missoula Municipal Code. Pursuant to Section 13.04.030, Subparagraph C, upon verifiable proof of connection of this property to the municipal sanitary sewer system, the City of Missoula shall create a permanent public record of connection. The City shall file a Certificate of Compliance with Title 13, Chapter 13.04, Sections 13.04.010 and 13.04.020 at the Missoula County Clerk and Recorder's Office declaring that this property is compliant with said codes.

**OFFICE OF THE MISSOULA CITY ENGINEER**

Kevin J. Slovarp, P.E., City Engineer

**STATE OF MONTANA** )
) ss.
County of Missoula )

On this 6th day of June, 2008, before me the undersigned, a Notary Public for the State of Montana, personally appeared Kevin J. Slovarp, known to me to be the City Engineer of Missoula, whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day, month, and year in this certificate first above written.

(SEAL)

JOLENE M. ELLERTON NOTARIAL SEAL STATE OF MONTANA

Notary Public for the State of Montana.
Printed Notary Name: Jolene M. Ellerton
Residing at Missoula, Montana.
My Commission expires: 11-12-2008.

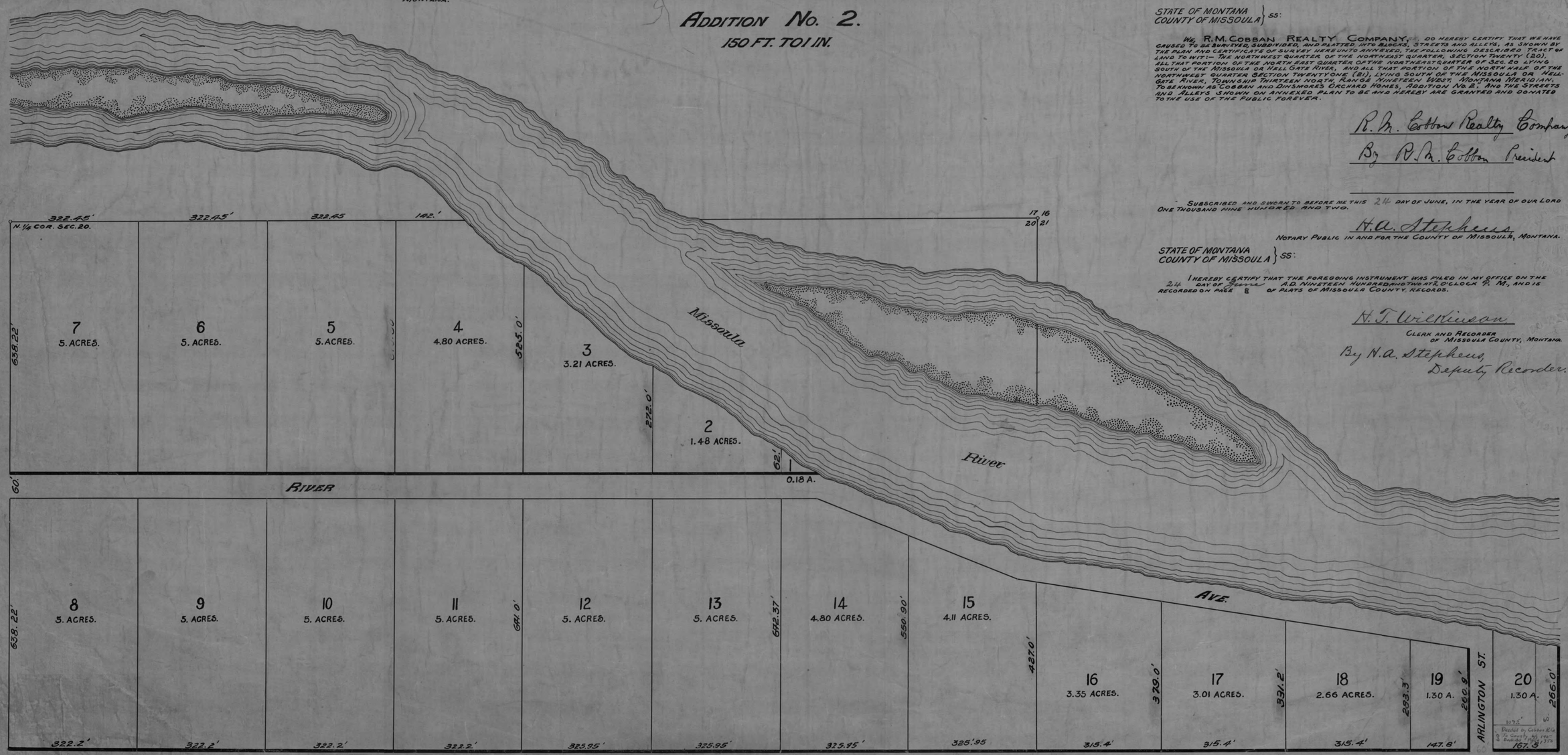
Subdivision No.
67

Compared

THIS PLAT IS HEREBY APPROVED, THIS 21 DAY OF July A.D. 1902.

John Bowman
August Hollenstiner.
Peter Scheffer
COUNTY COMMISSIONERS OF MISSOULA COUNTY, MONTANA.

# COBBAN & DINSMORE'S ORCHARD HOMES.
## ADDITION No. 2.
### 150 FT. TO 1 IN.




STATE OF MONTANA
COUNTY OF MISSOULA } SS:

O.C. FINKELNBURG, BEING FIRST DULY SWORN, DEPOSES AND SAYS:— THAT HE IS THE ENGINEER UNDER WHOSE SUPERVISION THE SURVEY AND PLAN HEREON WERE MADE, IN MISSOULA COUNTY, MONTANA, THAT THE ANNEXED PLAN IS A CORRECT REPRESENTATION AND DIAGRAM, AND THAT SAID ADDITION IS LAID OUT ACCORDING TO THE LAW, AND THAT THE WIDTH OF THE STREETS AND THE MEASUREMENTS OF THE LOTS, AND THE POSTS FOR REFERENCE POINTS ARE CORRECTLY REPRESENTED ON SAID PLAN.

O.C. Finkelnburg

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF JUNE, IN THE YEAR OF OUR LORD, ONE THOUSAND NINE HUNDRED AND TWO.

H.A. Stephens
NOTARY PUBLIC IN AND FOR THE COUNTY OF MISSOULA, MONTANA.

STATE OF MONTANA
COUNTY OF MISSOULA } SS:

WE, R.M. COBBAN REALTY COMPANY, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED, SUBDIVIDED, AND PLATTED INTO BLOCKS, STREETS AND ALLEYS, AS SHOWN BY THE PLAN AND CERTIFICATE OF SURVEY HEREUNTO ANNEXED, THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:— THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION TWENTY (20). ALL THAT PORTION OF THE NORTH EAST QUARTER OF THE NORTHEAST QUARTER OF SEC. 20 LYING SOUTH OF THE MISSOULA OR HELL GATE RIVER, AND ALL THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER SECTION TWENTY ONE (21), LYING SOUTH OF THE MISSOULA OR HELL-GATE RIVER, TOWNSHIP THIRTEEN NORTH, RANGE NINETEEN WEST, MONTANA MERIDIAN. TO BE KNOWN AS COBBAN AND DINSMORE'S ORCHARD HOMES, ADDITION No. 2. AND THE STREETS AND ALLEYS SHOWN ON ANNEXED PLAN TO BE AND HEREBY ARE GRANTED AND DONATED TO THE USE OF THE PUBLIC FOREVER.

R.M. Cobbans Realty Company
By R.M. Cobban President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24 DAY OF JUNE, IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWO.

H.A. Stephens
NOTARY PUBLIC IN AND FOR THE COUNTY OF MISSOULA, MONTANA.

STATE OF MONTANA
COUNTY OF MISSOULA } SS:

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED IN MY OFFICE ON THE 24 DAY OF June A.D. NINETEEN HUNDRED AND TWO AT 8 O'CLOCK P. M., AND IS RECORDED ON PAGE 8 OF PLATS OF MISSOULA COUNTY RECORDS.

N.T. Wilkinson
CLERK AND RECORDER OF MISSOULA COUNTY, MONTANA.
By H.A. Stephens
Deputy Recorder.

67 13-19-20-21

C-60

Book 8

Compared.

This plat is hereby approved, this 21 day of July A.D. 1902.

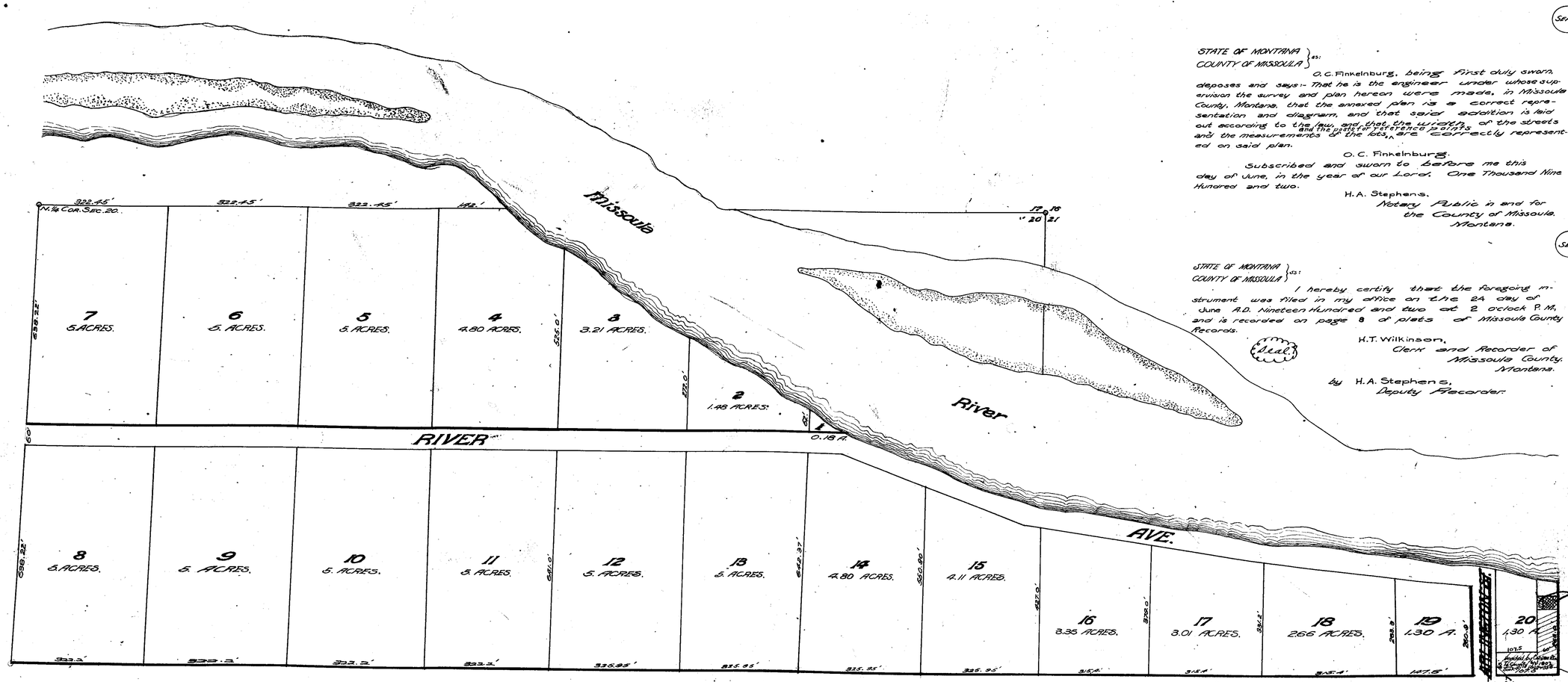
(Corporate Seal.)

John Bonner
August Hollensteiner
Peter Scheffer
County Commissioners of
Missoula County,
Montana.

# COBBAN & DINSMORE'S ORCHARD HOMES.

## ADDITION No. 2.

150 FT. TO 1 IN.




See Book 265-1220 regarding infring Restr. #1928

Restrictions on Lot 15
Bk. 4 Pg. 440

STATE OF MONTANA } ss:
COUNTY OF MISSOULA }

We, R.M. Cobban Realty Company, do hereby certify that we have caused to be surveyed, subdivided, and platted into blocks, streets and alleys, as shown by the plan and certificate of survey hereunto annexed, the following described tract of land to wit:— The Northwest Quarter of the Northeast Quarter, Section Twenty (20), all that portion of the Northeast Quarter of the Northeast Quarter of Sec. 20 lying south of the Missoula or Hell Gate River; and all that portion of the North half of the Northwest Quarter Section Twenty one (21), lying south of the Missoula or Hell Gate River; Township Thirteen North, Range Nineteen West, Montana Meridian, to be known as "Cobban and Dinsmore's Orchard Homes, Addition No. 2." and the streets and alleys shown on annexed plan to be and hereby are granted and donated to the use of the public forever.

R.M. Cobban Realty Company
by R.M. Cobban President.

Subscribed and sworn to before me this 24 day of June, in the year of our Lord One Thousand Nine Hundred and two.

H.A. Stephens,
Notary Public in and for the
County of Missoula, Montana.

(SEAL)

STATE OF MONTANA } ss:
COUNTY OF MISSOULA }

O.C. Finkelburg, being first duly sworn, deposes and says:- That he is the engineer under whose supervision the survey and plan hereon were made, in Missoula County, Montana, that the annexed plan is a correct representation and diagram, and that said addition is laid out according to the law, and that the widths of the streets and the measurements of the lots, and the points of reference are correctly represented on said plan.

O.C. Finkelburg.

Subscribed and sworn to before me this day of June, in the year of our Lord, One Thousand Nine Hundred and two.

H.A. Stephens,
Notary Public in and for
the County of Missoula,
Montana.

(SEAL)

STATE OF MONTANA } ss:
COUNTY OF MISSOULA }

I hereby certify that the foregoing instrument was filed in my office on the 24 day of June A.D. Nineteen Hundred and two at 2 o'clock P.M., and is recorded on page 8 of plats of Missoula County Records.

(Seal)

H.T. Wilkinson,
Clerk and Recorder of
Missoula County,
Montana.

by H.A. Stephens,
Deputy Recorder.

STATE OF MONTANA }
County of Missoula }

SURVEYOR'S CERTIFICATE

CALIFORNIA
Recorded Bk 19 Mcn-Rec
Filed B-40
Com. Ex. FF-67

***First American Title Company***
*1006 West Sussex/PO Box 549 (59806)*
*Missoula, MT 59801*
*Phone: (406)829-2540 / Fax: (406)829-2570*

**PR:** AFFGRP **Ofc:** 57 (3648)

# Final Invoice

**To:** IMEG Corp
1817 South Avenue West, Suite A
Missoula, MT 59801

**Invoice No.:** 3648 - 571015688
**Date:** 07/13/2021
**Our File No.:** 988871-M
**Title Officer:** Rob Claro
**Escrow Officer:**
**Customer ID:** 938804
**Liability Amounts**

**Attention:** Joe Dehnert
**Your Ref.:**
**RE:** **Property:**
1923 River Road, Missoula, MT 59801

**Buyers:** Robert G. Anderson, Jr., Coleen S. Anderson
**Sellers:**

| Description of Charge | Invoice Amount |
|---|---|
| Guarantee-Subdivision Guarantee | $150.00 |

**INVOICE TOTAL** **$150.00**

**Comments:**

**Thank you for your business!**

*To assure proper credit, please send a copy of this Invoice and Payment to:*
*Attention: Accounts Receivable Department*
*NOTE NEW REMITTANCE ADDRESS, LB# 1083, First American Title Company, PO Box 35146*
*Seattle, WA 98124-5146*

# QUITCLAIM DEED

FOR VALUE RECEIVED, RUTH J. BRINKERHOFF, of 1923 River Road, Missoula, Montana, 59801, does hereby convey, release, remise and forever quit claim unto:

ROBERT G. ANDERSON, Jr. and COLEEN S. ANDERSON
of 4626 Edwards Ave., Missoula, MT 59804
as tenants in common,

the following described premises in Missoula County, Montana, to wit:

**Plat of the West half of Lot 9 of Cobban and Dinsmores Orchard Homes Addition No. 2 in Missoula County, Montana, The same being laid out upon a portion of the NW 1/4 NE 1/4 of Section 20, Township 13 North, Range 19 West, Principal Meridian Montana.**

**This plat is not a survey of said premises.**
Recording Reference: Book 202 Page 411

TO HAVE AND TO HOLD FOREVER, the said premises, together with its appurtenances.

DATED this 24th day of June, 2002.

Ruth J. Brinkerhoff
RUTH J. BRINKERHOFF

STATE OF MONTANA )
: ss
County of Missoula )

On this 24th day of June, 2002, before me the undersigned, a Notary Public for the State of Montana, personally appeared Ruth J. Brinkerhoff, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

DAVID J. RYAN
(Seal)
NOTARIAL SEAL
STATE OF MONTANA

Notary Public for the State of Montana
Residing at Missoula
My commission expires 8-04-2004
David J. Ryan

Return to: David J. Ryan, Ryan Law Offices, PLLC,
P.O. Box 9453
Missoula, MT 59807

200218148
Page: 1 of 1
06/25/2002 12:11P
Missoula County Vickie M Zeier QCD Bk-684 Pg-289

Return to: City Clerk
City of Missoula
435 Ryman Street
Missoula MT 59802-4297

200814273 B: 821 P: 452 Pages: 1
06/19/2008 07:47:58 AM Notice
Vickie M Zeier, Missoula County Clerk & Recorder

**NOTICE OF**
**RECORD OF NON-COMPLIANCE**
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**TITLE 13, CHAPTER 13.04, NO VERIFIABLE SEWER CONNECTION RECORD**

SUID NO. 212703

**PLEASE TAKE NOTICE** that as of April 1, 2008 according to City of Missoula records, the property described as 1923 RIVER RD, C & D ORCHARD HOMES #2-W1/2 OFLOT 9, Geocode No. 220020119090000: 1) contains existing plumbed buildings and structures on the property; 2) has public municipal sanitary sewer available to the property; and 3) the plumbed building or structure and associated septic system has no verifiable sewer connection record on file with the City of Missoula.

**THIS PROPERTY IS NON-COMPLIANT** with Title 13, Chapter 13.04, Section 13.04.010, and Section 13.04.020 of the Missoula Municipal Code. The owner of this property is required, pursuant to City Council Ordinance No. 3336 that became effective July 1, 2007, to comply with Section 13.04.020 of the Missoula Municipal Code at the time this property is transferred to another ownership.

**THIS RECORD OF NON-COMPLIANCE** is filed pursuant to Section 13.04.030, Subparagraph B of the Missoula Municipal Code. Pursuant to Section 13.04.030, Subparagraph C, upon verifiable proof of connection of this property to the municipal sanitary sewer system, the City of Missoula shall create a permanent public record of connection. The City shall file a Certificate of Compliance with Title 13, Chapter 13.04, Sections 13.04.010 and 13.04.020 at the Missoula County Clerk and Recorder's Office declaring that this property is compliant with said codes.

**OFFICE OF THE MISSOULA CITY ENGINEER**

Kevin J. Slovarp, P.E., City Engineer

**STATE OF MONTANA** )
) ss.
County of Missoula )

On this 6th day of June, 2008, before me the undersigned, a Notary Public for the State of Montana, personally appeared Kevin J. Slovarp, known to me to be the City Engineer of Missoula, whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day, month, and year in this certificate first above written.

(SEAL)

JOLENE M. ELLERTON NOTARIAL SEAL STATE OF MONTANA

Notary Public for the State of Montana.
Printed Notary Name: Jolene M. Ellerton
Residing at Missoula, Montana.
My Commission expires: 11-12-2008.

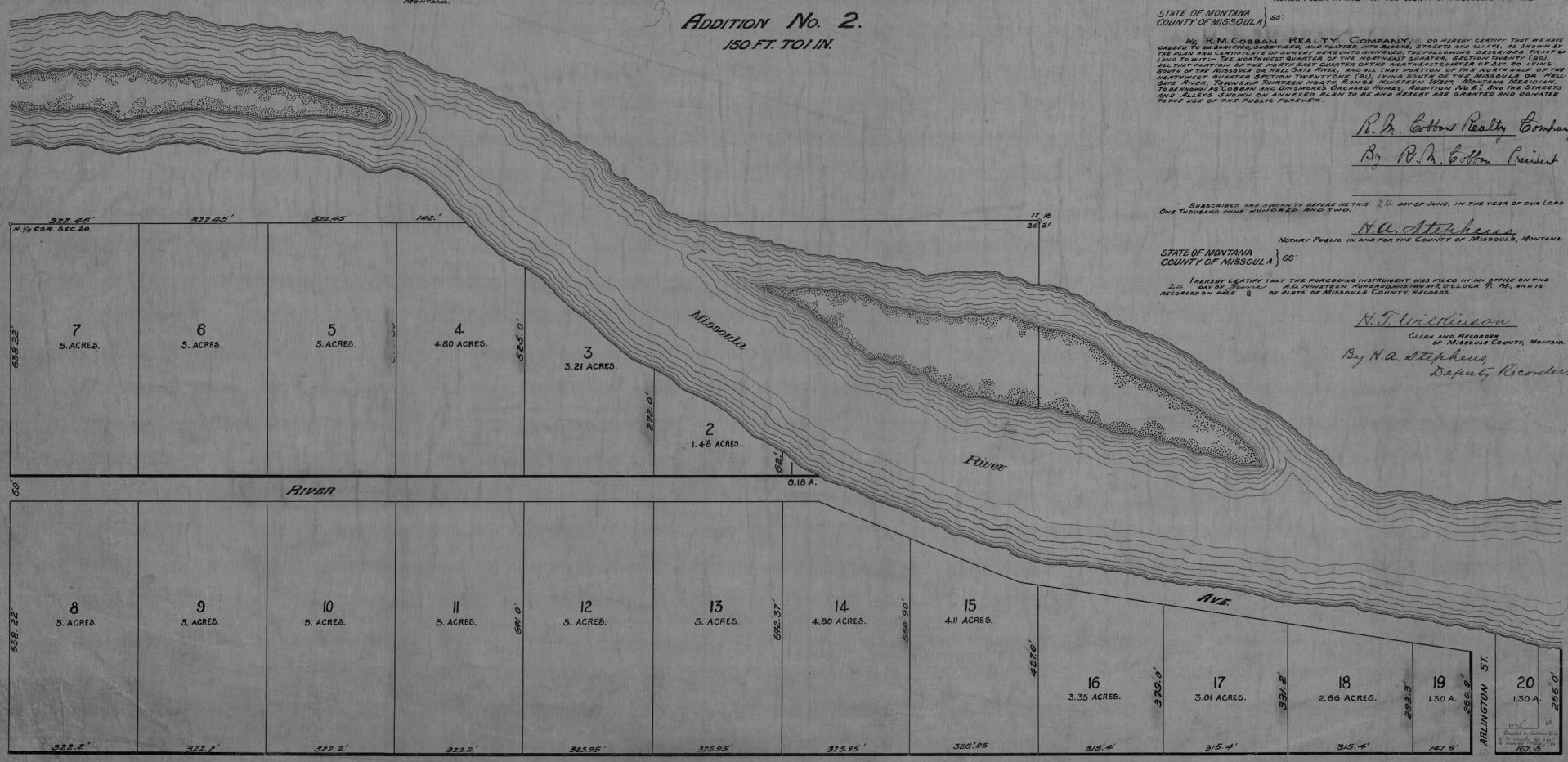
Subdivision No.
67

Compared

THIS PLAT IS HEREBY APPROVED, THIS 21 DAY OF July A.D. 1902.

John Brown
August Hollenstiner.
Peter Scheffer
COUNTY COMMISSIONERS OF MISSOULA COUNTY, MONTANA.

# COBBAN & DINSMORE'S ORCHARD HOMES.
## ADDITION No. 2.
150 FT. TO 1 IN.




STATE OF MONTANA
COUNTY OF MISSOULA } SS:

O.C. FINKELNBURG, BEING FIRST DULY SWORN, DEPOSED AND SAYS:— THAT HE IS THE ENGINEER UNDER WHOSE SUPERVISION THE SURVEY AND PLAN HEREON WERE MADE, IN MISSOULA COUNTY, MONTANA, THAT THE ANNEXED PLAN IS A CORRECT REPRESENTATION AND DIAGRAM, AND THAT SAID ADDITION IS LAID OUT ACCORDING TO THE LAW, AND THAT THE WIDTH OF THE STREETS AND THE MEASUREMENTS OF THE LOTS, AND THE POSTS FOR REFERENCE POINTS ARE CORRECTLY REPRESENTED ON SAID PLAN.

O.C. Finkelnburg

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF JUNE, IN THE YEAR OF OUR LORD, ONE THOUSAND NINE HUNDRED AND TWO.

H.A. Stephens,
NOTARY PUBLIC IN AND FOR THE COUNTY OF MISSOULA, MONTANA.

STATE OF MONTANA
COUNTY OF MISSOULA } SS:

WE, R.M. COBBAN REALTY COMPANY, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED, SUBDIVIDED, AND PLATTED INTO BLOCKS, STREETS AND ALLEYS, AS SHOWN BY THE PLAN AND CERTIFICATE OF SURVEY HEREUNTO ANNEXED, THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:— THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION TWENTY (20), ALL THAT PORTION OF THE NORTH EAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 20 LYING SOUTH OF THE MISSOULA OR HELL GATE RIVER, AND ALL THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER SECTION TWENTY ONE (21) LYING SOUTH OF THE MISSOULA OR HELL GATE RIVER, TOWNSHIP THIRTEEN NORTH, RANGE NINETEEN WEST, MONTANA MERIDIAN. TO BE KNOWN AS COBBAN AND DINSMORE'S ORCHARD HOMES, ADDITION No. 2. AND THE STREETS AND ALLEYS SHOWN ON ANNEXED PLAN TO BE AND HEREBY ARE GRANTED AND DONATED TO THE USE OF THE PUBLIC FOREVER.

R.M. Cobban Realty Company
By R.M. Cobban President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th DAY OF JUNE, IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWO.

H.A. Stephens
NOTARY PUBLIC IN AND FOR THE COUNTY OF MISSOULA, MONTANA.

STATE OF MONTANA
COUNTY OF MISSOULA } SS:

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED IN MY OFFICE ON THE 24th DAY OF June A.D. NINETEEN HUNDRED AND TWO AT 8 O'CLOCK P. M., AND IS RECORDED ON PAGE 8 OF PLATS OF MISSOULA COUNTY RECORDS.

H.T. Wilkinson
CLERK AND RECORDER OF MISSOULA COUNTY, MONTANA.
By H.A. Stephens
Deputy Recorder.

67 13-19-20-21

C-60

8
Book

Compared.

This plat is hereby approved, this 21 day of July A.D. 1902.

(Seal)

John Bonner
August Hollensteiner
Peter Scheffer
County Commissioners of
Missoula County,
Montana.

# COBBAN & DINSMORE'S ORCHARD HOMES.

## ADDITION No. 2.

150 FT. TO 1 IN.

STATE OF MONTANA }
COUNTY OF MISSOULA } ss.

We, R.M. Cobban Realty Company, do hereby certify that we have caused to be surveyed, subdivided, and platted into blocks, streets and alleys, as shown by the plan and certificate of survey hereunto annexed, the following described tract of land to wit:— The Northwest Quarter of the Northeast Quarter, Section Twenty (20), all that portion of the Northeast Quarter of the Northeast Quarter of Sec. 20 lying south of the Missoula or Hell Gate River; and all that portion of the North half of the Northwest Quarter Section Twenty one (21), lying south of the Missoula or Hell Gate River, Township Thirteen North, Range Nineteen West, Montana Meridian, to be known as "Cobban and Dinsmore's Orchard Homes, Addition No. 2" and the streets and alleys shown on annexed plan to be and hereby are granted and donated to the use of the public forever.

R.M. Cobban Realty Company
by R.M. Cobban President.

Subscribed and sworn to before me this 24 day of June, in the year of our Lord One Thousand Nine Hundred and two.

H.A. Stephens,
Notary Public in and for the
County of Missoula, Montana.

(Seal)

STATE OF MONTANA }
COUNTY OF MISSOULA } ss.

O.C. Finkelburg, being first duly sworn, deposes and says:— That he is the engineer under whose supervision the survey and plan hereon were made, in Missoula County, Montana, that the annexed plan is a correct representation and diagram, and that said addition is laid out according to the law, and that the curvature of the streets and the lengths and bearings of the lines of the lots are correctly represented on said plan.

O.C. Finkelburg.

Subscribed and sworn to before me this day of June, in the year of our Lord, One Thousand Nine Hundred and two.

H.A. Stephens,
Notary Public in and for
the County of Missoula,
Montana.

(Seal)

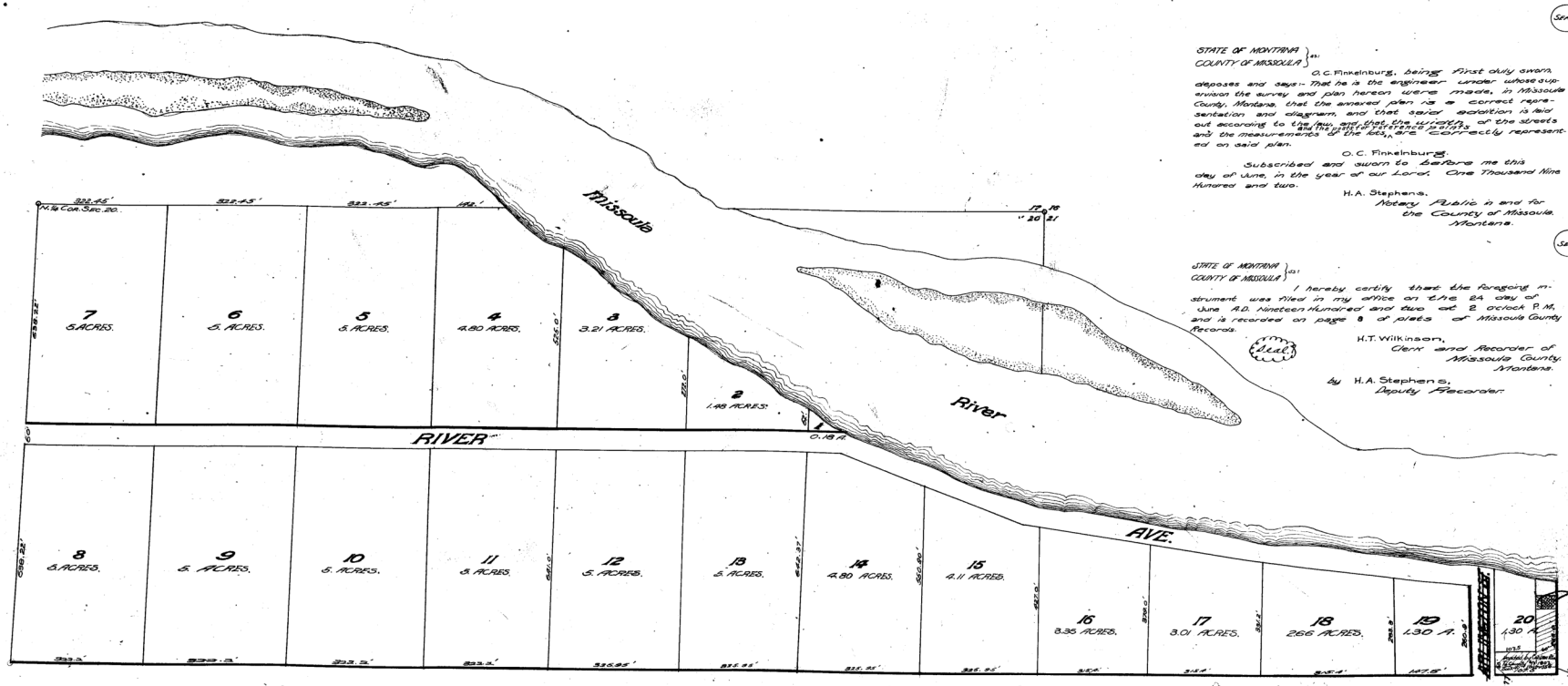
STATE OF MONTANA }
COUNTY OF MISSOULA } ss.

I hereby certify that the foregoing instrument was filed in my office on the 24 day of June A.D. Nineteen Hundred and two at 2 o'clock P.M. and is recorded on page 8 of plats of Missoula County Records.

(Seal)

H.T. Wilkinson,
Clerk and Recorder of
Missoula County,
Montana.

by H.A. Stephens,
Deputy Recorder.




Restrictions on Lot 15
Bk. U Pg. 440

See Book 265-1220
Regarding lighting
Assmt Rest. #1928

Vacated 5-5-97
City Resolution #5996
Book 504 Page 47
Vacation file #760

Vacation
Resolution No 86-118
Book 353 Page 1694
Jan 12 1987

STATE OF MONTANA }
County of Missoula } SURVEYOR'S CERTIFICATE

CALIFORNIA
Recorded Bk 17 Page 87
Filed 8-4-
Comm Ex. 12-6-07

After Recording Return To:
IMEG Corp
1817 South Ave. W.
Suite A
Missoula, MT 59801

DECLARATION OF **COVENANTS, CONDITIONS** AND RESTRICTIONS
FOR RIVER VIEW SUBDIVISION

This Declaration is made this_____day of_____, 2021, by Robert and Coleen Anderson, 1923 River Road, Missoula MT, 59801 and provides as follows:

RECITALS

A. Homes for Missoula, LLC. ("Declarant" herein) is the owner of certain real property located in the City of Missoula, Missoula County, State of Montana, which is more particularly described as follows:

THAT PROPERTY DESCRIBED AS PLAT OF THE WEST HALF (W1/2) OF LOT 9 OF COBBAN AND DINSMORES ORCHARD HOMES ADDITION NO. 2 IN MISSOULA COUNTY, MONTANA, THE SAME BEING LAID OUT UPON A PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW1/4NE1/4) OF SECTION 20, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA, MISSOULA COUNTY MONTANA.

CONTAINING A TOTAL OF 2.38 ACRES, MORE OR LESS.

Said property is being subdivided and following subdivision will be identified as being:

RIVER VIEW SUBDIVISION

The "Real Property" herein.

B. The Declarant wishes to place restrictions, covenants and conditions upon the Real Property for the use and benefit of the Real Property, the Declarant, and the future owners of the Real Property.

C. THEREFORE, the Declarant hereby declare that all of the Real Property shall be held, sold, conveyed, and hypothecated subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Real Property as a residential development. These restrictions, covenants, conditions and easements shall run with the Real Property and shall be binding upon all parties having or acquiring any right, title or interest in the Real Property, or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest to the Owner thereof, whether or not this Declaration is identified in any subsequent grant of Real Property identified herein.

## ARTICLE I: DEFINITIONS

1. Declarant. "Declarant" shall mean and refer to Homes for Missoula, LLC. and their successors and assigns if such successors or assigns should acquire a majority of the undeveloped Lots from the Declarants for the purpose of development. Throughout this Declaration certain rights and privileges may be reserved to the Declarant and not to all Owners. The sale or transfer of an individual Lot or subsequent Ownership Unit does not in and of itself transfer any development rights retained herein by Declarants.

2. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

3. Lot. "Lot" shall mean and refer to any plot of land designated as a Lot upon the recorded plat map of the Real Property or as will be shown upon the recorded plat map of future phases of the Real Property, subject to this Declaration, inclusive of private roadways or access shown as easements across the Lots.

4. Owner. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of any Lot which is a part of the Real Property, including buyers under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

5. Real Property. "Real Property" shall mean and refer to that certain Real Property as described in the Recitals above, and such other Real Property as is now or may hereafter be brought within and governed by this Declaration.

## ARTICLE II: PROTECTIVE COVENANTS

The following protective covenants are designed to provide a uniform plan for the development of the Real Property. They shall constitute a covenant running with the land for each Lot, parcel or common area within the Real Property.

1. Land Use and Building Type. All Lots shall be used and developed for residential purposes. No business, trade, or manufacture, as further defined in paragraph 3 of this Article II, shall be conducted on any Lot. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than residential dwellings and accessory dwelling units, and related, permitted outbuildings or storage sheds. No building or structure shall be built, modified or altered, upon any Lot until the plans and specifications of the proposed building or structure, including any modifications or alterations thereto, have been approved pursuant to Design Review. Provided, in the event of subsequent development and division of individual Lots, such Design Review as referenced herein is deemed waived if the standards in this Declaration are met, and such subsequent development provides for building standards and architectural review. No mobile or manufactured home may be placed or installed on any Lot.

Permitted residential buildings include stand alone homes. Permitted development of the individual Lots may include, in addition to the above, additional division or subdivision of the Lots pursuant to the Montana Unit Ownership Act, or further subdivision as allowed by law. Such further divisions are identified herein as "Ownership Unit(s)" regardless of the mechanism for their creation. All future divisions under the Unit Ownership Act will include owners associations which shall generally be responsible for the maintenance of common areas, features, and elements, and include covenants, conditions and restrictions which must meet the requirements of this Declaration, but may be more restrictive.

Dwelling height, setbacks, access, parking, and other such building standards shall otherwise comply and compost with City of Missoula zoning and building codes, or such standards as may be set out in the declarations for individual development under the Unit Ownership Act.

No log homes or other log buildings or structures are permitted. Any steps or stairs on the front exterior of any building or structure shall be constructed of concrete, stone, brick, wood, or other similar material. All buildings or structures shall be constructed of new materials and must utilize a concrete foundation. However, suitable used material such as bricks or beams may be utilized for accent or decorative features. No old buildings or structures, whether intended for the use in whole or in part as the main dwelling house or as a garage or other building or structure shall be moved upon any Lot. No mobile homes, either double or single wide, or other manufactured or modular homes constructed primarily away from the Lot on which they would be situated, shall be permitted.

2. Outbuildings. Outbuildings shall be as provided for in the covenants pertaining to subsequent divisions of the Lots, and nothing herein shall be deemed to prevent the construction of any outbuilding used for storage that may be required by local code or regulation. No metal buildings or outbuilding may be constructed, placed, or erected on any Lot.

3. Commercial Usage Prohibited. Except as is otherwise permitted by this paragraph, no store, office, business, manufacture, retail, or commercial enterprise of any kind,

or anything of the nature thereof, shall be carried on or conducted on any Lot. For a period of fifteen (15) years from the date of this Declaration, the Declarant and Declarant's successors and assigns further developing or building out a particular Lot, shall be permitted to maintain a sales office in either a model home or a specially constructed building, to be utilized to promote the development of the Real Property. Home occupations are allowed so long as all activity comprising such home occupation takes place within the dwelling; has no effect on the traffic traveling into and out of the neighborhood, which comprises the Real Property; and has no perceptible affect on the noise, smell, and aesthetics of the Real Property. All home occupations are also subject to all applicable zoning and other restrictions imposed by the City of Missoula, the State of Montana, or any other applicable governmental agency.

4. Building Site and Driveways. Building locations in subsequent development shall not interfere with any stormwater detention facility located on a Lot or subsequent Ownership Unit, and the same shall generally be the maintenance responsibility of the specific association responsible for maintenance of such common features or elements. to waive any setback, any prohibition of building activity in a designated flood plain area, or any other restriction on building site that may show on the face of the plat, inclusive of any designated No Build/No Disturbance Zone.

All driveways and private roadways within the Real Property shall be paved with either asphalt or concrete. The use of paving blocks or permeable surfaces for an individual dwelling's parking areas may be permitted under the subsequent development standards, provided the use of such materials is subject to architectural review, and such review includes a requirement that such alternate paving is professionally installed.

5. Setback Lines. Setbacks shall be in accordance with applicable zoning regulations and pursuant to development standards for subsequent development, or as may be shown on the face of the plat.

6. Temporary Structures. No building or structure of a temporary character, mobile home, trailer, tent, shack, garage, barn, or other outbuilding shall be used at any time as a residence, temporarily or permanently, nor shall any building be occupied for residential purposes until it is completely finished and certified or approved for occupancy.

7. Fences. All subsequent further development shall include regulations addressing fencing, and no fencing may impair sight lines at any road or driveway intersection. Fencing is permitted to provide privacy or safety for any play area, patio, pool or rear yard but shall not be constructed closer to a street line than the front building line of the dwelling on the Lot. No fence shall exceed five (5) feet in height. Such fence may be constructed of metal, cedar or redwood, and/or black, coated, chain link fencing. Wood fencing should generally not be of a closed board design; provided, fencing of the perimeter of a Lot may be constructed of a solid material or closed board design, again being no closer to the fronting street than the front of the building, and provided such fencing may not block or interfere with provided parking.

8. Grade of Lawn. All dwellings shall include a finished lawn grade so as to have positive drainage away from the building.

9. Common Areas. Any subsequent development of a Lot that includes or creates

common area that is to be used as a recreation area or open space shall include landscaping of such space, which shall be completed within nine months of the beginning of construction of dwellings. All subsequent development must require maintenance of such common areas or open spaces by the owners or a created owners association.

10. Easements. Easements for access, ingress and egress, installation and maintenance of utilities and drainage facilities, inclusive of any drainage catch basins, are reserved as shown on the recorded plat. Additional separately recorded easements are anticipated for the development of individual Lots or Ownership Units, and such all subsequent owners of such Lots or Ownership Units agree to cooperate in the creation and development of such easements, which may include easements for utilities of any type or nature, and also private access roads and/or alleyways. No building of any kind shall be erected, placed, or permitted to remain on such easements, and landscaping in any area designated as a stormwater or drainage catch basin shall be appropriate to such use and not otherwise interfere with such area's use as a stormwater catch basin.

11. Boundary Control Monuments. The Declarant has caused survey monuments to be placed on the corners of each Lot. It shall be the responsibility of the Owner of each Lot (or the owners association in the instance of development under the Unit Ownership Act) to provide for immediate professional replacement of any survey monuments that are removed or become lost or obliterated from the Lot.

12. Garbage. No Lot shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied on a regular basis. The preceding does not preclude the storage of construction materials on the Real Property, nor does this provision does not prohibit temporary storage of gravel, topsoil, or building materials on Lots if such items are to be used in further construction. All subsequent development or division of Lots under the Unit Ownership Act or otherwise shall have covenants and restrictions governing garbage, container locations, and require regular pick up service Lots shall require the owner to retain, pay for, and have regular(at least weekly) garbage service, and provision of adequate garbage facilities and container or containers to serve all tenants or residents of such improvements. The garbage container or containers may be located on the Lot in a location convenient for collection, but must screened. Such containers must also have a sufficient tight fitting lid to deter the escape obnoxious odors, and deter entrance by animals. Compost piles are prohibited on all Lots.

13. Animals and Pets. All subsequent development or division of Lots under the Unit Ownership Act or otherwise shall have covenants and restrictions governing animals and pets. No owner, tenant, resident, or guest shall allow any animal to be at large on the Real Property, and all owners of such animals shall be responsible for the immediate clean up of animal waste. Such animals shall not be permitted to become a nuisance or annoyance to the neighborhood nor to wildlife. All animals kept on any Lot shall be properly fed, watered, and sheltered from the elements in such a manner as shall be consistent with their good health, and shall not be left outside overnight. Wild animals are inhabitants of the area. Pet food should be kept indoors. Each owner or person responsible shall treat and care for such animals in a humane and merciful fashion, so that other persons in the area shall not be required to tolerate or condone inhumane treatment of the animals. No commercial sales or breeding of any animals shall be permitted.

14. Vehicles and Parking. All subsequent development or division of Lots under the Unit Ownership Act or otherwise shall have covenants and restrictions governing vehicles and parking. There shall be no assembling, repairing or disassembling of vehicles in the street or upon any Lot, unless conducted indoors inside a garage. No mobile homes, trailers, trucks exceeding one (1) ton capacity, unsightly vehicles, or vehicles without current licensing shall be parked or allowed to remain on any of the Lots or the adjoining streets or driveways unless stored in a garage. These provisions are not intended to preclude the entry of construction, maintenance, delivery, moving, or other such service vehicles while they are being utilized in connection with services on or for the Lot.

No vehicles may be parked on the street for more than 24 hours, and in general all vehicles owned by the homeowners should be parked off the street. Other City of Missoula parking restrictions may apply to the streets within the Real Property. In no event may vehicles be parked on a street during snow removal periods, when snowplows may be active.

15. Signs. No advertising signs, billboards, or unsightly objects shall be erected, placed, or permitted to remain on any Lot or Ownership Unit. However, exceptions shall be allowed for one small sign identifying the contractor of a building under construction, one small "For Rent" or "For Sale" sign per Lot or each subsequently developed unit, or temporary small signs advertising a garage sale. For the purposes of this Declaration, small is defined to mean no larger than two feet by three feet in size. Political signs comporting with the size requirement herein are allowed for a time period 60 days prior to the election to which said political sign pertains. Such political signs must be removed immediately following such election. For a period of fifteen (15) years from the date of this Declaration, the Declarant shall be permitted to place signs within the Real Property to promote its development.

16. Nuisances. No noxious or offensive activity shall be carried on or permitted upon any of Lot or Ownership Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; nor shall any premises be used in any way or for any purpose which may endanger the health or safety of any resident or which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to or waste of the Real Property or any building situated thereon, shall be committed by the owner or any invitee of any owner, and each owner agrees to indemnify and hold harmless other owners from and against all loss resulting from any such damage or waste caused by him or his invitees.

17. Wood Burning Devices. No wood burning devices of any type shall be permitted or used in any residential building or structure erected upon any Lot in the Real Property. This specifically includes, but is not limited to, fireplaces, wood burning stoves, pellet stoves, fireplace inserts, or similar devices. High efficiency pellet stoves may be allowed as permitted by the appropriate governing body.

18. Sanitary Restrictions. The owners of every Lot, and all subsequently divided or created parcels or units shall comply with all laws and regulations relating to water supply, sanitation, sewage, disposal, and air pollution. All habitable improvement shall be connected to public or municipal sewer and water.

19. Weed Control. The owner of each Lot or Ownership Unit which is not in immediate development or does not have improvements being constructed thereon is responsible to maintain such owner's Lot or Ownership Unit in compliance with the Montana's Noxious Weed Control Act, and the attached Exhibit A Weed Management and Revegetation Plan. Owners shall revegetate any ground disturbance created by construction or maintenance with beneficial species at the first appropriate opportunity after construction or maintenance is complete, pursuant to the Exhibit A Plan. This provision may not be amended or deleted without governing body approval.

20. Radon Mitigation. The EPA has designated the Missoula area as having a high radon gas potential (Zone l). Therefore, the Missoula City-County Health Department recommends that all new residences incorporate radon resistant construction features.

21. House Numbers. Each dwelling shall have house numbers which are clearly visible from the street in all lighting conditions, which should be at least six inches in height, and shall contrast from the background color.

22. Living with Wildlife. Homeowners must accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, confining their pets, and properly storing garbage, pet food, livestock feed and other potential attractants. Homeowners must be aware of potential problems associated with the occasional presence of wildlife such as deer, elk, moose, bear, mountain lion, coyote, fox, skunk and raccoon. Contact the Montana Fish, Wildlife & Parks office in Missoula (3201 Spurgin Road, Missoula, MT 59804) for brochures that can help homeowners "live with wildlife." Alternatively, see the Education portion of FWP's web site at www.fwp.mt.gov.

The following covenants are designed to help minimize problems that homeowners could have with wildlife, as well as helping homeowners protect themselves, their property and the wildlife that Montanans value.

a. There is high potential for vegetation damage by wildlife, particularly from deer feeding on green lawns, gardens, flowers, ornamental shrubs and trees in this subdivision. Homeowners must be aware of this potential damage. They should be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation (fencing, netting, repellents) in order to avoid problems. Homeowners should consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer.

b. Gardens, fruit trees or orchards can attract wildlife such as bear and deer. Fruit bearing trees and shrubs are strongly discouraged in this subdivision because they can regularly attract bears in the fall. Keep produce and fruit picked and off the ground, because ripe or rotting fruit or vegetable material can attract bears, skunks and other wildlife. To help keep wildlife such as deer out of gardens, fences should be 8 feet or taller. Netting over gardens can help deter birds from eating berries.

c. Do not feed wildlife or offer supplements (such as salt blocks), attractants, or bait for deer or other wildlife. Feeding wildlife results in unnatural

concentrations of animals that could lead to overuse of vegetation and disease transmission. Such actions unnecessarily accustom wild animals to humans, which can be dangerous for both. It is against state law (MCA 87-3-130) to provide supplemental feed attractants if it results in a "concentration of game animals that may potentially contribute to the transmission of disease or that constitutes a threat to public safety." Also, homeowners must be aware that deer might occasionally attract mountain lions to the area.

d. Garbage must be stored in secure, bear-resistant containers or indoors to avoid attracting animals such as bears, raccoons, and dogs. If stored indoors, do not set garbage cans out until the morning of garbage pickup, and bring cans back indoors by the end of the day. (Contact FWP for information on obtaining or building bear- resistant trash containers or structures.)

e. Pets must be confined to the house, in a fenced yard, or in an outdoor kennel area when not under the direct control of the owner, and not be allowed to roam as they can chase and kill big game and small birds and mammals. And in turn, keeping pets confined helps protect them from being preyed upon by wildlife. Under current state law it is illegal for dogs to chase hooved game animals and the owner may also be held guilty (MCA 87-3-124).

f. Pet food must be stored indoors, in enclosed sheds or in animal-resistant containers in order to avoid attracting wildlife such bear, mountain lion, skunk, raccoon, etc. When feeding pets do not leave food out overnight. Consider feeding pets indoors so that wild animals do not learn to associate food with your home.

g. Barbecue grills should be stored indoors. Keep all portions of the barbecues clean. Food spills and smells on the grill, lid, etc. can attract bears and other wildlife.

h. Consider boundary fencing (except as otherwise provider for herein) that is no higher than 3-1/2 feet (at the top rail or wire) and no lower than 18 inches (at the bottom rail or wire) in order to facilitate wildlife movement and help avoid animals such as deer becoming entangled in the fence or injuring themselves when trying to jump the fence.

i. Bird feeders attract bears and are strongly discouraged annually from April 1st through the end of November. If used, bird feeders must: a) be suspended a minimum of 20 feet above ground level, b) be at least 4 feet from any support poles or points, and c) should be designed with a catch plate located below the feeder and fixed such that it collects the seed knocked off the feeder by feeding birds.

j. Compost piles can attract skunks and bears and are prohibited unless kept indoors.

23. Agricultural Operations. Owners should take notice that agricultural operations may exist adjacent to or in the vicinity of the plat. Such operations may produce exposure to odors, dust and noise, exposure to hazards such as irrigation ditches, ponds, fencing, and livestock protection methods, and the use of agricultural chemicals and farm equipment. Owners should be aware of impacts on such agricultural operations, including, but not limited to trespass on adjacent agricultural properties, failure to keep pets contained on an Owners Lot or Ownership Unit, and traffic impacts.

## ARTICLE III: GENERAL PROVISIONS

1. Duration. The covenants, conditions, charges and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any Lot or further developed parcel or unit subject to this Declaration, their respective legal representatives, heirs, successors, or assigns in perpetuity. The covenants, conditions and restrictions are binding on the Owners, their families, tenants, guests and invitees.

2. Enforcement. Any owner, or the Declarant shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include legal action seeking an injunction to prohibit any violation, to recover damages, or both. Failure by any Owner, or by the Declarant, to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. Should any lawsuit or other legal proceeding be instituted against an Owner who is alleged to have violated one or more of the provisions of this Declaration, the prevailing party in such proceeding shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney's fees.

3. Severability and Interpretation. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event the provisions of this instrument are in conflict with subsequent covenants, conditions, and restrictions associated with the further development of any Lot, the more restrictive provision shall apply. The provisions herein shall be liberally construed to further consistent development of the Real Property and the enhancement and protection of the value, desirability, and attractiveness of the Real Property.

4. Amendment. The Declarant reserves the sole right to amend, modify, make additions to or deletions from this Declaration as it alone deems appropriate, so long as it shall own one or more Lots. Otherwise, the covenants, conditions, restrictions and uses created and established herein may be waived, abandoned, terminated, modified, altered or changed as to the whole of the said Real Property, or any portion thereof, with the written consent of seventy five percent (75%) of the property owners within the development, with each Lot or subsequently developed parcel or unit having one vote for this purpose; Provided that the covenants dealing with animals and pets and living with wildlife, wood burning devices, irrigation, weed control and revegetation, boulevard maintenance, radon, addressing, SIDs, avigation easement and airport influence area, and amendments, may not be amended or eliminated without concurrence and written consent of the appropriate governing body. No

such waiver, abandonment, termination or modification contemplated herein shall become effective until the proper instrument in writing shall be executed and recorded in the office of the Clerk & Recorder of Missoula County, Montana.

5. Liability of Declarant. The Declarant shall have no liability for any of its actions or failures to act, or for an action or failure to act of any owner of any Lot or subsequently developed parcel or unit within the Real Property.

IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration on the day and year first above written.

Homes for Missoula, LLC

_____
By_____
Title_____

STATE OF_____)
)
County of_____)

This instrument was acknowledge before me on the_____day of_____, 20___, by _____, as_____of Homes for Missoula, LLC.

(SEAL) SS_____

# EXHIBIT A

# WEED MANAGEMENT AND REVEGETATION PLAN
# For
# River View Subdivision

## 1. Introduction

River View is located in Missoula County, Montana. River View is a nineteen-lot subdivision. The subdivision is approximately 2.37 acres in size. Each lot of the subdivision will be single-family homes. The management of the lotted lands within this subdivision is the responsibility of each respective owner. Until the lots are sold to owners the management of the lots will remain under the developer, Homes for Missoula, LLC. There are no proposed open spaces or common areas within the subdivision. Fees for the homeowners association will be discussed in the River View Covenants, Conditions, and Restriction document. This Vegetation Management Plan will be added as Exhibit A to the Covenants, Conditions, and Restrictions for the River View subdivision.

## 2. Current Condition and Organization of the Site

The current site has an existing home. The home will be removed prior to construction, and this weed plan pertains to revegetation and management of invasive weeds before, during, and after construction within the proposed subdivision.

## 3. Management Plan Goals

It is important to emphasize that the rehabilitation of any disturbed land is a long-term process, without quick fixes or simple prescriptions. The Missoula County Weed District is a great resource for any questions regarding revegetation or weeds.

A combination of herbicide treatments and handpulling are recommended for the noxious weeds listed below. Spot applications of Milestone at 6oz/acre will be effective on spotted knapweed. Spot applications of msm60 at 1oz/acre will be used for common tansy. A full list of control options are listed below in Section 5. After conducting the site visit for the proposed subdivision, a recommendation for broadcast treatment beginning in the fall of 2021 was made using the herbicides listed below.

## 4. Revegetation Goals

The establishment of healthy, use/type appropriate vegetation that will minimize weed invasion is the ultimate goal for any revegetation project. Revegetation

should be done using a slender grass mix. Revegetation goals for this property include the following:

- Re-establish vegetation in disturbed areas as soon as possible to minimize erosion, decrease competition from weeds and improve survival of slender grass mix.
- Smooth Brome is an acceptable grass on the property because it takes over from weeds.
- Restore healthy plant communities.

## 5. Control Actions

There are several actions that can be used in an integrated approach to weed management, and each must be considered on an area-by-area basis dependent on the species to be managed, the soil/water characteristics of the site and intended use of the area. Implementation of any of these activities should be coordinated with the Missoula County Weed District.

### Houndstongue, *Cynoglossum officinale*

***Hand pulling:*** Hand pulling, especially with the aid of a shovel, can be a very effective method of control on patches of both rosettes and flowering houndstongue plants at any time during the growing season. Pulled plants that are in or past the flowering stage should be placed in plastic bags and removed from the site to prevent seed dispersal.

***Mowing:*** Mowing can be an effective method of control for bolting individuals if done before flower but will not affect rosettes of houndstongue.

***Herbicide:*** The use of herbicides on houndstongue should focus on individuals that are in the rosette or bolting stages, as flowering individuals will already die at the end of the season (houndstongue is a biennial). The following herbicides are recommended for control of houndstongue. Always consult product labels and read them carefully to ensure correct species/land management usage and chemical application.

**Herbicide for houndstongue, *Cynoglossum officinale***

| Trade Name | Active Ingredient | Rate | Efficacy | Comments |
|---|---|---|---|---|
| Escort | Metsulfuron | .5-1oz per acre | Most effective if applied at rosette to late bud stages | Cannot be used near wells, surface water, or shallow ground water |
| Telar | Chlorsulfuron | .5-1oz per acre | Most effective if applied at rosette to late bud stages | |
| 2,4-D | 2,4-D | 2 quarts per acre | Most effective if applied at rosette stage | |

### Common tansy, *Tanacetum vulgare*

***Herbicide:*** The following herbicides are recommended for control of common tansy. Always consult product labels and read them carefully to ensure correct species/land management usage and chemical application.

**Herbicides for common tansy, Tanacetum vulgare**

| Trade Name | Active Ingredient | Rate | Efficacy | Comments |
|---|---|---|---|---|
| Escort | Metsulfuron | .5-1oz per acre | Effective if applied during bolt or bud stages | Cannot be used near wells, surface water, or shallow ground water |
| Telar | Chlorsulfuron | .5-1oz per acre | Effective if applied during bolt or bud stages | |

**Leafy Spurge, Euphorbia virgata**

***Herbicide:*** Tordon was recommended as the primary herbicide to provide effective control of leafy spurge. The following table lists the rate and pertinent comments regarding broadcast application. Always consult labels and read them carefully to ensure correct species/land management usage and chemical application.

**Herbicides for Leafy Spurge, *Euphorbia virgata***

| Trade Name | Active Ingredient | Rate | Efficacy | Comments |
|---|---|---|---|---|
| E2 | 2,4-D, Fluroxypyr, Dicamba | 2-5 pints per acre | Most effective when timed between full leaf (spring) and dormancy (fall). | Do not apply directly to water or to areas where surface water is present. Avoid drift of spray mist to any area containing vegetables, flowers, ornamental plants, shrubs, trees and other desirable plants. |

**Spotted knapweed, *Centaurea stoebe***

***Hand pulling:*** Hand pulling is an extremely effective method on small scale infestations of spotted knapweed. Pulling is easiest when soil is moist; allowing you to remove most of the taproot and kill the plant. Any stage from flowering on should be bagged and removed from the site in order to minimize seeds at the site.

***Mowing:*** Mowing will help reduce seed production of spotted knapweed; however, repeated mowing will result in knapweed plants flowing and setting seed below the blades of the mower. Mowing should occur during the bud stages but before flower to prevent cut plants from producing viable seed.

***Herbicide:*** There are a number of herbicides that provide effective control of spotted knapweed. The following herbicides are recommended for control of spotted knapweed. Always consult labels and read them carefully to ensure correct species/land management usage and chemical application.

## Hebicides for Spotted knapweed, *Centaurea stoebe*

| Trade Name | Active Ingredient | Rate | Efficacy | Comments |
|---|---|---|---|---|
| Tordon 22k | Picloram | 1 pint per acre | Most effective in actively growing plants, spring or fall | Cannot use near surface water, shallow ground water, landscaped areas and current or future vegetable gardens. |
| Milestone | Aminopyralid | 4-7 oz. per acre | Most effective in actively growing plants, spring or fall | Can be applied to water's edge; cannot be used in landscaped areas and current or future vegetable gardens. |
| ForeFront | Aminopyralid +2,4-D | 2 pints per acre | Most effective in actively growing plants, spring or fall | Can be applied to water's edge; cannot be used in landscaped areas and current or future vegetable gardens. |
| Curtail | Clopyralid +2,4-D | 2 quarts per acre | Most effective in rosette to bud stages | |
| 2,4-D amine | 2,4-D | 2 quarts per acre | Least effective herbicide listed | |

## 6. Appropriate Revegetation with Desired Species

The establishment of healthy, use/type appropriate vegetation is the most effective way to minimize weed invasion in the long term. Revegetation will be done with the following mixes:

| Dryland/Common Area Grass | | | | |
|---|---|---|---|---|
| **Common Name** | **Species** | **% mix** | **Seeds/lb.** | **PLS pounds/acre** |
| Bluebunch Wheatgrass | *Pseudoroegneria spicata* | 20.00% | 114,000 | 6.1 |
| Slender Wheatgrass | *Elymus trachycaulus* | 20.00% | 144,000 | 4.8 |
| Junegrass | *Koeleria macrantha* | 20.00% | 1,800,000 | 0.4 |
| Sandberg's Bluegrass | *Poa secunda* | 20.00% | 1,000,000 | 0.7 |
| Western Wheatgrass | *Pascopyrum smithii* | 20.00% | 187,000 | 3.7 |
| | **Grand Totals** | **100.00%** | | **15.8** |

| Roadside Grass Mixture | | | | |
|---|---|---|---|---|
| **Common Name** | **Species** | **% mix** | **Seeds/lb.** | **PLS pounds/acre** |
| Hard Fescue | *Festuca longifolia* | 33.30% | 400,000 | 2.9 |
| Western Wheatgrass | *Pascopyrum smithii* | 33.30% | 187,000 | 6.2 |
| Streambank Wheatgrass | *Elymus lanceolatus* | 33.30% | 155,000 | 7.5 |
| | **Grand Totals** | **99.90%** | | **16.6** |

**7. Response Monitoring and Re-evaluation**
Management plans should be reviewed as needed by the property owner/developer, the Vegetation Management Committee and the Missoula County Weed District.

**This plan has been approved by the Missoula County Weed District.**

DocuSigned by:
Bryce Christiaens
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**Signature**

7/7/2021

**Date**