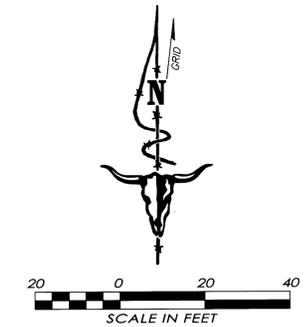
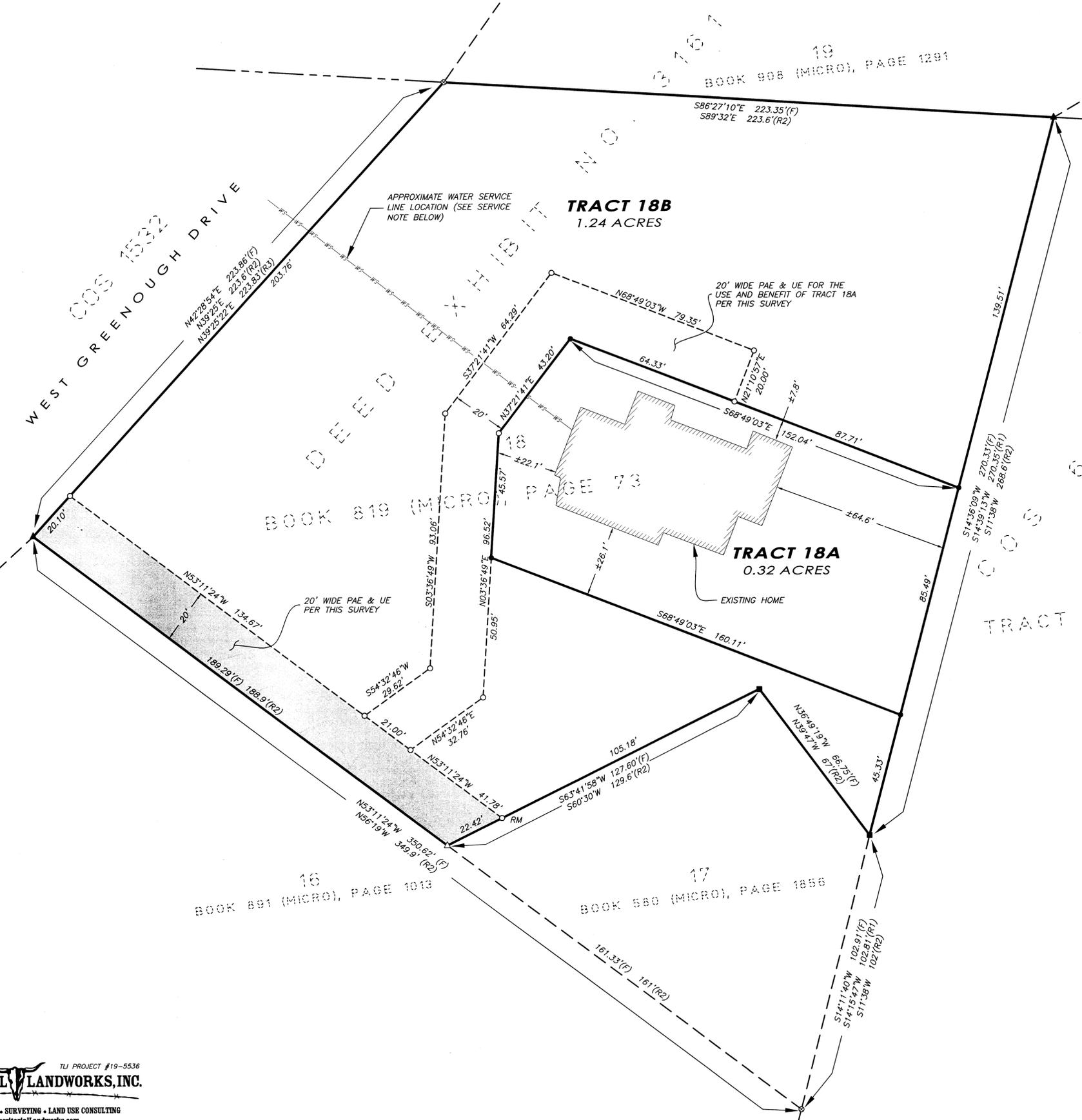


# **Certificate of Survey and Prior Subdivision History**



# CERTIFICATE OF SURVEY

TO DEPICT COURT ORDERED DIVISION OF LAND PURSUANT TO MONTANA FOURTH JUDICIAL DISTRICT COURT, MISSOULA COUNTY, DEPARTMENT NO. 2,  
CAUSE NO. DR-18-783, LOCATED IN THE NE1/4 OF SECTION 22, T.13N., R.19W., P.M.M., CITY OF MISSOULA, MISSOULA COUNTY, MONTANA



**BASIS OF BEARING:**  
STATE PLANE MONTANA - ZONE 2500  
GROUND (TRUE) DISTANCES  
GRID NORTH

**DATE:**  
MARCH, 2020

**RECORD OWNERS:**  
MICHAEL W. MCGOWAN  
MARYANN MCGOWAN

**SURVEY COMMISSIONED BY:**  
MICHAEL W. MCGOWAN

- LEGEND**
- = SET 5/8"x24" REBAR WITH 1-1/4" YPC (JACOBSON, 13748LS)
  - = SET 5/8"x24" REBAR WITH 1-1/2" ALUMINUM CAP (JACOBSON, 13748LS)
  - △ = SET MAG NAIL WITH 1-1/4" WASHER (13748LS)
  - ⊙ = FOUND 1-1/2" BRASS CAP (B58 ES)
  - ▲ = FOUND 1-1/4" O.D. PIPE (CAPPED)
  - = FOUND 1-1/4" O.D. PIPE (NO CAP)
  - YPC = YELLOW PLASTIC CAP
  - R/W = RIGHT-OF-WAY
  - COS = CERTIFICATE OF SURVEY
  - (F) = FOUND PER THIS SURVEY
  - (R1) = RECORD OR ADDITIVE PER COS 6357
  - (R2) = RECORD OR ADDITIVE PER DE 3161
  - (R3) = RECORD OR ADDITIVE PER COS 1532
  - UE = UTILITY EASEMENT
  - PAE = PRIVATE ACCESS EASEMENT
  - O.D. = OUTSIDE DIAMETER
  - RM = REFERENCE MONUMENT
- = PORTION OF 20' WIDE PAE & UE FOR THE USE & BENEFIT OF THAT PROPERTY DESCRIBED IN BOOK 580(MICRO), PAGE 1856.

**PURPOSE OF SURVEY:**

THE PURPOSE OF THIS CERTIFICATE OF SURVEY IS TO DEPICT THE TRACTS OF LAND AS PER AN ORDER OF MOTION FOR DIVISION OF LAND ISSUED BY THE MONTANA FOURTH JUDICIAL DISTRICT COURT, DEPARTMENT NO. 2, CAUSE NO. DR-18-783, PURSUANT TO 76-3-201(1)(g) MCA, TO WIT: "IS CREATED BY ORDER OF ANY COURT OF RECORD IN THIS STATE OR BY OPERATION OF LAW OR THAT, IN THE ABSENCE OF AGREEMENT BETWEEN THE PARTIES TO THE SALE, COULD BE CREATED BY AN ORDER OF ANY COURT IN THIS STATE PURSUANT TO THE LAW OF EMINENT DOMAIN, TITLE 70, CHAPTER 30".

**PERIMETER LEGAL DESCRIPTION**

THAT PROPERTY DESCRIBED IN BOOK 819, AT PAGE 73, MICRO RECORDS OF MISSOULA COUNTY AND FURTHER DEPICTED AS TRACT 18 ON DEED EXHIBIT NO. 3161, RECORDS OF MISSOULA COUNTY, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4NE1/4) OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN MONTANA, MISSOULA COUNTY, MONTANA;

CONTAINING 1.56 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS ATTACHED CERTIFICATE OF SURVEY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, AND SUBSTANTIALLY COMPLETED ON THE DATE SHOWN HEREON.

SS: *Matthew Jacobson* 3/23/20 DATE  
MATTHEW JACOBSON, PROFESSIONAL LAND SURVEYOR  
MONTANA LICENSE NO. 13748LS



**APPROVED BY:**

*Randy Adams, PLS* 3-23-2020 DATE  
MISSOULA COUNTY - DEPARTMENT OF PUBLIC WORKS

*Janna Z. Enns, R.S.* 3-24-2020 DATE  
MISSOULA CITY - COUNTY HEALTH DEPARTMENT

**WATER LINE SERVICE NOTE**

TRACT 18B IS FURTHER SUBJECT TO A 15 FOOT WIDE WATER SERVICE LINE EASEMENT FOR THE BENEFIT OF TRACT 18A & MISSOULA WATER, THE APPROXIMATE LOCATION IS SHOWN HEREON. SAID EASEMENT SHALL BE LOCATED 7.5 FEET ON EACH SIDE OF THE AS-CONSTRUCTED LOCATION.

1/4	SEC.	T.	R.
X	22	13N.	19W.

COS006750 Pages: 1 Fee: \$26.00  
6/3/24/2020 04:27:48 PM Certificate of Survey  
Tyler R. Gernant, Missoula County Clerk & Recorder

OD B: 1027 P: 1274  
SAC B: 1027 P: 1275

# Preliminary Title Report

# ***GUARANTEE***

Issued by

*First American Title Company*

*1006 West Sussex/PO Box 549 (59806), Missoula, MT 59801*

*Title Officer: Becky Poitras*

*Phone: (406)829-2540*

*FAX: (406)829-2570*



**First American Title™**

Form 5010500 (7-1-14)

Guarantee Number: 501055-

## Guarantee Face Page

*Issued By*

**FIRST AMERICAN TITLE INSURANCE COMPANY**



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**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

## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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 prosecution 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

## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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

# Guarantee

## Subdivision Guarantee

ISSUED BY  
**First American Title Insurance Company**

GUARANTEE NUMBER  
**5010500-971829-M**

Subdivision or Proposed Subdivision: Greenough Heights

Order No.: 971829-M

Reference No.: Project 20-5651

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:

**PARCEL I:**

**BEGINNING AT THE NW CORNER OF THE NE<sup>1</sup>/<sub>4</sub> OF THE NE<sup>1</sup>/<sub>4</sub>, SECTION 22, TOWNSHIP 13 NORTH, RANGE 19 WEST, M.M., AND RUNNING THENCE EAST 679.00 FEET, THENCE SOUTH 39°25' WEST, 223.60 FEET TO A POINT ON THE EAST SIDE OF THE COUNTY ROAD, BEING THE NW CORNER OF THE TRACT TO BE CONVEYED, AND RUNNING THENCE SOUTH 44°41' WEST, 144.40 FEET, THENCE SOUTH 56°54' EAST, 432.00 FEET TO A POINT ON THE WEST SIDE LINE OF GREENOUGH PARK, THENCE NORTH 11°38' EAST, 153.00 FEET ALONG THE WEST SIDE LINE OF SAID GREENOUGH PARK TO A POINT, THENCE NORTH 57°03' WEST, 347.00 FEET TO THE PLACE OF BEGINNING. (ALSO SHOWN AS TRACT 16 ON DEED EXHIBIT NO. 3161)**

**PARCEL II:**

**BEGINNING AT THE NW CORNER OF THE NE<sup>1</sup>/<sub>4</sub> OF THE NE<sup>1</sup>/<sub>4</sub>, SECTION 22, TOWNSHIP 13 NORTH, RANGE 19 WEST, M.M., AND RUNNING THENCE EAST 679.00 FEET, THENCE SOUTH 39°25' WEST, 223.60 FEET TO A POINT ON THE EAST SIDE OF THE COUNTY ROAD, BEING THE NW CORNER OF THE TRACT TO BE CONVEYED, AND RUNNING THENCE SOUTH 44°41' WEST, 144.40 FEET, THENCE SOUTH 56°54' EAST, 432.00 FEET TO A POINT ON THE WEST SIDE LINE OF GREENOUGH PARK, THENCE NORTH 11°38' EAST, 153.00 FEET ALONG THE WEST SIDE LINE OF SAID GREENOUGH PARK TO A POINT, THENCE NORTH 57°03' WEST, 347.00 FEET TO THE PLACE OF BEGINNING. (ALSO SHOWN AS TRACT 15 ON DEED EXHIBIT NO. 3161)**

To be known as: **Greenough Heights**

(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:

Greenough Heights, LLC, a Montana limited liability company

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

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

1. 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.
2. 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	\$3,624.56 Paid	\$3,612.56 Due	665102

3. Special Improvement District No. 541  
For: Pineview Park  
1st Half Amount: \$17.99, Paid  
2nd Half Amount: \$17.99, Due  
Until: 2028

(Included within General County Taxes)

4. Easement recorded in Book 159 of Micro Records at Page 173.

Date of Guarantee: May 17, 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](mailto: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](http://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](http://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](http://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](http://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](http://www.firstam.com/privacy-policy). To learn about the sources from which we collected that information, the business and commercial purpose for its 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](http://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](http://www.firstam.com/privacy-policy).

## Anna M. Vickers

---

**From:** Daniel D. Fultz  
**Sent:** Monday, May 24, 2021 3:35 PM  
**To:** Anna M. Vickers  
**Cc:** Danny G. Oberweiser; Matt J. Jacobson  
**Subject:** RE: Korkalo

Anna

See from MJ below. Not sure if he sent this to you or not.

**Dan Fultz**, Registered Sanitarian  
Civil Designer



**IMEG Corp. | formerly Territorial Landworks**  
1817 South Ave West | Suite A | Missoula, MT 59801

(406) 721-0142 | phone  
(406) 532-0246 | single reach  
(814) 720-9312 | mobile  
(406) 721-5224 | fax

Daniel.D.Fultz@imegcorp.com

[website](#) | [vCard](#) | [map](#) | [regional news](#)   

[Learn more](#) about us and the IMEG story!

This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

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**From:** Matt J. Jacobson <Matthew.J.Jacobson@imegcorp.com>  
**Sent:** Monday, May 24, 2021 3:15 PM  
**To:** Danny G. Oberweiser <Daniel.G.Oberweiser@imegcorp.com>  
**Cc:** Daniel D. Fultz <Daniel.D.Fultz@imegcorp.com>  
**Subject:** Korkalo

See below for legal description I would recommend

THAT PROPERTY DESCRIBED IN BOOK 1046, AT PAGE 794, MICRO RECORDS OF MISSOULA COUNTY AND FURTHER SHOWN AS AREA'S 15 AND 16 ON DEED EXHIBIT NO. 3161, RECORDS OF MISSOULA COUNTY, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4NE1/4) OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA, MISSOULA COUNTY MONTANA.

**Matt Jacobson**, P.L.S.  
Lead Surveyor



**IMEG Corp. | formerly Territorial Landworks**  
1817 South Ave West | Suite A | Missoula, MT 59801

(406) 721-0142 x 218 | phone  
(406) 531-4959 | mobile  
(406) 721-5224 | fax

matthew.j.jacobson@imegcorp.com

DEED EXHIBIT #3161  
Book 52 Page 1438

Berenice L. Forssen,

to

Martha L. Onishuk, Thomas Paul Lowe  
and Frederick J. Lowe

Tract beginning at the section corner  
common to sections 14, 15, 22 and 23,  
T13N, R19W

Areas #12 and #13



# RIGHT OF WAY EASEMENT

Virginia Lou Foster  
 of Missoula, Montana, in consideration of One & no/100 Dollars, and other goods and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, grant, convey, and warrant to THE MONTANA POWER COMPANY, a corporation, whose postoffice address is Butte, Montana, the right to construct, maintain, operate and remove an electric transmission system and telephone system, as now surveyed and located over, along and across that certain real property, located in Missoula County, Montana, and particularly described as follows, to-wit: On the North Boundary Line of the N.E.1/4 of the N.E.1/4 Plat T W in Section 22, Township 13, Range 19 W.

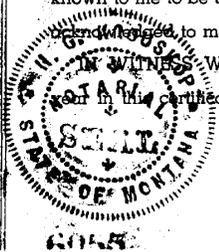
WITNESS her hand this 23 day of May, 1950.

STATE OF MONTANA, }  
 County of Missoula } ss.

\* Virginia Lou Foster

On this 23 day of May, in the year 1950, before me, H. G. Krouskop, Notary Public in and for the State aforesaid, personally appeared Virginia Lou Foster known to me to be the person whose name is subscribed to the within instrument, and she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and date first above written.



H. G. Krouskop  
 Notary Public for the State of Montana,  
 Residing at Missoula, Montana.  
 My Commission Expires Aug. 17, 1951.



11162  
 Right of Way Easement  
 Virginia Lou Foster

TO THE MONTANA POWER CO.

Transmission Line  
 STATE OF MONTANA } ss.  
 County of Missoula }

Filed for Record at Request of THE MONTANA POWER CO.

On the 6th day of June, 1950

at 908 West 9th St. Missoula, M., and

recorded in Volume 159 of Deeds,

Pages 173, inclusive.

Records of Missoula County.

W. J. EABING  
 COUNTY CLERK  
 By [Signature] Deputy.  
 60070

Indexed.....	.....
Recorded.....	.....
Compared.....	.....
Paaged.....	.....

Montana Power Co  
 Box 1338 Butte Mont

# Ownership Deeds



EXHIBIT A

Tract A: Beginning at the NW corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 22, Township 13 North, Range 19 West, M.M., and running thence east 679.00 feet, thence South 39°25' West, 223.60 feet to a point on the east side of the county road, being the NW corner of the tract to be conveyed, and running thence South 44°41' West, 144.40 feet, thence South 56°54' East, 432.00 feet to a point on the west side line of Greenough Park, thence North 11°38' East, 153.00 feet along the west side line of said Greenough Park to a point, thence North 57°03' West, 347.00 feet to the place of beginning, containing an area of 1.32 acres, more or less. oK

Tract B: That part of the NE $\frac{1}{4}$ , Section 22, Township 13 North of Range 19 West, Montana Meridian, more particularly described as follows: Beginning at a point on the west boundary line of Greenough Park 522.00 feet South 11°38' West of a point 439.20 feet west of the corner to Sections 14, 15, 22 and 23, Township 13 North, Range 19 West, and running thence North 56°54' West, 432.00 feet, thence South 42°54' West, 65.60 feet, thence South 42°54' West, 65.60 feet, thence South 47°38' West, 405.00 feet to the left bank of the Old Hammond Ditch, on the south side of Cherry Creek; thence South 48°59' East, 129.30 feet, thence South 22°39' East, 131.00 feet to the west side of said park, thence along the west side of the park to the place of beginning containing an area of four acres, more or less. oK

Recording Reference: Book 804 of Micro, Page 583

Together with the tenements, hereditaments and appurtenances to the same  
belonging or in anywise appertaining;

389

RETURN RECORDED DOCUMENT TO:  
GREGORY L. HANSON, Esq.  
Atten: Shirley McDonald  
Garlington, Lohn & Robinson, PLLP  
P.O. Box 7909  
Missoula, MT 59807

201205736 B: 891 P: 1013 Pages: 3  
03/28/2012 04:40:56 PM Deed Of Distribution  
Vickie M Zeier, Missoula County Clerk & Recorder

DEED OF DISTRIBUTION

THIS DEED, made this 19<sup>th</sup> day of MARCH, 2012 by and  
between CHRISTIAN T. KORKALO, the duly appointed, qualified and acting Personal  
Representative of the Estate of MAYHEW Y. FOSTER, deceased, Grantor, and  
CHRISTIAN T. KORKALO of 1412 Ashley Drive, Virginia Beach, Virginia 23454,  
Grantee;

WITNESSETH:

WHEREAS, Grantee is the sole devisee under the Will of MAYHEW Y.  
FOSTER, and Grantor is authorized to distribute the assets of the estate in his capacity as  
Personal Representative;

NOW, THEREFORE, CHRISTIAN T. KORKALO, Personal  
Representative of the Estate of MAYHEW Y. FOSTER, pursuant to said Will, hereby  
grants, bargains, sells and conveys unto CHRISTIAN T. KORKALO and his heirs and  
assigns, forever, all of the right, title and interest of MAYHEW Y. FOSTER, deceased, at  
the time of his death, and any right, title and interest that said Estate and Personal  
Representative, by operation of law or otherwise, may have acquired, other than or in

addition to that of the said deceased at the time of his death, in and to all that certain real property situated in Missoula County, Montana, particularly described as follows:

Tract A: Beginning at the NW corner of the NE¼ of the NE¼, Section 22, Township 13 North, Range 19 West, M.M., and running thence east 679.00 feet, thence South 39°25' West, 223.60 feet to a point on the east side of the county road, being the NW corner of the tract to be conveyed, and running thence South 44°41' West, 144.40 feet, thence South 56°54' East, 432.00 feet to a point on the west side line of Greenough Park, thence North 11°38' East, 153.00 feet along the west side line of said Greenough Park to a point, thence North 57°03' West, 347.00 feet to the place of beginning, containing an area of 1.32 acres, more or less. oK

Tract B: That part of the NE¼, Section 22, Township 13 North of Range 19 West, Montana Meridian, more particularly described as follows: Beginning at a point on the west boundary line of Greenough Park 522.00 feet South 11°38' West of a point 439.20 feet west of the corner to Sections 14, 15, 22 and 23, Township 13 North, Range 19 West, and running thence North 56°54' West, 432.00 feet, thence South 42°54' West, 65.60 feet, thence South 42°54' West, 65.60 feet, thence South 47°38' West, 405.00 feet to the left bank of the Old Hammond Ditch, on the south side of Cherry Creek; thence South 48°59' East, 129.30 feet, thence South 22°39' East, 131.00 feet to the west side of said park, thence along the west side of the park to the place of beginning containing an area of four acres, more or less. oK

Recording Reference: Book 804 of Micro, Page 583

Together with the tenements, hereditaments and appurtenances to the same belonging or in anywise appertaining;





North 57°03' West, 347.00 feet to the place of beginning, containing an area of 1.32 acres, more or less.

Tract B: That part of the NE¼, Section 22, Township 13 North of Range 19 West, Montana Meridian, more particularly described as follows: Beginning at a point on the west boundary line of Greenough Park 522.00 feet South 11°38' West of a point 439.20 feet west of the corner to Sections 14, 15, 22 and 23, Township 13 North, Range 19 West, and running thence North 56°54' West, 432.00 feet, thence South 42°54' West, 65.60 feet, thence South 42°54' West, 65.60 feet, thence South 47°38' West, 405.00 feet to the left bank of the Old Hammond Ditch, on the south side of Cherry Creek; thence South 48°59' East, 129.30 feet, thence South 22°39' East, 131.00 feet to the west side of said park, thence along the west side of the park to the place of beginning containing an area of four acres, more or less.

(3) That the decedent's interest in the above-described property is terminated.

Mailing address of surviving joint tenant:

Mr. Mayhew Y. Foster  
1006 Greenough Drive West  
Missoula, MT 59802

DATED: Aug 8, 2007

*Mayhew Y. Foster*  
Mayhew Y. Foster

This instrument was acknowledged before me on August 8, 2007 by MAYHEW Y. FOSTER.



GREGORY L. HANSON  
NOTARY PUBLIC-MONTANA  
Residing at Missoula, Montana  
My Comm. Expires Oct. 16, 2008

*Gregory L. Hanson*  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Print or type name of notary \_\_\_\_\_  
Residing at Missoula, Montana  
My Commission expires: \_\_\_\_\_

- 2 -



## Covenants

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

---

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENOUGH HEIGHTS**

---

This Declaration is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Greenough Heights LLC, 1412 Ashley Drive, Virginia Beach, VA 23454 and provides as follows:

**RECITALS**

A. Greenough Heights, 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 IN BOOK 1046, AT PAGE 794, MICRO RECORDS OF MISSOULA COUNTY AND FURTHER SHOWN AS AREA'S 15 AND 16 ON DEED EXHIBIT NO. 3161, RECORDS OF MISSOULA COUNTY, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4NE1/4) OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA, MISSOULA COUNTY MONTANA.

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

**GREENOUGH HEIGHTS 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. Common Area. “Common Area” shall mean and refer to any areas that are to be maintained by all Lot Owners within Greenough Heights Subdivision
2. Declarant. “Declarant” shall mean and refer to Greenough Heights, 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.
3. Declaration. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.
4. 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.
5. 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. Owners of lots within Greenough Heights Subdivision are required to be members of Greenough Heights Homeowners Association, should one be formed. This is acknowledged by purchasing of the Lots.
6. 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 building permits from the City of Missoula.

Permitted residential buildings include standalone 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 effect 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 floodplain 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 site plans for homes are required to be reviewed by a certified Geotechnical Engineer.

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 cleanup 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 1). 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](http://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 as 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 provided 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 are notified 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.

24. Wildland Urban Interface. This property is located within the Wildland/Urban Interface. The attached Defensible Space Plan has been approved by the City of Missoula Fire Chief. Please see Exhibit B for the Defensible Space Plan. Vegetation shall be removed and reduced around each building according to the slope. Single ornamental trees or shrubs need not be removed as long as all vegetation near them is reduced according to the guideline. Ornamental trees and shrubs should not touch any buildings. Improved irrigated landscaping is allowed by houses but must be draining away from structure. When planting, the property owner shall select trees, shrubs, and vegetation that limit or retard fire spread as suggested below:

- (i) Perennial: Choose hardy perennial flowers that are adapted to Missoula’s climate. These green, leafy, succulent plants are difficult to burn. Watering and regular weeding improves fire resistance;
- (ii) Shrubs: Evergreen shrubs such as dwarf conifers or junipers tend to ignite easily: avoid them unless well spaced; and
- (iii) Trees: Deciduous trees can be clumped, scattered, or planted in greenbelts or windbreak patterns. Evergreen trees tend to ignite easily and should be spaced in accordance with the Exhibit B.

Roof Construction: In areas of Wildland/Urban Interface the following standards shall be used in roof construction: Use only Class A or B fire-rated roofing materials.

Fire Rating	Type of Material Slate	Spread Index 0-25
Class A	Rock shingle	
	Concrete tile	
Class B	Fiberglass based: -asphalt shingle -rolled roofing	26-75
	Aluminum shingle	
	Aluminum or steel panels	

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, 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.

Greenough Heights, LLC

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

County of \_\_\_\_\_ )

This instrument was acknowledge before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Greenough Heights, LLC.

(SEAL)

SS \_\_\_\_\_

DRAFT

# Weed Management Plan

## EXHIBIT A

# WEED MANAGEMENT AND REVEGETATION PLAN For Greenough Heights

### **1. Introduction**

Greenough Heights is located in Missoula County, Montana. Greenough Heights is a twenty-lot subdivision. The subdivision is approximately 5.81 acres in size. Each lot of the subdivision will 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, Greenough Heights, LLC. There will be one open space area that is approximately 27,557sqft. The open space will have a trail which will have a public access easement to allow for foot access to the existing Greenough Park. The open space will be maintained by the Greenough Heights Homeowners Association. Fees for the homeowners association will be discussed in the Greenough Heights Covenants, Conditions, and Restriction document. This Vegetation Management Plan will be added as Exhibit A to the Covenants, Conditions, and Restrictions for the Greenough Heights subdivision.

### **2. Current Condition and Organization of the Site**

The current site is dominated by Smooth Brome with a few sporadic Houndstongue.

### **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.

Houndstonque concentrations do not merit broadcast herbicide treatments and will be addressed through a combination of hand pulling and spot treatment indicated under "control actions." Revegetation should be done using a quick establishing grass mix to prevent establishment of weeds after disturbance.

### **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.

### **Herbicides for houndstongue, *Cynoglossum officinale***

Trade Name	Active Ingredient	Rate	Efficacy	Comments
Escort	metsulfuron	.5-1 oz 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	.5-1 oz.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	

## 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. There is no treatment necessary for the Smooth Brome. Revegetation will be done with the following mixes:

Dryland/Common Area Grass				
Common Name	Species	% mix	Seeds/b.	PLS pounds /acre
Bliebunch Wheatgrass	<i>Pseudoroegneria spicata</i>	20.00%	114,000	6.1
Slender Wheatgrass	<i>Elymus trachycaulis</i>	20.00%	144,000	4.8
Junegrass	<i>Koeleria macrantha</i>	20.00%	1,800,000	0.4
Sandberg's Bliegrass	<i>Poa secunda</i>	20.00%	1,000,000	0.7
Western Wheatgrass	<i>Pascopyrum smithii</i>	20.00%	187,000	3.7
	<b>Grand Totals</b>	<b>100.00%</b>		<b>15.8</b>

Roadside Grass Mixture				
Common Name	Species	% mix	Seeds/b.	PLS pounds /acre
Hard Fescue	<i>Festuca bingifolia</i>	33.30%	400,000	2.9
Western Wheatgrass	<i>Pascopyrum smithii</i>	33.30%	187,000	6.2
Stream bank Wheatgrass	<i>Elymus lanceolatus</i>	33.30%	155,000	7.5
	<b>Grand Totals</b>	<b>99.90%</b>		<b>16.6</b>

## 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 Christians*

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**Signature**

4/7/2021

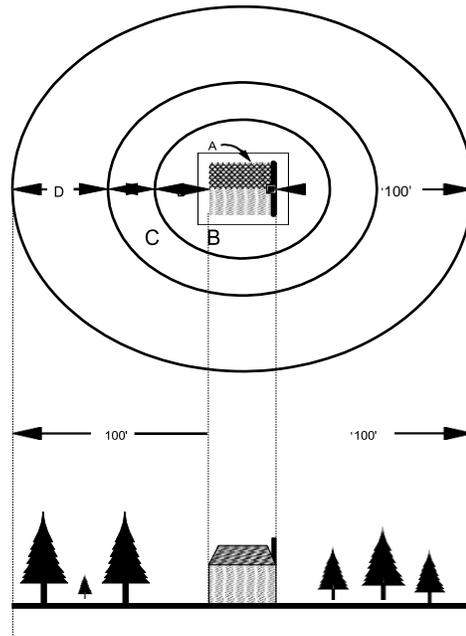
**Date**



## **Defensible Space Plan**

EXHIBIT B  
Defensible Space Plan

**VEGETATION REDUCTION GUIDELINES: 0% TO 10% SLOPE**



**A = THE FIRST THREE (3) FEET OF B**

- Maintain an area of non-combustible material - flowers, plants, concrete, gravel, mineral soil, improved irrigated lawn (draining away from the house) etc.

**B = TEN (10) FEET**

- Remove all trees and downed woody fuels.

**C = TWENTY (20) FEET**

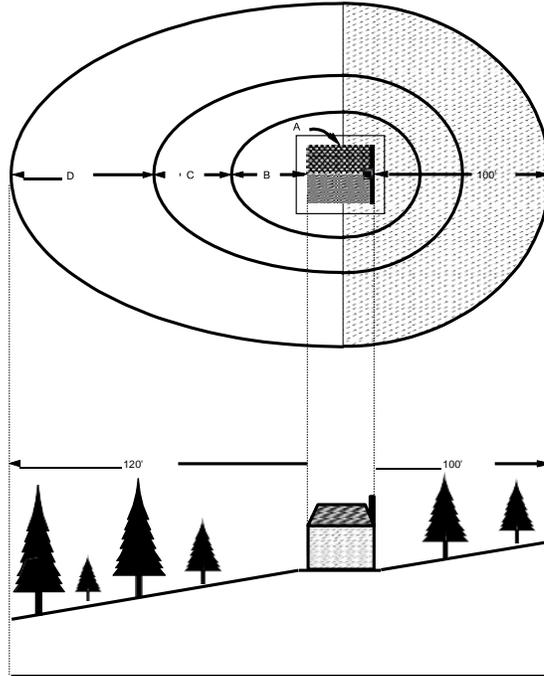
- Thin trees to ten (10) feet between crowns.
- Prune limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less.
- Maintain surface vegetation at three (3) inches or less. Remove all downed woody fuels.

**D = SEVENTY (70) FEET**

- Thin trees to ten (10) feet between crowns.
- Prune limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less.
- Remove all downed woody fuels more than three (3) inches in diameter.

EXHIBIT B  
Defensible Space Plan

**VEGETATION REDUCTION GUIDELINES: 10% TO 20% SLOPE**



The shaded areas (upslope) of B, C, & D remain a constant distance of ten (10) feet, twenty (20) feet, and seventy (70) feet respectively. The shaded area begins from the mid-section of a structure. The unshaded areas (downslope) of B, C, and D increase with slope as detailed below:

**A = THE FIRST THREE (3) FEET OF B**

- Maintain an area of non-combustible material – flowers, plants, concrete, gravel, mineral soil, improved irrigated lawn (draining away from the house) etc.

**B = FIFTEEN (15) FEET**

- Remove all trees and downed woody fuels.

**C = TWENTY- FIVE (25) FEET**

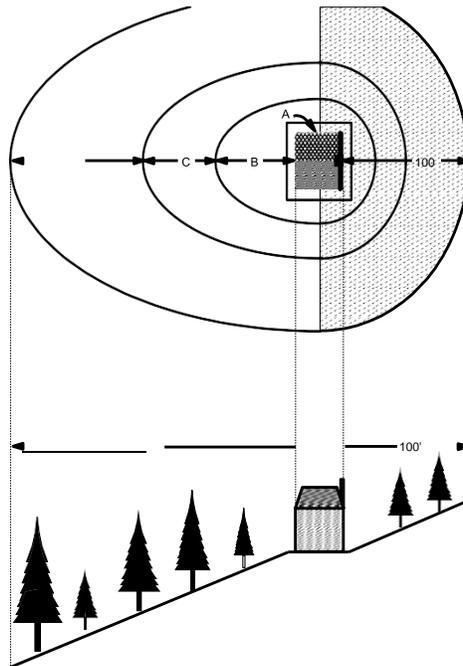
- Thin trees to ten (10) feet between crowns.
- Prune limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less.
- Maintain surface vegetation at three (3) inches or less. Remove all downed woody fuels.

**D = EIGHTY (80) FEET**

- Thin trees to ten (10) feet between crowns.
- Prune limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less.
- Remove all downed woody fuels more than three (3) inches in diameter.

EXHIBIT B  
Defensible Space Plan

**VEGETATION REDUCTION GUIDELINES: 20% TO 30% SLOPE**



The shaded areas (upslope) of B, C, & D remain a constant distance of ten (10) feet, twenty (20) feet, and seventy (70) feet respectively. The shaded area begins from the mid-section of a structure. The unshaded areas (downslope) of B, C, & D increase with the slope as detailed below:

**A = THE FIRST THREE (3) FEET OF B**

- Maintain an area of non-combustible material – flowers, plants, concrete, gravel, mineral soil, improved irrigated lawn (draining away from the house) etc.

**B = TWENTY (20) FEET**

- Remove all trees and downed woody fuels.

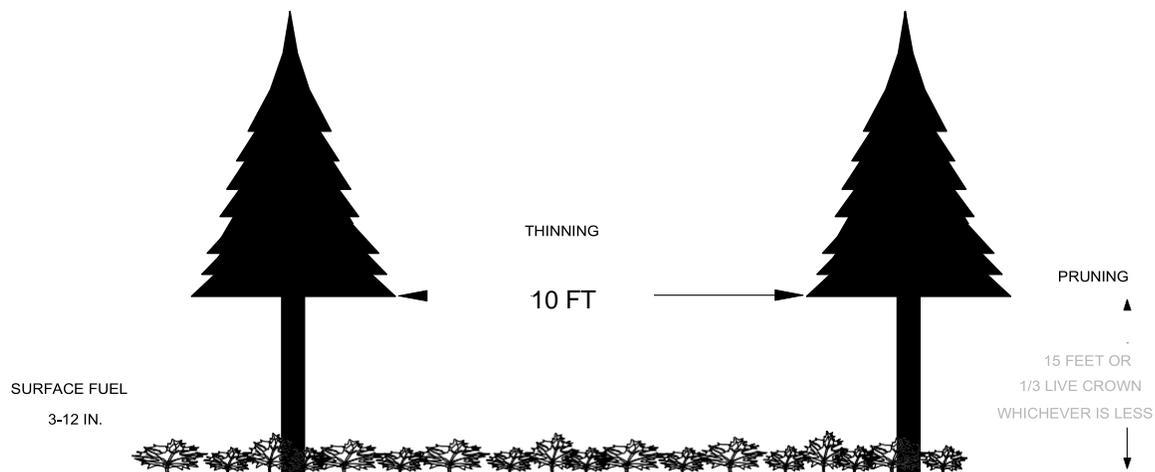
**C = THIRTY (30) FEET**

- Thin trees to ten (10) feet between crowns.
- Prune limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less. Maintain surface vegetation at three (3) inches or less.
- Remove all downed woody fuels.

**D = ONE HUNDRED (100) FEET**

- Thin trees to ten (10) feet between crowns.
- Prune limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less.
- Remove all downed woody fuels more than three (3) inches in diameter.

## VEGETATION REDUCTION GUIDELINES: THINNING AND PRUNING



In areas where vegetation modification is prescribed, use the following guidelines:

- A. THINNING
  - Thin trees to ten (10) feet between crowns.
- B. PRUNING
  - Prune the limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less.
- C. SURFACE VEGETATION
  - Maintain surface vegetation at three (3) feet to twelve (12) feet as detailed.