



Insured Titles, LLC
1724 Fairview
Missoula, MT 59801
Phone: (406)728-7900 / Fax: (714)929-5244

PR: AFFGRP

Ofc: 62 (3649)

Final Invoice

To: IMEG Corp.
1817 South Ave West Suite A
Missoula, MT 59801

Invoice No.: 3649 - 621009146
Date: 05/22/2023

Our File No.: 1095111-IT
Title Officer: Sara Curry
Escrow Officer:

Customer ID: 1040810

Attention:
Your Ref.:

Liability Amounts

RE: Property:
NHN Simons Drive, Missoula, MT 59803

Buyers: Rebecca Donnelly
Sellers:

Description of Charge	Invoice Amount
Guarantee-Subdivision Guarantee	\$125.00

INVOICE TOTAL \$125.00

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, Insured Titles, LLC, PO Box 35146
Seattle, WA 98124-5146*

GUARANTEE

Issued by **Commonwealth Land Title Insurance Company**

GUARANTEE NUMBER 44609-1-1095111-2023.81030-230118778



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

COMMONWEALTH LAND TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

The Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY, has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned by an authorized officer or agent of the Company.

Dated May 18, 2023

:

Countersigned:

By:
Authorized Officer or Agent

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By:

ATTEST

President

Secretary

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 under this Guarantee 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 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 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: Consumer Affairs Department, P.O. Box .45023, Jacksonville, Florida 32232-5023.

GUARANTEE

Issued by
**Commonwealth Land
Title Insurance Company**



**Commonwealth Land Title Insurance
Company**
P.O. Box 45023
Jacksonville, Florida 32232-5023

SCHEDULE A
SUBDIVISION GUARANTEE

GUARANTEE NO.: **44609-1-1095111-
2023.81030-230118778**

LIABILITY: **\$10,000.00**

FILE NO: **1095111-IT**

FEE: **\$125.00**

YOUR REFERENCE:

1. Name of Assured: County of Missoula and the City of Missoula in the State of Montana.
2. Date of Guarantee: May 18, 2023 at 7:30 A.M.
3. Title to said estate or interest at the date hereof is vested in:

Rebecca Donnelly

4. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

Fee Simple

5. The land referred to in this Guarantee is situated in the State of **Montana**, County of **Missoula**, and is described as follows:

Certificate of Survey No. 282, a tract of land located in and being a portion of the Northeast one-quarter (NE¹/₄) of Section 5, Township 12 North, Range 19 West, P.M.M., Missoula County, Montana.

TO BE KNOWN AS:
CERTIFICATE OF SURVEY NO. _____

6. The assurances referred to on the face page hereof are: According to the public records the title to the herein described estates or interest was vested in the vestee named in paragraph 3 subject to the matters shown in Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

SCHEDULE B

SUBDIVISION GUARANTEE

Guarantee No.: 44609-1-1095111-2023.81030-230118778

EXCEPTIONS

1. Encroachments or questions of location, boundary and area, which an accurate survey may disclose; public or private easements, streets, roads, alleys or highways, unless disclosed of record by recorded Plat or conveyance, or decree of a Court of record; rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records; material or labor liens or liens under the Workmen's Compensation Act not disclosed by the public records; any service, installation or construction charges for sewer, water, electricity, or garbage collection and disposal.
2. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water, water rights or matters relating thereto.
3. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding the same becoming a lien.
4. 2023 taxes and special assessments are an accruing 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	First Half / Status	Second Half / Status	Parcel Number	Covers
2022	\$1,584.66 Paid	\$1,584.65 Payable	267253	Subject Land

5. Deed of Trust, to secure an original indebtedness of \$292,500.00, dated March 31, 2021 and any other amounts and/or obligations secured thereby
Recorded: March 31, 2021, Book 1052 at Page 1105 Micro Records
Grantor: Rebecca Donnelly
Trustee: Stewart Title of Missoula County
Beneficiary: First Interstate Bank

Modification Agreement recorded July 12, 2022, Book 1078 at Page 155 Micro Records.
6. Easement for Right-of-way granted to The Montana Power Company, recorded Decmeber 10, 1976 in Book 90 of Micro Records, Page 1064.
7. Easement for Pipeline Right-of-way granted to The Montana Power Company, recorded December 20, 1989 in Book 304 of Micro Records, Page 1848.
8. Easement for Utility granted to Montain Water Company, recorded September 14, 1999 in Book 595 of Micro Records, Page 1727.

9. Easement for Utility granted to City of Missoula, recorded September 28, 1999 in Book 597 of Micro Records, Page 511.
10. Easement for Roadway granted to City of Missoula, recorded September 28, 1999 in Book 597 of Micro Records, Page 520.
11. Easement for Non-Motorized Access granted to City of Missoula, recorded March 6, 2000 in Book 610 of Micro Records, Page 87.
12. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey(s) No. 282, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604 (c).
13. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, and other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental agencies, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A Cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such a disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

WHEN RECORDED RETURN TO:

Name: Rebecca Donnelly
Address: 231 E. Alder Unit B

Missoula MT 59802
File No.: STM-89515

Tax ID# 267253

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is acknowledged the undersigned, WSB, a partnership, whose address is PO Box 9199, Missoula, MT 59807, GRANTOR(S) do/does hereby grant, bargain, sell and convey unto:

Rebecca Donnelly
231 E. Alder, Unit B
Missoula MT 59802

GRANTEE(S), his/her/their heirs and assigns, the following described premises in Missoula County and State of Montana:

Certificate of Survey No. 282, the same being a tract of land located in the NE¼ of Section 5, Township 12 North, Range 19 West, P.M.M., Missoula County, Montana.

TO HAVE AND TO HOLD the said premises, with its appurtenances and easements apparent or of record, unto the said GRANTEE(S), his/her/their heirs and assigns, forever. And the said GRANTOR(S) do/does hereby covenant to and with the said GRANTEE(S), that the GRANTOR(S) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except for current years taxes, levies, and assessments and except U.S. Patent reservations, restriction, easements of record, and easements visible upon the premises, and the GRANTOR(S) will warrant and defend the same from all lawful claims whatsoever.

SUBJECT TO:

- A. All reservations, exceptions, covenants, conditions and restrictions of record and in patents from the United States or the State of Montana;
- B. All existing easements, rights of way and restrictions apparent or of record;
- C. Taxes and assessments for the current year and subsequent years;
- D. All prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons; and
- E. Building, use, zoning, sanitary, and environmental restrictions.

GRANTOR(S) covenant with GRANTEE(S) that GRANTOR(S) are now seized in fee simple absolute of said premises; that GRANTOR(S) have full power to convey same; that the same is free from all encumbrances excepting those set forth above; that GRANTEE(S) shall enjoy the same without any lawful disturbance; that GRANTOR(S) will, on demand, execute and deliver to GRANTEE(S), at the expense of GRANTORS, any further assurance of the same that may be reasonably required; and, with the exceptions set forth above, that GRANTOR(S) warrant to GRANTEE(S) and will defend for him/her all the said premises against every person lawfully claiming all or any interest in same.

DATED this 25 day of March, 2021.

WSB, A PARTNERSHIP

Thomas H. Boone

By: Thomas H. Boone, Managing Partner

State of Montana
County of Missoula

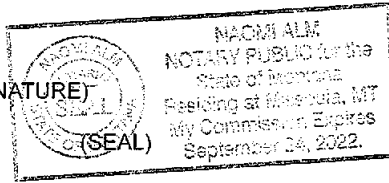
On this 31 day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas H. Boone, Managing Partner of WSB, a partnership, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

nae

(SIGNATURE)

Printed Name: _____
Notary Public in and for the State of Montana
Residing at _____
My commission expires: _____



WHEN RECORDED MAIL TO:
First Interstate Bank
Missoula Downtown Branch
101 East Front Street
P.O. Box 4667
Missoula, MT 59806-4667

RECORDATION REQUESTED BY:
First Interstate Bank
Missoula Downtown Branch
101 East Front Street
P.O. Box 4667
Missoula, MT 59806-4667
SIM-89515
TAXID # 267253

FOR RECORDER'S USE ONLY



DEED OF TRUST

MAXIMUM LIEN. The total principal indebtedness that may be outstanding at any given time which is secured by this Deed of Trust is \$292,500.00.

THIS DEED OF TRUST is dated March 31, 2021, among Rebecca Donnelly, whose address is 231 E Alder St #B, Missoula, MT 59801 ("Grantor"); First Interstate Bank, whose address is Missoula Downtown Branch, 101 East Front Street, P.O. Box 4667, Missoula, MT 59806-4667 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Stewart Title of Missoula County Inc, whose address is 320 W Broadway, Ste A, Missoula, MT 59802 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Missoula County, State of Montana:

Certificate of Survey No. 282, the same being a tract of land located in the NE1/4 of Section 5, Township 12 North, Range 19 West, P.M.M., Missoula County, Montana.

The Real Property or its address is commonly known as NHN Simons Drive, Missoula, MT 59803.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay

**DEED OF TRUST
(Continued)**

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to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property does not exceed forty (40) acres, and this instrument is a Trust Indenture executed in conformity with the Small Tract Financing Act of Montana.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified

**DEED OF TRUST
(Continued)**

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Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Montana law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or

**DEED OF TRUST
(Continued)**

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default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, and the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**DEED OF TRUST
(Continued)**

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Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**DEED OF TRUST
(Continued)**

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FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of

**DEED OF TRUST
(Continued)**

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Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of

**DEED OF TRUST
(Continued)**

Page 8

the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, paralegal fees, and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Missoula County, State of Montana. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any

**DEED OF TRUST
(Continued)**

Page 9

notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

ILLEGAL ACTIVITY/FORFEITURE. Grantor represents and warrants to Lender that: (a) No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity (whether under local, state or federal law) and to the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana), and (b) There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under this Agreement, the Note, the Security Instrument or the other Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture. Borrower also hereby covenants and agrees that it shall not commit, permit or suffer to exist any illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana).

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Montana without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Montana.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Missoula County, State of Montana.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than

**DEED OF TRUST
(Continued)**

Page 10

Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Montana as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means First Interstate Bank, and its successors and assigns.

Borrower. The word "Borrower" means Rebecca Donnelly and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents. This Deed of Trust is intended to be a trust indenture as provided for in the Small Tract Financing Act of Montana.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Rebecca Donnelly.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means First Interstate Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated March 31, 2021, in the original principal

**DEED OF TRUST
(Continued)**

amount of \$292,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is April 26, 2022.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Stewart Title of Missoula County Inc, whose address is 320 W Broadway, Ste A, Missoula, MT 59802 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

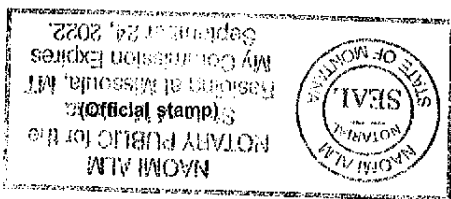
GRANTOR:


X 
Rebecca Donnelly

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Montana)
)
) SS
COUNTY OF Missoula)

This record was acknowledged before me on March 31, 2021 by Rebecca Donnelly.




(Signature of notarial officer)
Naomi Altm
Printed name and title of officer
(if not shown in stamp)

WHEN RECORDED MAIL TO:

First Interstate Bank
Missoula Downtown Branch
101 East Front Street
P.O. Box 4667
Missoula, MT 59806-4667

RECORDATION REQUESTED BY:

First Interstate Bank
Missoula Downtown Branch
101 East Front Street
P.O. Box 4667
Missoula, MT 59806-4667

FOR RECORDER'S USE ONLY



MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 11, 2022, is made and executed between Rebecca Donnelly, whose address is 1920 Altura Drive, Missoula, MT 59802 ("Grantor") and First Interstate Bank, whose address is Missoula Downtown Branch, 101 East Front Street, P.O. Box 4667, Missoula, MT 59806-4667 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 31, 2021 (the "Deed of Trust") which has been recorded in Missoula County, State of Montana, as follows:

Recorded March 31, 2021 as Instrument #202108375 B: 1052 P: 1105 in Missoula County, Montana.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Missoula County, State of Montana:

Certificate of Survey No. 282, the same being a tract of land located in the NE1/4 of Section 5, Township 12 North, Range 19 West, P.M.M., Missoula County, Montana

The Real Property or its address is commonly known as NHN Simons Drive, Missoula, MT 59803.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Extend maturity date to July 26, 2023.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

ILLEGAL ACTIVITY/FORFEITURE. Grantor represents and warrants to Lender that: (a) No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity (whether under local, state or federal law) and to the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana), and (b) There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under this Agreement, the Note, the Security Instrument or the other Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture. Borrower also hereby covenants and agrees that it shall not commit, permit or suffer to exist any illegal activities or activities relating to

**MODIFICATION OF DEED OF TRUST
(Continued)**

controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana).

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 11, 2022.

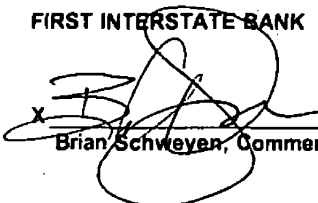
GRANTOR:

X 

Rebecca Donnelly

LENDER:

FIRST INTERSTATE BANK

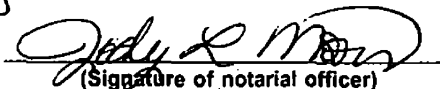
X 

Brian Schweyer, Commercial Relationship Manager II


INDIVIDUAL ACKNOWLEDGMENT

STATE OF Montana)
) SS
COUNTY OF Missoula)

This record was acknowledged before me on July 11, 2022 by Rebecca Donnelly.



(Signature of notarial officer)

 JODY L. MOORS
NOTARY PUBLIC for the
State of Montana
Residing at Lolo, Montana
My Commission Expires
October 09, 2025

Printed name and title of officer
(if not shown in stamp)

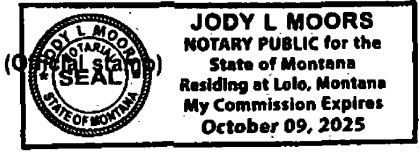
**MODIFICATION OF DEED OF TRUST
(Continued)**

LENDER ACKNOWLEDGMENT

STATE OF Montana)
) SS
COUNTY OF Missoula)

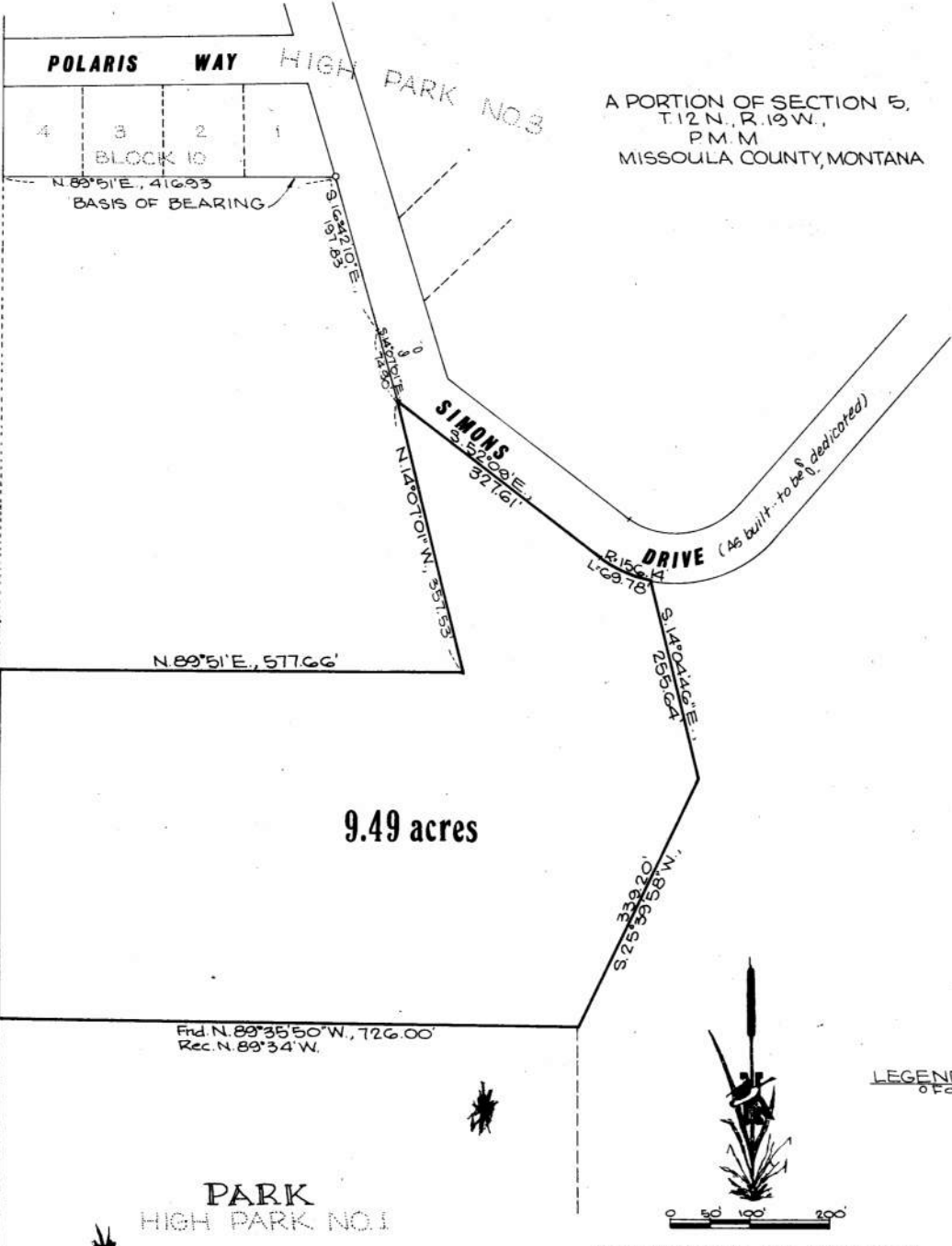
This record was acknowledged before me on July 11, 2022 by Brian Schweyen as Commercial Relationship Manager II of First Interstate Bank.

Jody L Moors
(Signature of notarial officer)



Printed name and title of officer
(if not shown in stamp)

282



A PORTION OF SECTION 5,
T. 12 N., R. 19 W.,
P. M. M.
MISSOULA COUNTY, MONTANA

LEGAL DESCRIPTION

A tract of land located in and being a portion of the Northeast one-quarter (NE1/4) of Section 5, Township 12 North, Range 19 West, Principal Meridian Montana, Missoula County, Montana and being more particularly described as follows:

Beginning at the Southwest corner of Lot 4, Block 10 of High Park Number 3, a dedicated subdivision of Missoula County, Montana; thence N. 89° 51' E., along the Southerly boundary of said Block 10 a distance of 416.93 feet to the Southeastly right-of-way of Simons Drive; thence the following four (4) courses along the Southeastly right-of-way of Simons Drive (as built but not yet dedicated to the public): S. 16° 42' 10" E., 197.83 feet; thence S. 14° 07' 01" E., 74.90 feet to the true point of beginning; thence continuing along the Southeastly right-of-way of Simons Drive (as built) and running S. 52° 09' E., 327.61 feet to a point on a tangent curve; thence Southeastly along said tangent curve being concave to the Northeast and having a radius of 136.14 feet a distance of 69.78 feet to a point on a non-tangent line; thence leaving the Southeastly right-of-way of Simons Drive (as built) and running along said non-tangent line S. 14° 04' 46" E., a distance of 255.64 feet; thence S. 25° 39' 58" W., 339.20 feet to the Northeast corner of the 10.00 acre park as dedicated in High Park Number 1, a dedicated subdivision of Missoula County, Montana; thence N. 89° 35' 50" W., along the Northerly boundary of said park a distance of 726.00 feet to a point on the line indicated to be the North-South mid-section line of said Section 5 on the official plats of High Park Number 1 and High Park Number 3, as surveyed by Paul L. Vick; thence N. 00° 09' W., along said indicated mid-section line a distance of 430.68 feet; thence N. 89° 51' E., 577.66 feet; thence N. 14° 07' 01" W., 357.53 feet to the true point of beginning, containing 9.49 acres and all according to the attached plat.

CERTIFICATE OF SURVEY

I hereby certify that the above described plat is a true representation of a survey made under my supervision during the month of June, 1927.

Richard A. Almswirth, 25233
Registered Land Surveyor
Montana Registration No. 19440

North-South mid-section line from High Park No. 1 and High Park No. 3, by Paul L. Vick.

N. 00° 09' W., 430.68'

N. 89° 51' E., 577.66'

Prod. N. 89° 35' 50" W., 726.00'
Rec. N. 89° 34' W.

CERTIFICATE OF SURVEY
To create one tract of land.

BASIS OF BEARING
South Bdy. line of Block 10,
High Park No. 3

Almswirth & Associates
PROFESSIONAL LAND SURVEYORS & LAND PLANNERS

1/4	SEC.	T.	R.
<input checked="" type="checkbox"/>	5	12N	19W
<input type="checkbox"/>			
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347413

I received and filed this Instrument for record on the 16th day of July, 1927, at 8:25 o'clock P. M., permanent files of Missoula County, State of Montana.

Witness my hand:
Dorothy L. Head, County Recorder
By Paul L. Vick, Deputy
Fee \$ 1.50

CERTIFICATE OF SURVEY
NUMBER: 282
MISSOULA COUNTY, MONTANA

WHEN RECORDED RETURN TO:

Name: Rebecca Donnelly
Address: 231 E. Alder Unit B
Missoula, MT 59802
File No.: STM-89515

Tax ID# 267253

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is acknowledged the undersigned, WSB, a partnership, whose address is PO Box 9199, Missoula, MT 59807, GRANTOR(S) do/does hereby grant, bargain, sell and convey unto:

Rebecca Donnelly
231 E. Alder, Unit B
Missoula MT 59802

GRANTEE(S), his/her/their heirs and assigns, the following described premises in Missoula County and State of Montana:

Certificate of Survey No. 282, the same being a tract of land located in the NE¼ of Section 5, Township 12 North, Range 19 West, P.M.M., Missoula County, Montana.

TO HAVE AND TO HOLD the said premises, with its appurtenances and easements apparent or of record, unto the said GRANTEE(S), his/her/their heirs and assigns, forever. And the said GRANTOR(S) do/does hereby covenant to and with the said GRANTEE(S), that the GRANTOR(S) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except for current years taxes, levies, and assessments and except U.S. Patent reservations, restriction, easements of record, and easements visible upon the premises, and the GRANTOR(S) will warrant and defend the same from all lawful claims whatsoever.

SUBJECT TO:

- A. All reservations, exceptions, covenants, conditions and restrictions of record and in patents from the United States or the State of Montana;
- B. All existing easements, rights of way and restrictions apparent or of record;
- C. Taxes and assessments for the current year and subsequent years;
- D. All prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons; and
- E. Building, use, zoning, sanitary, and environmental restrictions.

GRANTOR(S) covenant with GRANTEE(S) that GRANTOR(S) are now seized in fee simple absolute of said premises; that GRANTOR(S) have full power to convey same; that the same is free from all encumbrances excepting those set forth above; that GRANTEE(S) shall enjoy the same without any lawful disturbance; that GRANTOR(S) will, on demand, execute and deliver to GRANTEE(S), at the expense of GRANTORS, any further assurance of the same that may be reasonably required; and, with the exceptions set forth above, that GRANTOR(S) warrant to GRANTEE(S) and will defend for him/her all the said premises against every person lawfully claiming all or any interest in same.

DATED this 25 day of March, 2021.

WSB, A PARTNERSHIP

Thomas H. Boone
By: Thomas H. Boone, Managing Partner

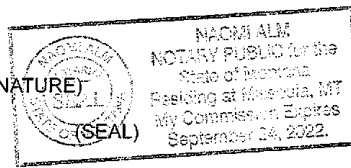
State of Montana
County of Missoula

On this 31 day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas H. Boone, Managing Partner of WSB, a partnership, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

nae
Printed Name: _____
Notary Public in and for the State of Montana
Residing at _____
My commission expires: _____

(SIGNATURE)



BOOK 595 PAGE 1062

QUITCLAIM DEED

4/20

For value received, DORA DAILEY WOOD of 1700 Arthur Avenue, Missoula, Montana 59801, the Grantor, does hereby quitclaim unto WSB, a partnership of P.O. Box 9199, Missoula, Montana 59807-9199, the Grantee, the following described real property in Missoula County, Montana, to wit:

Certificate of Survey No. 282, the same being a tract of land located in the NE 1/4 of Section 5, Township 12 North, Range 19 West, P.M.M., Missoula County, Montana.

Rec. Ref.: Book 121 of Micro Page 1047.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever.

DATED this 9 day of September, 1999.

Dora Dailey Wood
DORA DAILEY WOOD

'99 SEP 10 PM3:42

STATE OF MONTANA)
: ss.
County of Missoula)



This instrument was acknowledged before me on September 9, 1999, by DORA

Angela M. Bumpkin
NOTARY PUBLIC FOR THE STATE OF MONTANA
Residing at Missoula, Montana.
My Commission Expires: 6/2/2000

QUITCLAIM DEED
F:\docs\thbl\00023677.WPD

Page 1

199924806

I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 10 DAY OF Sep 19 1999 AT 3:42 O'CLOCK P.M. AND IT IS RECORDED IN VOL 595 OF MICRO RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 1062 FEE PAID CK
RETURN TO ADDRESS MISSOURI, MISSOULA, MONTANA BY MISSOURI COUNTY RECORDER
ADDRESS POONE, KARLBERG & HADDON BY J. W. HEDDERLEY DEPUTY DOC. REC.
MISSOULA, MT

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIGH PARK VIEWS SUBDIVISION

This Declaration is made this _____ day of _____, _____ by Rebecca Donnelly,
1920 Altura Dr., Missoula, MT 59802 provides as follows:

RECITALS

- A. ("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:

LEGAL DESCRIPTION

A TRACT OF LAND, CERTIFICATE OF SURVEY NO. 282, LOCATED IN THE
NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 5, TOWNSHIP 12 NORTH, RANGE 19
WEST, PRINCIPAL MERIDIAN MONTANA, MISSOULA COUNTY, MONTANA.,
CONTAINING +/- 9.58 ACRES.

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

HIGH PARK VIEWS 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 Rebecca Donnelly and 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. Any open space lots set aside as common area rather than dedicated to public use may not experience a change *or* use without approval of the City Council.

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.

6. Homeowners’ Association. “The Association” shall mean and refer to the voting body of members, comprised of Lot Owners, established by the Declarant for sole purpose of protecting the value and desirability of the Property and the Lots, to further a plan for the improvement, sale, and ownership of the Lots for the mutual benefit of future owners, to create a harmonious and attractive development conducive to residential uses of property, and to promote and safeguard the health, comfort, safety, convenience, and welfare of future owners. The Association shall have members, articles, and bylaws. The Association shall at all times be subject to the following covenants, conditions and restrictions:

- i. The Association will be formed before any property is sold;
- ii. Membership is mandatory for each property buyer and any subsequent buyer;
- iii. The Association is responsible for liability insurance, local taxes, and the maintenance of recreational and other facilities.
- iv. Property owners must pay their pro—rata share of association costs and that assessment charged by the Association can become a lien on the property. The association may adjust the assessment to meet changed needs;
- v. The Association shall have a regular maintenance program for private roads, parks, trails, buildings, drainage facilities, and other mutually controlled facilities, as applicable. Providing regular, year-round, and continuing maintenance, and snow removal as applicable to all common areas and stormwater facilities to ensure continued residential and utility servicer access. Common Areas include the large area of open space for the use and benefit of residents within the High Park Views Subdivision.
- vi. Prior to final plat approval, the Association articles of incorporation, bylaws, covenants, and restrictions must be prepared or reviewed by an attorney licensed to practice law in the State of Montana in order that applicable Association requirements are met.
- vii. The Association shall have means of enforcement and means of receiving and processing complaints.
- viii. The permission of the Missoula City Council shall be required before the Association can be dissolved or the restrictions modified. The established restrictions on open space and common areas shall be perpetual and shall run with the land.

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. All architectural restrictions will adhere to both building and fire code for the City of Missoula.

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.

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. Pedestrian Access Easements are dedicated as shown on the subdivision plat and encompasses the entire Common Area Lot. The lot owners of this Subdivision are responsible for maintaining common area/public pedestrian access easement until the City is able to construct and maintain a pedestrian trail which may not be changed or deleted without governing body approval. 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. Maintenance of the Common Area Lot shall include landscaping maintenance (mowing, trimming, and irrigation), and noxious weed control.

Use and Maintenance of Pedestrian Access Easement and Trail. The trail design and construction shall be the responsibility of the City of Missoula. Once the trail is established within the common area/public pedestrian access easements, maintenance shall be the responsibility of the City of Missoula. Until that time, the entire area will be the responsibility of 'The Association' for the use and benefit of the owners and the public. Maintenance activities shall include landscaping maintenance (mowing, trimming, and irrigation), and noxious weed control. The Homeowners' Association may include such maintenance and upkeep costs in its Annual Assessment or may levy a Special Assessment.

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. The stormwater drainage facilities intended to capture and channel stormwater runoff are the responsibility of the Association. 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.

11. Stormwater Facilities. The development includes stormwater collection system, and all maintenance of system will be the responsibility of the 'The Association'. 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. Additionally, the use of individual dry wells or infiltration basins are prohibited.

12. Boundary Control Monuments. The Declarant has caused survey monuments to be placed on the comers 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. SID/RSID. Acceptance of a deed for a lot within this subdivision shall constitute the assent of the owners to any future SID/RSID, based on benefit, for the upgrading of High Park Views, including but not limited to paving, curbs, and gutters, non-motorized facilities, street widening, and drainage facilities, and may be used in lieu of their signatures on a SID/RSID petition.

20. Geological/Hydrological Engineering Report. Prior to the issuance of any building permit for the construction or development of each lot a site-specific geotechnical investigation and grading and drainage plan are required to be reviewed and approved by city engineering.

- i. Soils and Site Considerations. Specific, unique soil and/or site considerations need to be addressed in the design of each proposed structure and must be evaluated prior to grading or earthwork for each Lot. Each residential site must be graded during construction to limit ponding. All lots are required to discharge into the stormwater system present in the subdivision. The City Building Official and the City Engineer shall review the site and structural development for

compliance with the required conditions of each lots completed Geological/Hydrological Engineering Report to determine siting and construction of the individual homes on each lot prior to the issuance of a building permit.

- ii. Seeps and Springs. The site-specific geotechnical investigations are necessary as some locations within this subdivision have the potential to encounter perched groundwater zones that may develop into springs upon excavation. If a spring is encountered, it is to be developed and routed away from the building sites. Please see the preliminary Grading, Drainage, and Engineering Design Report and Geotechnical Report of specifics on development and mitigation.
- iii. Building Permits. The application for a building permit (both principle and accessory uses) on individual lots shall be accompanied by a letter report from a registered qualified engineer, geological engineer, that contains at minimum the following:
 - a. Findings from on-site excavations and soils review by the licensed engineer.
 - b. Identification of any specific or unique soil or site consideration that needs to be addressed in the design of the proposed structure.
 - c. Recommendations on the bearing capacities of the soils for, footings and foundation wall design appropriate for the site and the proposed structures.
 - d. The City Building Official and the City Engineer shall review the site and structural development plans for compliance with the required report to determine the siting and construction of the individual homes on the individual lots prior to the issuance of a building permit.

21. 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.

22. 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 Weed Management and Revegetation Plan within Exhibit A. 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 Exhibit A. This provision may not be amended or deleted without governing body approval.

23. Air Stagnation Zone: Property is within the Air Stagnation Zone. All driveway approaches will be constructed and paved as a mitigation effort. The Missoula City-County Air Pollution Control Program regulations prohibit the installation of wood-burning stoves or fireplaces. Pellet stoves meeting emission requirements or natural gas/propane fireplaces may be installed upon review and receipt of an installation permit from Missoula County Public Works.

24. 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.

25. 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.

26. 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 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.

27. Wildland Urban Interface: “The property owner shall create a defensible space for fire protection purposes as approved by the City Fire Chief. 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. 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 Vegetation Reduction Guidelines in the next section. 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	Spread Index
Class A	<ul style="list-style-type: none"> – Slate – Rock Shingle – Concrete Tile 	0-25
Class B	Fiberglass-based: <ul style="list-style-type: none"> – Asphalt Shingle – Rolled Roofing – Aluminum Shingle – Aluminum or Steel Panels 	26-75

28. Riparian Buffer Zone. All lot owners shall be subject to and must abide by the Riparian Resource Management Plan.

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. Sections of the Development Covenants regarding common area maintenance, Riparian Resource Management Plan, Soil and Foundation, High Groundwater Mitigation, wood burning devices, weed control, radon mitigation, water rights, SID/RSID, and fire protection may not be amended or deleted without written approval by the governing body.

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.

OWNER

Rebecca Donnelly

STATE OF _____

ss)

County of _____

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, as _____ of Rebecca Donnelly.

(SEAL)

SS _____

Exhibit A
Weed Management and Revegetation Plan

WEED MANAGEMENT AND REVEGETATION PLAN **FOR** **HIGH PARK VIEWS SUBDIVISION**

1. Introduction

High Park Views Subdivision is a major subdivision which proposes 13 residential lots, a common area and a parkland dedication. The property is located directly adjacent to the north of High Park (City of Missoula), where Landon's Way dead-ends, and immediately adjacent to the southwest of Simons Drive. The site is open space and currently undeveloped. The proposed lots intend to be connected to the City of Missoula water and sewer systems. This Weed Management and Vegetation Management Plan will be added as Exhibit A to the Covenants, Conditions, and Restrictions for the High Park Views Subdivision.

2. Current Condition and Organization of the Site

The easternmost portion of the proposed property is both densely wooded and contains steep slopes, rendering it undevelopable. A public parkland dedication is proposed of 0.83 Acres along the eastern property line which will be dedicated and maintained by the City of Missoula. The proposed Common Area is planned to be deeded to a Homeowner's Association. The proposed common areas will be covered with a seed mix of Red Fescue and Perennial Rye Grass and irrigated.

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, mowing and hand pulling is recommended for the noxious weeds. Spot applications of Milestone at 6oz/acre will be used for Musk Thistle and Canada Thistle. A full list of control options is listed below in Section 5.

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 Red Fescue and Perennial Rye Grass. 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 the seed mix planted.
- 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.

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 flowering and setting seed below the blades of the mower. Mowing should occur during the bud stage 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 product labels and read them carefully to ensure correct species/land management usage and chemical application.

Herbicides 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 waters 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 waters 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. That being said, any measures that the current landowner can take to reduce the spread of noxious weeds such as regular mowing or hand pulling would ultimately reduce the required controls in the future. Revegetation will be done by using Red Fescue and Perennial Rye Grass applied at 10 pounds per 1000 square feet.

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.

Layne Von Lanken

Signature

5/22/2023

Date



HIGH PARK VIEWS SUBDIVISION

RIPARIAN RESOURCES MANAGEMENT PLAN

Rebecca Donnelly, Missoula County, Montana

IMEG #22002615.00

Prepared: June 1, 2023

Amended: December 7, 2023 & February 26, 2024

Riparian Resource Area Management Plan for the High Park Views Subdivision

A tract of land, Certificate Of Survey No. 282, located in the Northeast One-Quarter (NE1/4) of Section 5,
Township 12 North, Range 19 West, Principal Meridian Montana, Missoula County, Montana.,
Containing +/- 9.58 Acres, more or less.

INTRODUCTION:

High Park Views Subdivision is a major subdivision which proposes 13 residential lots intended for single family homes that will include both a Parkland Dedication and Common Area. The property is generally located south of Polaris Way and Simons Drive and is accessible via Landon's Way, where it dead ends at the northwest corner of High Park. Landon's Way will be extended to provide access to twelve proposed lots and one shared driveway is proposed off of Simons Drive to serve Lot 13 and the existing home at 503 Simons Drive. The 9.58 acre property is vacant land and does not contain improvements. Both a common area and parkland dedication are proposed.

PURPOSE & INTENT:

The attached Riparian Resource Area Management Plan Exhibit depicts locations within the High Park Views Subdivision that meet the criteria for designation as an "area of riparian resource" per Article 3-130 of the City of Missoula Subdivision Regulations. These riparian areas are a resource to be protected and preserved for quality of vegetation, water, wildlife, and aquatic habitat. Riparian areas require minimal disturbance for maintenance of important functions. Those functions can include: songbird nesting, erosion protection provided by the native woody plant root systems, stream productivity from deciduous leaf fall into the water, fish habitat as overhead cover over the water, as well as shading of streamside areas to maintain cool water temperatures and many other functions.

The High Park Views Subdivision shall include proper management of the riparian resources within the delineated Riparian Resource Area as indicated in this management plan. The property's riparian area have been delineated on the Proposed Site Plan Exhibit included within the Supplemental Data Sheets as the portion of man made freshwater pond per the National Wetlands Inventory Riparian Classification Tool and is surrounded by a 10' wide "Riparian Resource Buffer". The following definition and guidelines are mandated to preserve the riparian area:

VEGETATION TYPES & DESCRIPTION:

The existing vegetation within the riparian area consists of riparian type trees, shrubs, and grasses to include alders, dogwood, aspens, willows, spruce, and cottonwood (see the Proposed Site Plan Exhibit) for the location of the Riparian Resource Buffer which is intended to protect the vegetation species. The vegetation could provide cover for deer and many kinds of smaller mammals, birds, and pheasants. The previously described vegetation contributes to bank stabilization to the existing pond. The locations and approximate quantities of the existing vegetation have been reflected on the Riparian Resource Area Management Plan Exhibit included herein.

Definition(s):

"Riparian Resource"

A stream, wet meadow, woody draw, wetland or other body of water and land containing any of the habitat or community types listed in Exhibit 1. An irrigation ditch that does not lie within a floodplain, and measures less than 3 feet in width at its widest point on the subject property, as measured from the high watermark of the ditch, is not considered a riparian resource for the purpose of these subdivision regulations

"Riparian Resource Buffer"

An area of varying width extending from the edge of a delineated riparian resource, where development may have a negative impact on wildlife habitat, water quality and quantity, fish, or other aquatic resources.

The Riparian Resource Buffer shall include the prohibition of all buildings, structures, fences (except for wildlife friendly fencing), roads, motorized vehicle access, and/or drainage facilities installation, maintenance and/or repairs, parking, storage, livestock grazing or watering, or any other development. It shall also prohibit any mining, or filling with substances such as gravel, soil, slash, or other debris.

See the Proposed Site Plan Exhibit for the delineation of the buffer boundaries and the location of adjacent Riparian Resource Areas.

MITIGATION OF ADVERSE IMPACTS:

A. Proposed access to or through the area:

Vehicular access is not permitted through the "Riparian Resource Buffer" nor will any construction activity associated with this subdivision alter, damage, or negatively impact any of the existing Adjacent Riparian Resource Areas to the east of the subject property.

B. Proposed low-impact use of the area:

No improvements will be permitted to be placed or constructed in the "Riparian Resource Buffer". Low-impact pedestrian access is permitted in the parkland which encapsulates the Riparian Resource Area associated with the freshwater manmade pond.

C. Planned restoration of the area with native species:

No alteration or removal of riparian vegetation dead or alive, particularly shrubs and trees is permitted. Exceptions include: the proper use of chemical or other methods of control for noxious weeds is permitted and the removal or trimming of vegetation that is potentially dangerous to humans. Native vegetation should remain as ground cover in all Riparian Resource Areas and within the "Riparian Resource Buffer"; as this avoids the use of fertilizers that contribute to water quality problems. Any planting in the "Riparian Resource Buffer" zone shall be native vegetation which enhances the riparian area and aids in maintaining its natural state.

D. Planned mitigation of impacts from all proposed uses:

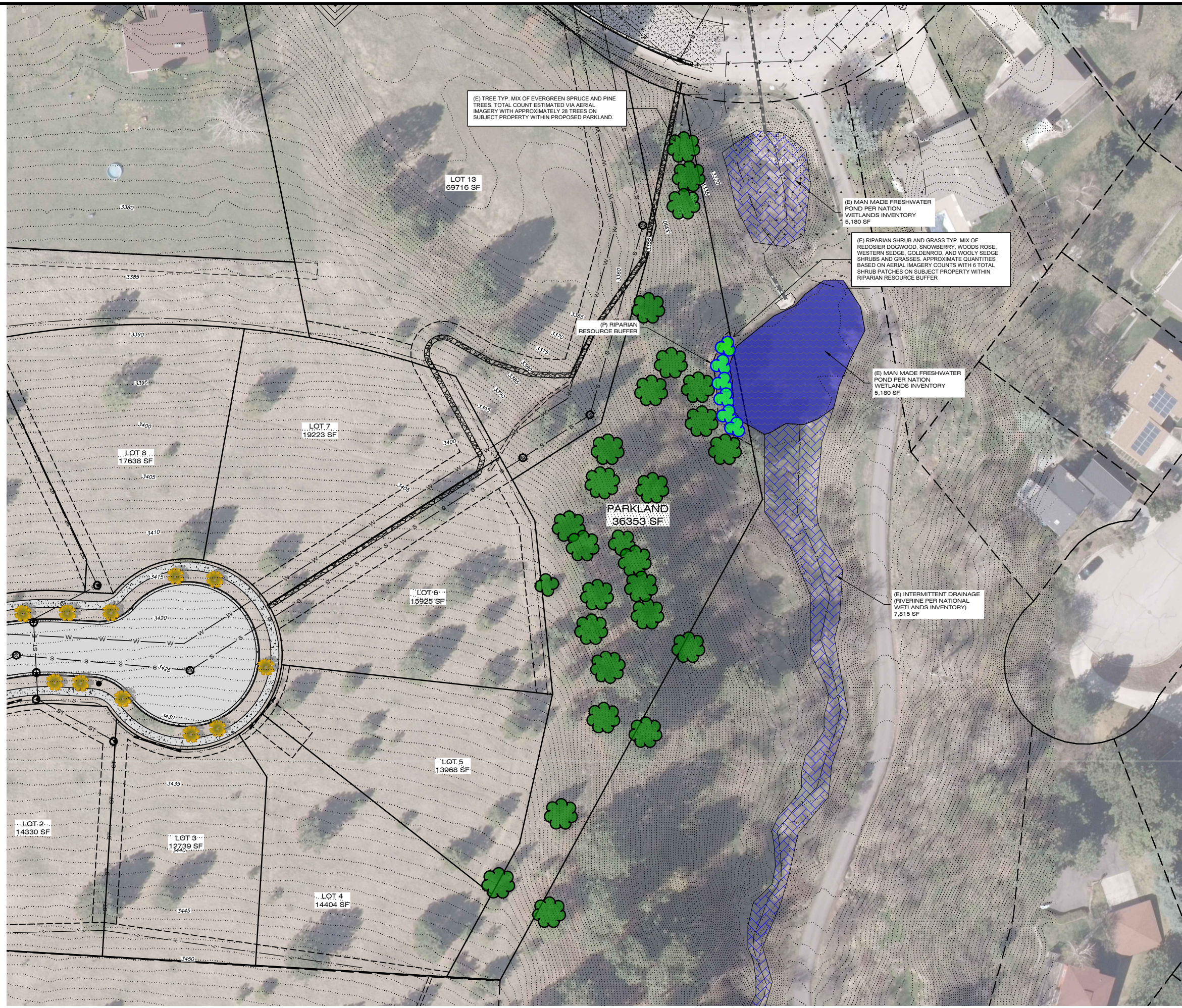
All improvements or alterations associated with the proposed subdivision shall be done with minimum disturbance near the Riparian Resource Areas to ensure no degradation of Riparian Resources. Erosion and sediment controlling measures shall be taken during maintenance operations.

MAINTENANCE AND MONITORING:

The open space tract and riparian area will be dedicated to the public and maintained by the City of Missoula Parks and Recreation Department. Maintenance activities during the time of construction include:

1. Inspection after a Storm Event: Visually inspect the riparian area after a major storm event to identify erosion issues. Identify if silt fences or fiber rolls are needed.
2. During Construction: The contractor shall be familiar with all requirements of the Storm Water Pollution Prevention Plan (SWPP) and necessary DEQ permitting. This may include protecting adjacent properties and the parkland area through the use of silt fences, hay bales or other erosion prevention measures selected by the contractor.

3. Weed Control: A combination of herbicide treatments, mowing, and hand pulling is recommended for the noxious weeds. 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.
4. Revegetation: Re-establish vegetation in disturbed areas as soon as possible to minimize erosion, decrease competition from weeds and improve survival of the seed mix planted. Bare soils within some areas of parkland area will be covered with a seed mix of Red Fescue and Perennial Rye Grass if present. Dead or eroded plants, found within the riparian resource area, should be replaced with similar plants. Please reference the Vegetation Types & Description section provided above herein.



(E) TREE TYP. MIX OF EVERGREEN SPRUCE AND PINE TREES. TOTAL COUNT ESTIMATED VIA AERIAL IMAGERY WITH APPROXIMATELY 28 TREES ON SUBJECT PROPERTY WITHIN PROPOSED PARKLAND.

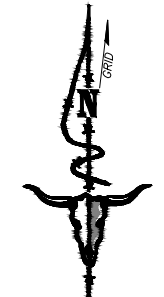
(E) MAN MADE FRESHWATER POND PER NATION WETLANDS INVENTORY 5,180 SF

(E) RIPARIAN SHRUB AND GRASS TYP. MIX OF REDOSIER DOGWOOD, SNOWBERRY, WOODS ROSE, WESTERN SEDGE, GOLDENROD, AND WOOLY SEDGE SHRUBS AND GRASSES. APPROXIMATE QUANTITIES BASED ON AERIAL IMAGERY COUNTS WITH 6 TOTAL SHRUB PATCHES ON SUBJECT PROPERTY WITHIN RIPARIAN RESOURCE BUFFER

(E) MAN MADE FRESHWATER POND PER NATION WETLANDS INVENTORY 5,180 SF

(E) INTERMITTENT DRAINAGE (RIVERINE PER NATIONAL WETLANDS INVENTORY) 7,815 SF

- LEGEND**
- (E) PROPERTY BOUNDARY
 - (E) ADJACENT PROPERTY BOUNDARY
 - (E) EASEMENT
 - (E) NATURE TRAIL TO REMAIN
 - (E) WATER LINE
 - (E) OVERHEAD UTILITY
 - (E) BURIED POWER
 - (E) GAS LINE
 - (E) TELEPHONE LINE
 - (E) FENCE LINE
 - (E) STREAM
 - (E) MAJOR CONTOUR
 - (E) MINOR CONTOUR
 - (E) ASPHALT
 - (E) GRAVEL
 - (E) CONCRETE
 - (E) SEWER MANHOLE
 - (E) STORM DRAIN MANHOLE
 - (E) TELEPHONE JUNCTION BOX
 - (E) TELEVISION JUNCTION BOX
 - (E) ELECTRICAL TRANSFORMER
 - (E) POWER POLE
 - (E) GUY WIRE
 - (E) LIGHT POLE
 - (E) SIGN
 - (E) MAILBOX
 - (P) PROPERTY LINE
 - (P) EASEMENT
 - (W) WATER LINE
 - (WS) WATER SERVICE
 - (S) SEWER LINE
 - (SS) SEWER SERVICE
 - (P) DITCH
 - (P) MAJOR CONTOUR
 - (P) MINOR CONTOUR
 - (P) ASPHALT
 - (P) GRAVEL
 - (P) CONCRETE
 - (P) SEWER MANHOLE
 - (P) FIRE HYDRANT
 - (P) CURB INLET
 - (P) CATCH BASIN
 - (P.A.E.) PEDESTRIAN ACCESS EASEMENT
 - (U.E.) UTILITY EASEMENT



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

VERTICAL DATUM
NAVD88

DATE	
REVISIONS	

DESIGNED: *DD*
DRAFTED: *BRB*
CHECKED: *JD*
DATE: *JUNE, 2023*

LOCATION: 503 SIMONS DRIVE
NE 1/4 OF SECTION 5
T.12N., R.19W., P.M.M.
MISSOULA COUNTY

PREPARED FOR: REBECCA DONNELLY

PROJECT NAME: HIGH PARK VIEWS
SUBDIVISION

SHEET TITLE: SUPPLEMENTAL DATA SHEET
RIPARIAN RESOURCE PLAN

PROJECT NO. 22002615
SHEET: 1 OF 1

PRELIMINARY

DRAWN LOCATION: W:\PROJECTS\2022\22002615\503SIMONS\CALC\CAD\A\BRIP20230615_15RIPR.DWG