

# MCNETT FLATS SUBDIVISION

*Major Subdivision Application*

## Section 4: Proposed Declaration of Covenants

<i>Revision</i>	<i>Date</i>
1 <sup>st</sup> Element Review Copy	August 25, 2020
1 <sup>st</sup> Sufficiency Review Copy	September 1, 2020
2 <sup>nd</sup> Sufficiency Review Copy	October 28, 2020
Governing Body Review	December 4, 2020

405 Third Street NW, Suite 206  
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(406) 761-1955



**WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**

3860 O'Leary Street, Suite A  
Missoula, MT 59808  
(406) 203-0869

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
MCNETT FLATS SUBDIVISION

This declaration, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Tollefson Properties, LLC., a Montana limited liability company of 15311 Tyson Way, Frenchtown, MT 59834, hereinafter called the "Declarant."

**RECITALS**

- A. The undersigned, representing real property situated in Missoula County, Montana, as set forth on the final plat of Mcnett Flats Subdivision as filed in the office of the Missoula County Clerk and Recorder and shown on the attached Exhibit A (the "Subdivision").
- B. Declarant desires to place beneficial covenants, conditions, and restrictions upon the real property within the plat of the Subdivision for the use and benefit of Declarant and for the use, benefit, and protection of the future owners thereof.

**NOW, THEREFORE**, the Declarant hereby declares that all real property within the Subdivision as described above shall be held, conveyed, and sold subject to the following COVENANTS, CONDITIONS, and RESTRICTIONS, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property by providing a reasonably uniform plan for its development as a desirable development. These Covenants, Conditions, and Restrictions shall run with the Real Property and shall be binding upon all the 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.

**ARTICLE I. DEFINITIONS**

- 1. Declarant. "Declarant" shall mean and refer to Tollefson Properties, LLC., and successors and assigns if such successors or assigns should acquire a majority of the undeveloped Lots from the Declarant for the purpose of development. The conveyance of a single Lot shall not be deemed a transfer of any Declarant or development rights identified herein, and certain rights or privileges may be reserved to Declarant and not to all Owners.

2. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, including subsequent amendments as provided for herein.
3. Lot. "Lot" shall mean and refer to any plot of land designated as a Lot on the face of the recorded plat for Mcnett Flats, and exclusive of any common area or roadway as depicted on said plat.
4. Owner. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of any Lot which is part of the plat, including buyers under a contract for deed, but excluding those having such interest as merely security for the performance of an obligation.
5. Real Property. "Real Property" shall mean and refer to that certain Real Property described in the Recitals, above, and commonly known as the plat of Mcnett Flats.

## ARTICLE II. PROTECTIVE COVENANTS

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

Section 1. Land Use and Building Types. All lots may be used for any purpose consistent with the City of Missoula Zoning Regulations as such may be amended from time to time.

Section 2. Temporary Structures. No mobile homes shall be placed on any Lot. No temporary or mobile structure including, but not limited to, trailers, mobile homes, recreational vehicles, motor homes, campers, boats, basements, tents, shacks, garages, barns, or auxiliary buildings may be used at any time as a residence, either temporarily or permanently, except during construction.

Section 3. Lighting. All exterior lighting shall meet City of Missoula standards.

Section 4. Weed Control. Lot Owners shall revegetate any ground disturbances created by construction or maintenance activities with beneficial species at the earliest appropriate opportunity after construction or maintenance is completed. Owners shall maintain their Lots in compliance with the Montana Noxious Weed Control Act and the Missoula County Noxious Weed Management Plan. The Declarant is responsible for weed management on all undeveloped Lots until transfer to Owners.

Section 5. Utilities. All utilities shall be installed underground to the fullest extent possible.

Section 6. Easements. Easements for installation and maintenance of utilities and roadways are reserved as shown on the final plat. No building or structure shall be erected, placed, or permitted to remain on such easements.

Section 7. Animals. Only domestic pets such as dogs and cats shall be permitted on the Lots. All animals shall be kept within the Owner's Lot unless leashed or otherwise under the immediate control of the owner. No cows, pigs, chickens, sheep, goats, or other livestock shall be permitted on the Lots.

Section 8. Garbage. No Lot shall be used 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 weekly basis.

Section 9. Exterior Maintenance. Each Owner shall provide exterior Lot and structure maintenance. Maintenance shall include painting and repairing the structures and caring for the Lot and landscaping to preclude noxious weeds.

Section 10. Junk Vehicles. Motor vehicles unable to move under their own power shall not be left on any Lot, driveway, or roadway for more than seventy-two hours.

Section 11. Radon Mitigation. The EPA has designated Missoula County as having a high radon gas potential (Zone 1). Therefore, the Missoula City-County Health Department recommends that all new construction incorporate radon resistant construction features.

Section 12. Wildlife. Homeowners and residents must accept the responsibility of living with wildlife (LWW) and must be responsible for protecting their vegetation from damage, confining their pets, and properly storing garbage, pet food and other potential attractants. Homeowners must be aware of potential problems associated with the possible presence of wildlife such as deer, black bear, mountain lion, coyote, fox, skunk, and raccoon. Contact the Montana Fish, Wildlife & Parks office in Missoula (3201 Spurgin Road, Missoula, MT 59804) for information that can help homeowners "live with wildlife." Alternatively, see FWP's web site at <http://fwp.mt.gov> for LLW information.

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

- a. There is potential for **vegetation damage by wildlife, particularly from deer** feeding on green lawns, gardens, flowers, ornamental shrubs and trees in this subdivision. Landowners should be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation (fencing, netting, repellents) in order to avoid problems.
- b. **Landscaping** comprised of native vegetation is less likely to suffer extensive feeding damage by deer than non-native plants. Planting native flowering plants will benefit pollinating insects, and native shrubs and trees produce favorable food resources and nesting sites for a variety of bird species. Landscape plants can often spread beyond the original planting site, so using native plants also avoids problems with non-native plants spreading in nearby open areas.
- c. **Gardens and fruit trees** can attract wildlife such as deer and bears. Keep produce and fruit picked and off the ground, because ripe and rotting vegetable material can attract bears and skunks. 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.
- d. **Do not feed wildlife** or offer supplements (including salt or mineral blocks), attractants, or bait for deer or other wildlife, including during the winter. Feeding wildlife results in unnatural concentrations of animals that could lead to overuse of vegetation and disease transmission among wildlife. Such actions unnecessarily accustom wild animals to humans, which can be dangerous for both. It is against state law (§ 87-6-216, Montana Code Annotated [MCA]) to purposely or knowingly attract any ungulates (deer, elk, etc.), bears, mountain lions or wild turkeys with supplemental food attractants (any food, garbage, or other attractant for game animals). Also unlawful is purposely or knowingly providing supplemental feed attractants in a manner that results in an artificial concentration of game animals or wild turkeys that may potentially contribute to the transmission of disease or that constitutes a threat to public safety. Finally, homeowners must be aware that deer can attract mountain lions to an area.
- e. **Pets** should be confined to the house, in a fenced yard, or in an outdoor kennel area when not under the immediate control of the owner, and not be allowed to roam as they can chase and/or kill big game and small birds and mammals. Under current state law it is illegal for a person to purposely, knowingly, or negligently permit a dog to chase, stalk, pursue, attack, or kill a hooved game animal, and the owner may be held personally responsible (§ 87-6-404, MCA).

- f. **Pet food** must be stored indoors, in closed sheds or in animal-resistant containers in order to avoid attracting wildlife such as bears, mountain lions, skunks, and raccoons. **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. Consider **boundary fencing** 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 wire or injuring themselves when trying to jump the fence. Contact FWP or see its website for information or a brochure regarding building fence with wildlife in mind.

Section 13. Notice of Adjacent Agricultural Activities. The Mcnett Flats Subdivision is located directly adjacent to an existing agricultural operation. Agricultural practices can sometimes cause some discomfort and inconveniences for neighboring residents. Many practices are a necessary function of certain agricultural operations and are protected when they are in accordance with the law.

Agricultural activities you may experience can include, but are not limited to, the following – noise, odors, fumes, dust, fertilizers, smoke, pesticides, insects, farm personnel and truck traffic, visual impacts, nighttime lighting, operation of machinery, and the storage, warehousing, and processing of agricultural products or other inconveniences or discomforts associated with the protected agricultural operations 24 hours a day.

Section 14. 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 and 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. Water 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: 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	Slate Rock Shingle Concrete Tile	0-25
Class B	Fiberglass-based: -Asphalt Shingle -Rolled Roofing Aluminum Shingle Aluminum or Steel Panels	26-75

Vegetation Reduction Guidelines: Included as an Attachment to this Declaration of Covenants, Conditions, and Restrictions.

Section 15. SID Waiver Statement. Acceptance of a deed for a Lot constitutes the Owner's assent to any future SID, based on benefit, for future improvements and maintenance to Briar Way, Winchester Drive, Remington Drive, Abby Lane, George Elmer Drive, and Old Ranch Road, including, but not limited to, the installation of paving, drainage facilities, curbs and gutters, traffic control devices, motorized and non-motorized facilities, street widening, and all streets within, and providing access to, the Property.

Section 16. Airport Influence/Affected Area. Notice is hereby given that the Property is in the Airport Influence/Affected Area and subject to the requirements of the Airport Influence Area Resolution. The Property may also be within an Extended Approach and Departure Zone for an existing runway or a proposed second runway as shown in the Airport Authority's 2004 Plan and all Owners should be aware of the resultant safety risk. Owners should consult the Airport Layout Plan and any relevant documents to determine the status of the proposed runway location at the time of purchase. The placement and construction of any proposed second runway is subject to prior governmental approval.

Property that is located within the Missoula County Airport Influence/Affected Area is

subject to the requirements of the Missoula County Airport Influence/Affected Area Resolutions. The resolutions that created the Airport Influence Area were adopted by the Board of County Commissioners for Missoula County pursuant to resolution No. 78-96 and amended by Resolution No. 78-187 dated July 5, 1978 and December 6, 1978, respectively, and recorded in Book 121 of Micro Records, page 1391 (Resolution 78-96), Book 135 of Micro Records, page 474 (Amendment by Resolution 78-187) and Book 749 of Micro Records, Page 1077 (Amendment by Resolution 2005-033). The Property is further subject to an Avigation Easement entered between the Declarant and the Missoula County Airport Authority, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and recorded on the records of the Missoula County Clerk and Recorder in Book \_\_\_\_\_, Micro Records at Page \_\_\_\_\_, all of which limit and restrict the rights of the Owners now and into the future.

The limitations and restrictions set out in these documents should be reviewed carefully prior to purchase by all prospective purchasers of Lots. Prospective purchasers and Owners are advised that the operations at the airport may change and/or expand in the future, thereby changing and/or expanding the impacts felt on the portion of the Property subject to the Avigation Easement. Prospective purchasers and Owners are advised and should consider before purchasing a Lot that noise, vibration, dust, fumes, smoke, vapor and other such similar effects from aircraft may occur, which may cause inconvenience or annoyance that may vary from Lot to Lot and that may affect people in different ways or extent. Federal funding for soundproofing, other mitigation of these impacts, or for acquisition of these properties is not available at present, nor in the future.

The provisions of paragraph 3 of the above-described Avigation Easement executed by the Declarant provides for a full waiver and release by each Owner and Declarant of any right or cause of action which it now has or may have in the future against the Missoula County Airport Authority, its successors and assigns, on account of or arising out of such noise, vibration, dust, fumes, smoke, vapor or other similar effects heretofore or hereafter caused by the aircraft in said air space and/or by operations at the Missoula County Airport. The acquisition of a Lot or Lots subject to the Avigation Easement and the aforementioned Resolutions by a prospective purchaser shall constitute an express acknowledgement and agreement by such prospective purchaser, on behalf of himself or herself, and his or her heirs, personal representatives, successors and assigns, that they fully waive and release Declarant and the Missoula County Airport Authority and its successors and assigns, of any right or cause of action which they may have now or in the future, on account of or arising out of such noise, vibration, dust, fumes, smoke, vapor or other similar effects heretofore or hereafter caused by the operation of aircraft in the air space and/or by the operations at



the Missoula County Airport within the Missoula County Airport Influence/Affected Area. This paragraph may not be amended without the written consent of the Missoula County Airport Authority, which consent shall not be unreasonably withheld.

Section 17. Boulevards. It is the duty of the Owner of any Real Property within the city to maintain or cause to be maintained any boulevard that adjoins the Real Property. Maintain shall mean the watering of trees, shrubs, plants, grass, and vegetation within the boulevard, mowing the grass, eliminating the weeds, and complying with the provisions of city ordinances pertaining to the trimming, pruning, or removal of any trees, shrubs, plants or vegetation. Adjoins shall include those areas that are separated by only a sidewalk. It is illegal to degrade a boulevard.

Section 18. Basements and Crawl Spaces. No structures shall be constructed with basements. Structures may include crawl spaces, so long as such crawl spaces do not include any living area.

### ARTICLE III. GENERAL PROVISIONS

#### Section 1. Duration.

The covenants, conditions, charges and restrictions of this Declaration shall run with and bind the land in perpetuity and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, or assigns.

#### Section 2. Enforcement.

These covenants are understood and agreed to be and shall be taken and held for the benefit of all lot owners, be they such now or become such hereafter, and all covenants herein shall attach to the land and run with the title hereto and shall be binding on all lot owners in the said real property.

The Declarant, or any Owner shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, reservations, and charges now or hereafter imposed by the provision of this Declaration. The method of enforcement may include proceedings to enjoin the violation, to recover damages, or both.

Should any lawsuit or other legal proceedings be instituted by the Declarant or Owner against an owner who is alleged to have violated one or more of the provisions of this

Declaration, the party that loses shall pay the attorney's fees and court costs for both the Plaintiff and Defendant.

Failure to enforce any of the restrictions, rights, reservations, limitations, and covenants contained herein shall not in any event be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. All deeds shall be given and accepted upon these expressed understanding that the said real property has been carefully planned as a desirable mixed-use subdivision and to assure owners that under no pretext will there be an abandonment of the original plan to preserve the property as such.

### Section 3. Severability.

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

### Section 4. Amendment.

The covenants, conditions, restrictions, and uses created and established herein may be waived, abandoned, terminated modified, or altered as to the whole of the said real property or any portion thereof with the written consent of the owners of all lots covered by these restrictions. No such waiver abandonment, termination, or modification shall become effective until a proper instrument in writing shall be executed and recorded in the office of the Clerk and Recorder of Missoula County, Montana. Sections of the Development Covenants regarding weed control, radon mitigation, wildlife, Airport Influence Area, Avigation Easement, and Boulevards may not be amended or deleted without written approval by the governing body.

### Section 5. Liability of Declarant.

The relationship between the Declarant and the property owners shall be deemed to be that of independent contractors and not that of principal and agent, partnership, or joint venture. In addition, the Declarant shall have no liability or obligation under this declaration to any person or entity except such liabilities and obligations as the Declarant have expressly assumed herein.

### Section 6. Radon Exposure.

The property Owners understand and accept the potential health risk from radon concentrations, which are presently undetermined at this location. Unacceptable levels of radon can be reduced through building design and abatement techniques incorporated into structures.

IN WITNESS THEREOF, this document has been executed the day and year first above written.

Tollefson Properties, LLC., a Montana limited liability company

By: \_\_\_\_\_  
Nate Tollefson, authorized member

State of \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public for the State of Montana, personally appeared Nate Tollefson, known to me as the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

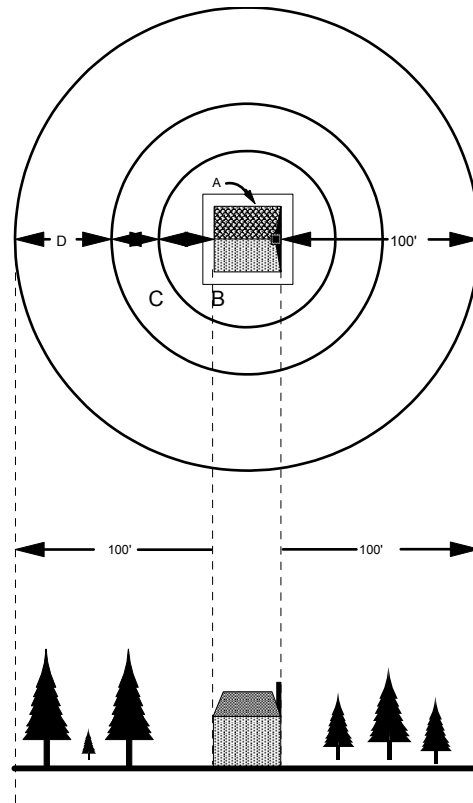
SS \_\_\_\_\_

Notary Public for the State of Montana

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

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



A = THE FIRST THREE (3) FEET OF B

Maintain an area of non-combustible material - flowers, plants, concrete, gravel, mineral soil, etc.

B = TEN (10) FEET

Remove all trees and downed woody fuels.

C = TWENTY (20) FEET

Thin trees to ten (10) feet between crowns.

Prune limbs of all remaining trees to fifteen (15) feet or one-third ( $1/3$ ) the total live crown height, whichever is less.

Maintain surface vegetation at three (3) inches or less.

Remove all downed woody fuels.

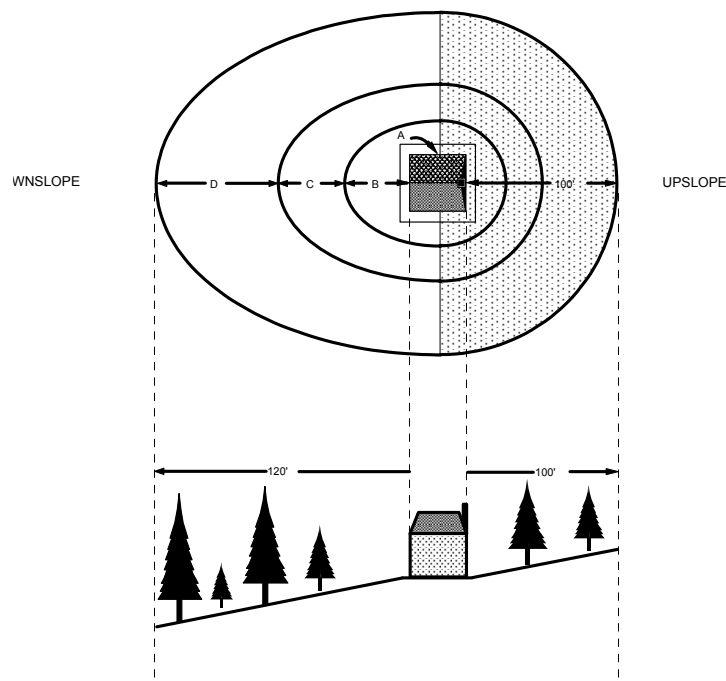
D = SEVENTY (70) FEET

Thin trees to ten (10) feet between crowns.

Prune limbs of all remaining trees to fifteen (15) feet or one-third ( $1/3$ ) the total live crown height, whichever is less.

Remove all downed woody fuels more than three (3) inches in diameter.

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



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

A = THE FIRST THREE (3) FEET OF B

Maintain an area of non-combustible material – flowers, plants, concrete, gravel, mineral soil, etc.

B = FIFTEEN (15) FEET

Remove all trees and downed woody fuels.

C = TWENTY- FIVE (25) FEET

Thin trees to ten (10) feet between crowns.

Prune limbs of all remaining trees to fifteen (15) feet or one-third ( $\frac{1}{3}$ ) the total live crown height, whichever is less.

Maintain surface vegetation at three (3) inches or less.

Remove all downed woody fuels.

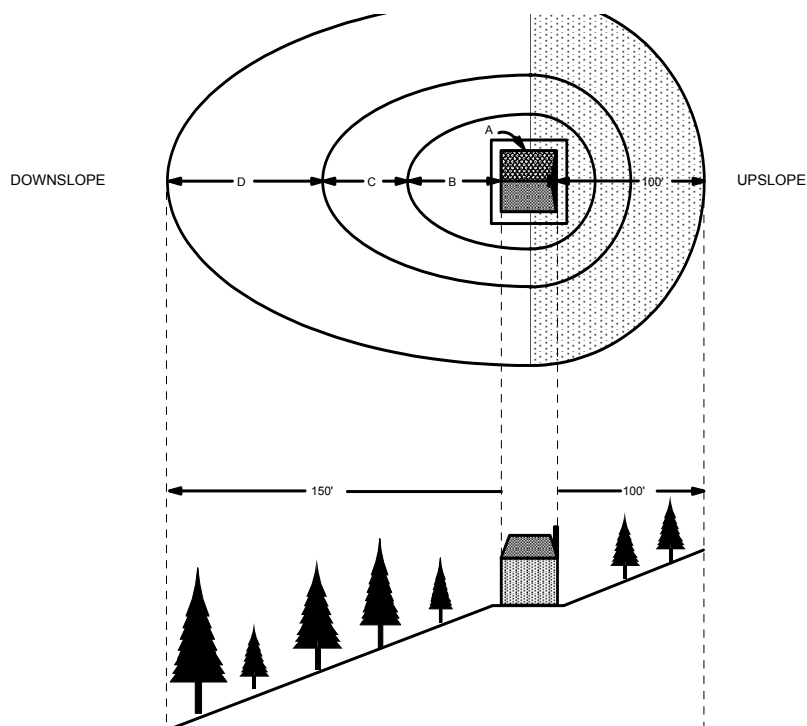
D = EIGHTY (80) FEET

Thin trees to ten (10) feet between crowns.

Prune limbs of all remaining trees to fifteen (15) feet or one-third ( $\frac{1}{3}$ ) the total live crown height, whichever is less.

Remove all downed woody fuels more than three (3) inches in diameter.

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



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

A = THE FIRST THREE (3) FEET OF B

Maintain an area of non-combustible material – flowers, plants, concrete, gravel, mineral soil, etc.

B = TWENTY (20) FEET

Remove all trees and downed woody fuels.

C = THIRTY (30) FEET

Thin trees to ten (10) feet between crowns.

Prune limbs of all remaining trees to fifteen (15) feet or one-third ( $\frac{1}{3}$ ) the total live crown height, whichever is less. Maintain surface vegetation at three (3) inches or less.

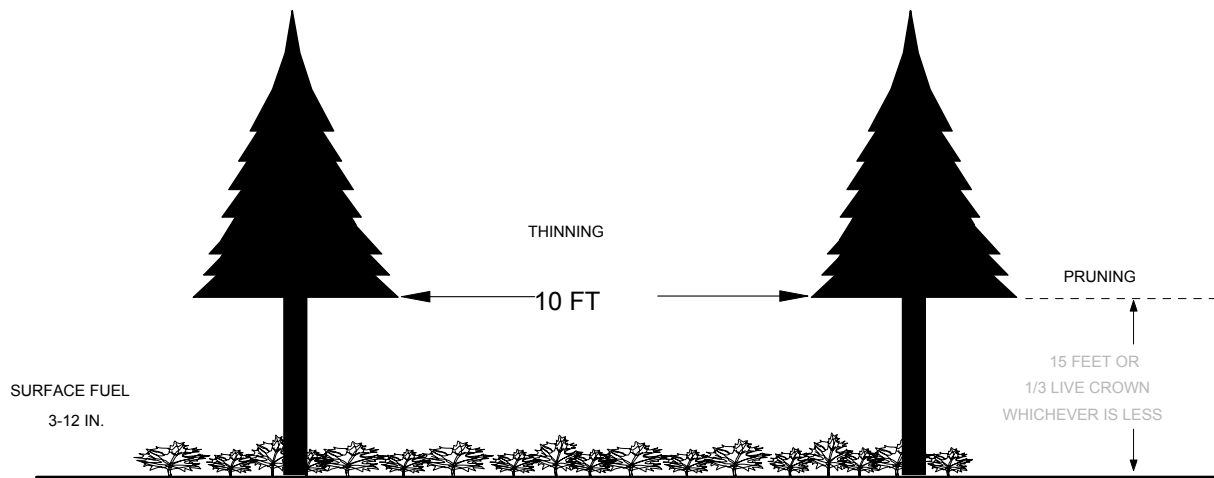
Remove all downed woody fuels.

D = ONE HUNDRED (100) FEET

Thin trees to ten (10) feet between crowns.

Prune limbs of all remaining trees to fifteen (15) feet or one-third ( $\frac{1}{3}$ ) the total live crown height, whichever is less. Remove all downed woody fuels more than three (3) inches in diameter.

## VEGETATION REDUCTION GUIDELINES: THINNING AND PRUNING



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

### A. THINNING

Thin trees to ten (10) feet between crowns.

### B. PRUNING

Prune the limbs of all remaining trees to fifteen (15) feet or one-third (1/3) the total live crown height, whichever is less.

### C. SURFACE VEGETATION

Maintain surface vegetation at three (3) feet to twelve (12) feet as detailed.

AVIGATION EASEMENT

G. Elmer Flynn, Mary Flynn, Frances McQuade, Clarence S. Sinclair Trust and Patricia Sinclair, hereinafter called "Grantors", which shall also mean Grantors and the successors in interest and assigns of Grantors, being the owner of the real property (hereinafter called "Grantors' property") situated in Missoula County, State of Montana, described as follows:

Tracts 4, 5, 6, 7, 8, 9 and 10 of Certificate of Survey No. 3176, located in Section 12, Township 13 North, Range 20 West, Principal Meridian, Montana.

for and in consideration of the sum of One and No/100 Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, hereby grant to the Missoula County Airport Authority ("Authority"),

1. An assignable easement and right-of-way, for the use and benefit of the public, for the free and unobstructed passage of aircraft in, through, and across all of the airspace 70 to 150 feet above grantors' property as more particularly set forth in the exhibits that are attached and commonly known as Exhibit C-1 from the Airport Master Plan dated May 1986 and Part 77, F.A.A. regulations.
2. The right of flight for the passage of aircraft for the use and benefit of the public in the airspace above the Grantors' property, together with the continuing right to cause in said airspace such noise, vibration, dust, fumes, smoke, vapor, and other effects as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in air, using said airspace, or landing at, taking off from, or operating on Missoula International Airport.
3. Grantors' full waiver and release of any right or cause of action which they or any of them now have or may have in the future against the Authority, its successors and assigns, on account of or arising out of such noise, vibration, dust, fumes, smoke, vapor, and other effects heretofore and hereafter caused by the operation of aircraft in said airspace provided, however, the Grantors do not waive or release any right or cause of action as to others which they have, may acquire or which may inure to the benefit of their successors in interest as to noise levels caused by aircraft use as are in excess of Federal Aviation Administration Regulation guidelines.
4. The covenant and agreement that from and after the execution



of this document, Grantors shall not put the Grantors' property to any of the following uses which would:

- (a) Create unreasonable interference with (1) radio communication for aircraft using the airport and (2) electronic navigational aids or devices such as instrument landing systems. Generators, motors, and artificial lighting devices which create excessive static are examples of equipment that can cause interference.
- (b) Create a hazard to flying by materially reducing visibility, such as incinerators, rock crushers, smelters, chemical manufacturing, and similar uses.
- (c) Make it difficult for fliers to distinguish between airport and other navigational lights or markers and other lights; or cause glare to fliers using the airport, such as any arrangement and use of lights which resemble layout or color of a landing area, or search lights or flash-type advertising signs.
- (d) Result in any business, structure, tree, occupation or use which is dangerous or hazardous to the safety of aircraft using Missoula International Airport or to property or persons using Missoula International Airport or flying in the vicinity thereof. Towers, poles, smokestacks, advertising balloons, above-ground bulk storage of petroleum products, and fireworks manufacturing are examples of potentially dangerous uses, structures, and activities.
- (e) Nothing herein shall otherwise restrict or limit the Grantors future use, occupancy or development of the property above described.

It being understood and agreed that the aforesaid covenants, conditions, and restrictions shall run with the land and shall be binding upon the successors and assigns of all of the parties signing below.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year written below.

DATED this 24<sup>th</sup> day of MARCH, 1992.

GRANTORS:

G. Elmer Flynn  
G. Elmer Flynn

Frances McQuade  
Frances McQuade

Mary Flynn  
Mary Flynn

Patricia Sinclair  
Patricia Sinclair, individually  
and Trustee of the Clarence S.  
Sinclair Trust

AUTHORITY:

MISSOULA COUNTY AIRPORT AUTHORITY

By: Frank Sullivan  
Frank K. Sullivan, Chairman

[Signature]  
Secretary

STATE OF MONTANA )  
County of Missoula ) ss.

On this 31st day of August, 1992, before me, a  
notary public in and for said state, personally appeared G. Elmer  
Flynn and Mary Flynn known to me to be the persons whose names  
are subscribed to the within instrument and acknowledged to me  
that they executed the same.

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

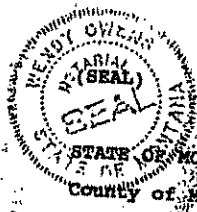


Wendy Owens  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 11-30-93

STATE OF MT )  
County of Missoula ) ss.

On this 31st day of August, 1992, before me, a  
notary public in and for said state, personally appeared Frances  
McQuade and Patricia Sinclair, known to me to be the persons  
whose names are subscribed to the within instrument and  
acknowledged to me that they executed the same.

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



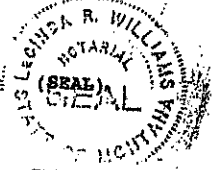
BOOK 360 PAGE 2050

Wendy Owens  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 11-30-93

STATE OF MONTANA )  
County of Missoula )

On this 13<sup>th</sup> day of April, 1992, before me, a notary public in and for said state, personally appeared Zane K. Sullivan known to me be the Chairman of the Board of Directors of the Missoula County Airport Authority, and the person who executed this easement on behalf of said Authority, and acknowledged to me that such Authority executed the same.

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

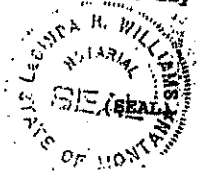


Leanda R. Williams  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 11-30-94

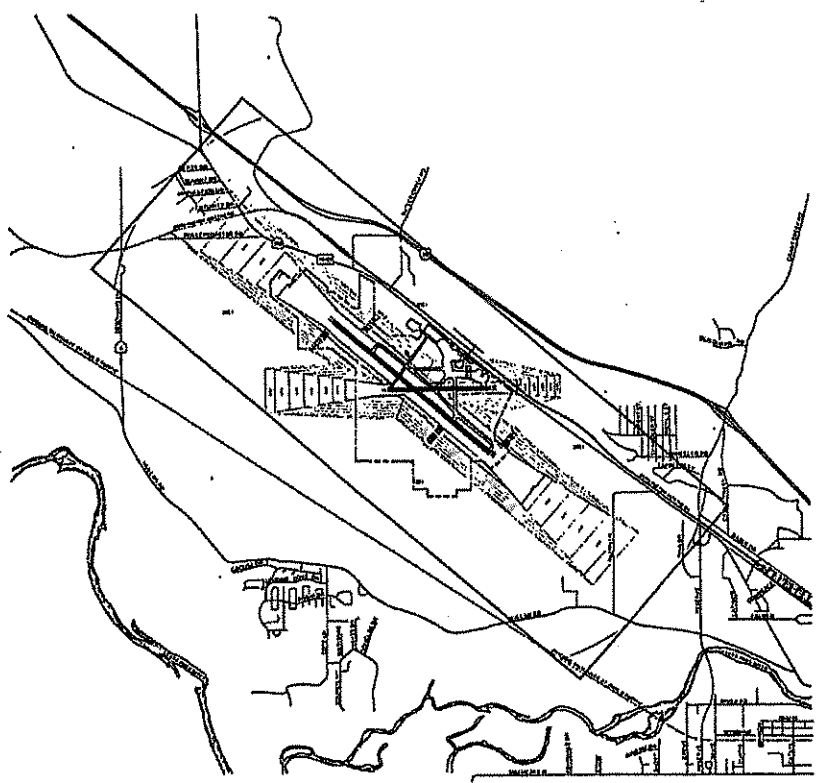
STATE OF MONTANA )  
County of Missoula ) ss.

On the 13<sup>th</sup> day of April, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jack Meyer, known to me to be the Secretary of the Missoula County Airport Authority and the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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



Leanda R. Williams  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 11-30-94



3300 No Structures or Objects of Natural Growth Permitted Above Graded Elevation in First Above Mean Sea Level

No Development

Airport Areas of Influence

Master Plan and Noise Compatibility Program - Johnson-Bell Field  
Missouri County Airport Authority

C-1  
EXHIBIT

Airport Infr.

Height and Hazard Limitation Zones



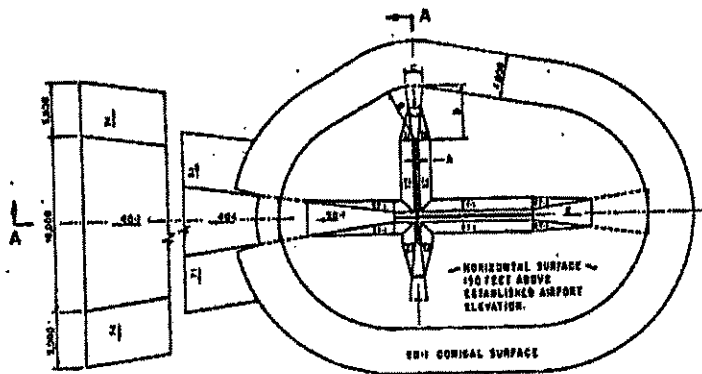
PEAT MARWICK

May 1988

PART 1

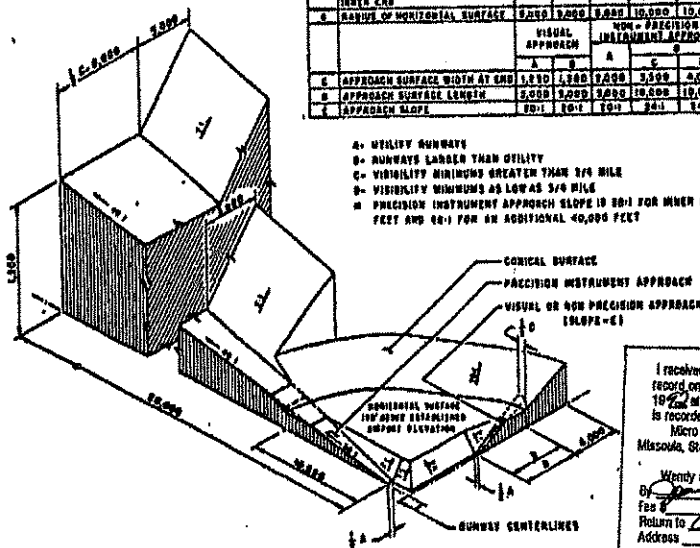
Standard Aeronautical Engineering

BOOK 360 PAGE 2052



DIM	ITEM	DIMENSIONAL STANDARDS (FEET)					
		VISUAL RUNWAY		NON-PRECISION INSTRUMENT RUNWAY		PRECISION INSTRUMENT RUNWAY	
		A	B	A	B	A	B
A	WIDTH OF PRIMARY SURFACE AND APPROACH SURFACE WIDTH AT 1000' END	150	300	150	300	150	300
B	RADIUS OF HORIZONTAL SURFACE	5,000	10,000	5,000	10,000	10,000	10,000
C	APPROACH SURFACE WIDTH AT END	1500		1500		1500	
		1500		1500		1500	
D	APPROACH SURFACE LENGTH	5,000	10,000	5,000	10,000	10,000	10,000
E	APPROACH SLOPE	20:1	20:1	20:1	24:1	24:1	24:1

- A- UTILITY RUNWAYS
- B- RUNWAYS LARGER THAN UTILITY
- C- VISIBILITY MINIMUMS GREATER THAN 3/4 MILE
- D- VISIBILITY MINIMUMS AS LOW AS 3/4 MILE
- E- PRECISION INSTRUMENT APPROACH SLOPE IS 20:1 FOR MINOR 10,000 FEET AND 24:1 FOR AN ADDITIONAL 40,000 FEET



ISOMETRIC VIEW OF SECTION A-A

3218808

I received and filed this instrument for record on the 1st day of Sept 1922 at Moscow, Idaho, and it is recorded in Vol. 360 of Micro Records of the County of Blaine, State of Montana on page 2052. Witness my hand: Dec 1922 Wendy Crockett County Recorder Blaine, Idaho. Return to J. J. Crockett, Deputy

SEP 1 1922

SUB-STANDARD QUALITY WHEN FILMED

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 24<sup>th</sup> day of March, 1992, between Missoula County Airport Authority of Missoula, Montana, (hereafter "Grantor") and G. Elmer Flynn, Mary A. Flynn, Frances McQuade, (a/k/a Francis McQuade), Clarence S. Sinclair Trust, and Patricia Sinclair, (hereafter "Grantees"), as follows:

WHEREAS, Grantor owns certain real property located in Missoula County, Montana, and more particularly described as follows:

Tracts 1, 2 & 3 of Certificate of Survey No. 3176, located in Section 12, Township 13 North, Range 20 West, Principal Meridian, Montana; containing 60 acres, more or less; (hereafter Grantor's property); and

WHEREAS, Grantees own certain real property located in Missoula County, Montana, more particularly described as follows:

Tracts 4, 5, 6, 7, 8, 9 & 10 of Certificate of Survey No. 3176, located in Section 12, Township 12 North, Range 20 West, Principal Meridian, Montana; containing 140 acres, more or less; (hereafter Grantees' property); and

WHEREAS, pursuant to the parties agreement to resolve a legal action known as Missoula County Airport Authority vs. G. Elmer Flynn, et al, Missoula County District Court Cause No. 71742, and G. Elmer Flynn, et al., v. Missoula County Airport Authority, et al., Missoula County District Court Cause No. 75620; and

WHEREAS, the parties have agreed to create an easement for the Grantees' benefit and appurtenant to their real property described above, and

WHEREAS, the easement will encumber Grantor's property described above, and

WHEREAS, the parties have reached an agreement about the easement and wish to memorialize their understanding,

NOW, THEREFORE, in consideration of the mutual benefit the parties receive as a result of creating the easement and in consideration for the parties' agreement resolving Missoula County District Court Cause Nos. 71742 and 75620, the parties agree as follows:

1. Grantor conveys to Grantees and their heirs, devisees, and successors in interest a 60-foot wide private right-of-way easement set in at least three (3) feet from the north and east boundary lines of Grantor's property described herein. In other words, the private easement shall be offset from said boundary lines and not abutting them in any way.

2. The easement described herein shall be subject to the following terms and conditions:

- a. The easement described herein shall not cross or abut any part of the Runway 11-29 safety zone that is a portion of Grantor's property described herein.
- b. The Grantees shall bear all other costs including constructing, operating, repairing and maintaining the easement described herein.
- c. Grantees shall provide Grantor reasonable notice of their intention to construct the easement described herein and, with such notice, provide Grantor a copy of construction plans for said easement.

3. Grantees hereby hold and save Grantor harmless from any and all damage arising from their reliance upon or their use of the rights, obligations, easements and rights-of-way described herein.

4. This agreement shall be binding upon the parties and their assigns, successors, executors, personal representatives, administrators, agents and heirs.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 24<sup>th</sup> day of MARCH, 1992.

GRANTEES:

G. Elmer Flynn  
G. Elmer Flynn

Clarence S. Sinclair  
Clarence S. Sinclair

Mary A. Flynn  
Mary A. Flynn

Patricia Sinclair  
Trustee Clarence S. Sinclair  
Trust

Frances McQuade  
Frances McQuade, a/k/a  
Francis McQuade

Patricia Sinclair  
Patricia Sinclair

GRANTOR:

MISSOULA COUNTY  
AIRPORT AUTHORITY

By: Timothy O. Phillips  
Timothy O. Phillips, Director

By: Zane E. Sullivan  
Zane E. Sullivan  
Chairman, Airport Commission

STATE OF MONTANA )  
 ) ss.  
County of Missoula )

On the 10<sup>th</sup> day of March, 1992, before me,  
the undersigned, a Notary Public for the State of Montana,  
personally appeared G. Elmer Flynn and Mary A. Flynn, known to me  
to be the person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he executed the same.

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



Debra A. Adams  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 1-20-95

STATE OF MONTANA )  
 ) ss.  
County of Missoula )

On the 10<sup>th</sup> day of March, 1992, before me,  
the undersigned, a Notary Public for the State of Montana,  
personally appeared Frances McQuade a/k/a Francis McQuade, known  
to me to be the person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he executed the same.

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





Dale A. Sullivan  
 Notary Public for the State of Montana  
 Residing at Missoula, Montana  
 My commission expires: 1-22-95

STATE OF MONTANA )  
 ) ss.  
 County of Missoula )

On the 10<sup>th</sup> day of March, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Patricia Sinclair, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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



Dale A. Sullivan  
 Notary Public for the State of Montana  
 Residing at Missoula, Montana  
 My commission expires: 1-22-95

STATE OF MONTANA )  
 ) ss.  
 County of Missoula )

On the 13<sup>th</sup> day of April, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Zane K. Sullivan, known to me to be the Chairman of the Board of Directors of the Missoula County Airport Authority and the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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



Richard D. Williams  
 Notary Public for the State of Montana  
 Residing at Missoula, Montana  
 My commission expires: 11-30-94

BOOK 360 PAGE 2057

STATE OF MONTANA )  
County of Missoula ) ss.

On the 13<sup>th</sup> day of April, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Timothy O. Phillips, Director of the Missoula County Airport Authority, and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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



Linda R. Williams  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 11-30-94

9218809

I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 1 DAY OF Sept 19 92 AT 10:30 O'CLOCK AM AND IT IS RECORDED  
IN VOL 360 OF RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 2057 FEE PAID  
RETURN TO Airport Authority WITNESS MY HAND WENDY CROWWELL COUNTY RECORDER  
ADDRESS file BY per Clarence DEPUTY DOC E

SEP 1 1992



200508286

Page: 1 of 5

04/12/2005 04:00P

Missoula County Vickie M Zeier NOT

Bk-750 Pg-919

After recording return to:  
Carolynn M. Fagan  
Sullivan, Tabaracci & Rhoades, PC  
1821 South Ave. West  
Missoula, MT 59801  
(406) 721-9700

### **NOTICE OF AIRPORT INFLUENCE AREA BOUNDARIES**

WHEREAS, pursuant to Montana Code Annotated § 67-4-201, Missoula County created an Airport Influence Area by Resolution No. 78-96 (Book 121 Micro Records, Page 1391), 78-187 (Book 135 Micro Records, Page 474) and 87-021 (Book 255 Micro Records, Page 2383);

WHEREAS, the above referenced Resolutions provide criteria and guidelines to control noise sensitive land uses and the height of structures and trees within the airport influence area;

WHEREAS, Missoula International Airport is operated by the Missoula County Airport Authority (the "Authority") pursuant to Title 67, Chapter 11, Montana Code Annotated; and

WHEREAS, the AUTHORITY desires to give notice to the public and those owning or purchasing real property within the Airport Influence Area of the provisions of the above-referenced Resolutions;

NOW, THEREFORE, the Authority gives notice of the boundaries of the Airport Influence Area. Pursuant to Montana Code Annotated § 67-4-202, "After the designation of an airport influence area, a person may not recover from a local government, an airport authority, an airport operator, or an airport owner damages caused by noise and vibrations from normal and anticipated normal airport operations."



200508286

Page: 2 of 5

04/12/2005 04:00P

Missoula County Vickie M Zeier NOT

Bk-750 Pg-919

Attached to this Notice, as Exhibit "A", is a legal description and map setting forth the boundaries of the Airport Influence Area.

DATED this 11 day of April, 2005.

MISSOULA COUNTY AIRPORT AUTHORITY

By: \_\_\_\_\_

Joe Easton

Acting Director

State of Montana     )  
                                  ) ss.  
County of Missoula    )

This instrument was acknowledged before me by Joe Easton, on behalf of the Missoula County Airport Authority, this 11 day of April, 2004.5



Catherine L. Tortorelli

Notary Public for the State of Montana

Printed Name: CATHERINE L. TORTORELLI

Residing at: MISSOULA

My commission expires: 5-6-2007

EXHIBIT "A"

MISSOULA INTERNATIONAL AIRPORT INFLUENCE AREA

LEGAL DESCRIPTION

A tract of land located in Sections 6, 7, 8 and 18, Township 13 North, Range 19 West, Sections 1, 2, 3, 4, 10, 11, 12, 13 and 14, Township 13 North, Range 20 West, Sections 21, 22, 26, 27, 28, 32, 33, 34, 35 and 36, Township 14 North, Range 20 West, Principal Meridian Montana, Missoula County Montana, being that land area described in Missoula County Commissioners Resolution No. 78-96 and being further described as:

Commencing at the section corner common to Sections 1 and 2, Township 13 North, Range 20 West and Sections 35 and 36, Township 14 North, Range 20 West, Principal Meridian Montana, thence S58°30'33"E, 14146.35 feet to the most easterly corner of the Airport Influence Area, the true point of beginning, the section corner common to Sections 5, 6, 7 and 8, Township 13 North, Range 19 West bears approximately N35°03'31"W, 2583.58 feet; thence S40°27'54"W, 10560.00 feet to the most southerly corner of the Airport Influence Area, the southeast corner of Section 13, Township 13 North, Range 20 West bears approximately S09°25'14"E, 529.13 feet; thence N49°32'06"W, 29499.71 feet to the most westerly corner of the Airport Influence Area, the southeast corner of Section 32, Township 14 North, Range 20 West bears approximately S19°49'31"E, 3967.17 feet; thence N40°27'54"E, 10560.00 feet to the most northerly corner of the Airport Influence Area; thence S49°32'06"E, 29499.71 feet to the point of beginning. Containing 7,151 acres more or less and being subject to all easements, dedications or reservations shown, existing or of record.

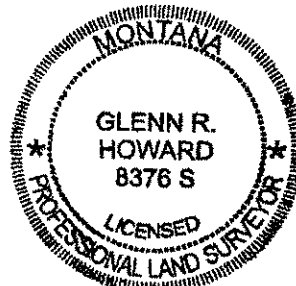
SURVEYORS STATEMENT

This exhibit "A" is a correct representation and depiction of Missoula International Airport influence area as prepared by me or under my direct supervision. This exhibit represents the size and dimensions of the airport influence area as adopted under Missoula County resolution no. 78-96 on July 5, 1978 and amended December 6, 1978. The dimensions are referenced under section 1.05 (definitions), line item 9. (airport influence area) and also referenced under chapter II (airport land use districts) section 2.01 (purposes).

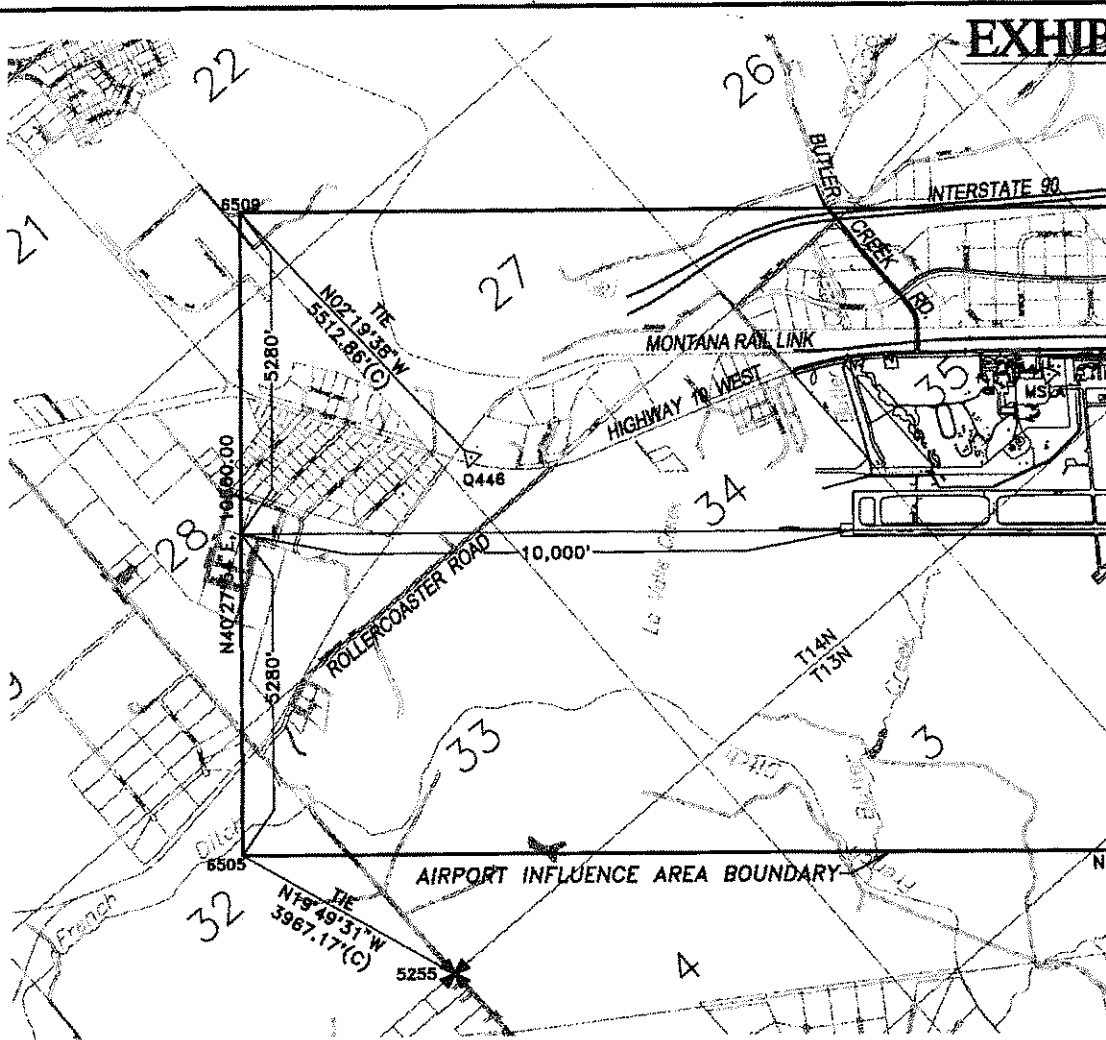
BY:

*Glenn R. Howard*  
GLENN R. HOWARD, P.L.S.

*2/16/05*  
DATE

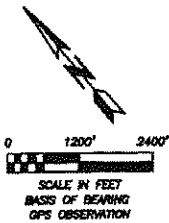


EXHIB



NAME	GEODEIC COORDINATES		MT STATE PLANE NAD83(1989)		LOCAL COORDINATES		DESC
	LATITUDE	LONGITUDE	NORTHING	EASTING	NORTHING	EASTING	
		NAD83 (1989)	METER	METER	SI FEET	SI FEET	
6500	48°54'04.1423\" N	114°02'00.6268\" W	304583.088	254965.988	1000066.65	837033.89	CALCULATE
6504	48°52'44.8920\" N	114°03'39.3489\" W	302262.614	262738.962	992062.58	830180.82	CALCULATE
6505	48°55'53.7855\" N	114°09'02.5827\" W	308483.879	246258.843	1011207.41	807737.17	CALCULATE
6509	48°57'13.1127\" N	114°07'23.8988\" W	310804.353	248483.887	1019241.49	814590.44	CALCULATE
5120	48°54'25.0235\" N	114°02'21.9777\" W	305252.586	254552.494	1002211.48	835549.84	2 1/4\" BI
5147	48°52'39.7404\" N	114°03'36.1057\" W	302102.358	252755.983	991540.58	830287.22	1 1/2\" BI
5255	48°55'16.8650\" N	114°08'43.1598\" W	307325.174	246599.189	1007475.40	809082.69	2 1/4\" BI
5428	48°55'17.1182\" N	114°04'54.3060\" W	307045.029	251430.125	1007488.18	824970.97	2 1/2\" BI
5609	48°53'08.2298\" N	114°02'47.5409\" W	302917.827	253875.236	994429.00	833778.96	5/8\" REB
MSLA	48°55'27.8866\" N	114°05'24.8453\" W	307413.711	250809.135	1008575.19	822864.65	3 1/4\" BI
Q446	48°58'18.7534\" N	114°07'20.8391\" W	309125.579	248453.472	1013733.17	814814.31	STAINLESS
R002	48°54'22.9805\" N	114°03'11.3818\" W	305248.598	253506.055	1002000.52	832120.50	2 1/2\" AI

NOTE: THE LOCAL NORTH AND EAST COORDINATES ARE GROUND COORDINATES ON A TRUE BEARING, DERIVED FROM MT STATE PLANE COORDINATES (METER) USING A COMBINED SCALE FACTOR OF .999241 X 3.280839895 (METER TO GROUND SI GRID BEARING ROTATION OF -3°21'27.8\" AT POINT MSLA).



200508286  
Page: 4 of 5  
04/12/2005 04:00P  
Missoula County Vickie R Zeller NOT  
BK-750 Pg-919

F:\4927\dwg\SURVEY-SI FEET.dwg, 2/16/2005 10:26:36 AM

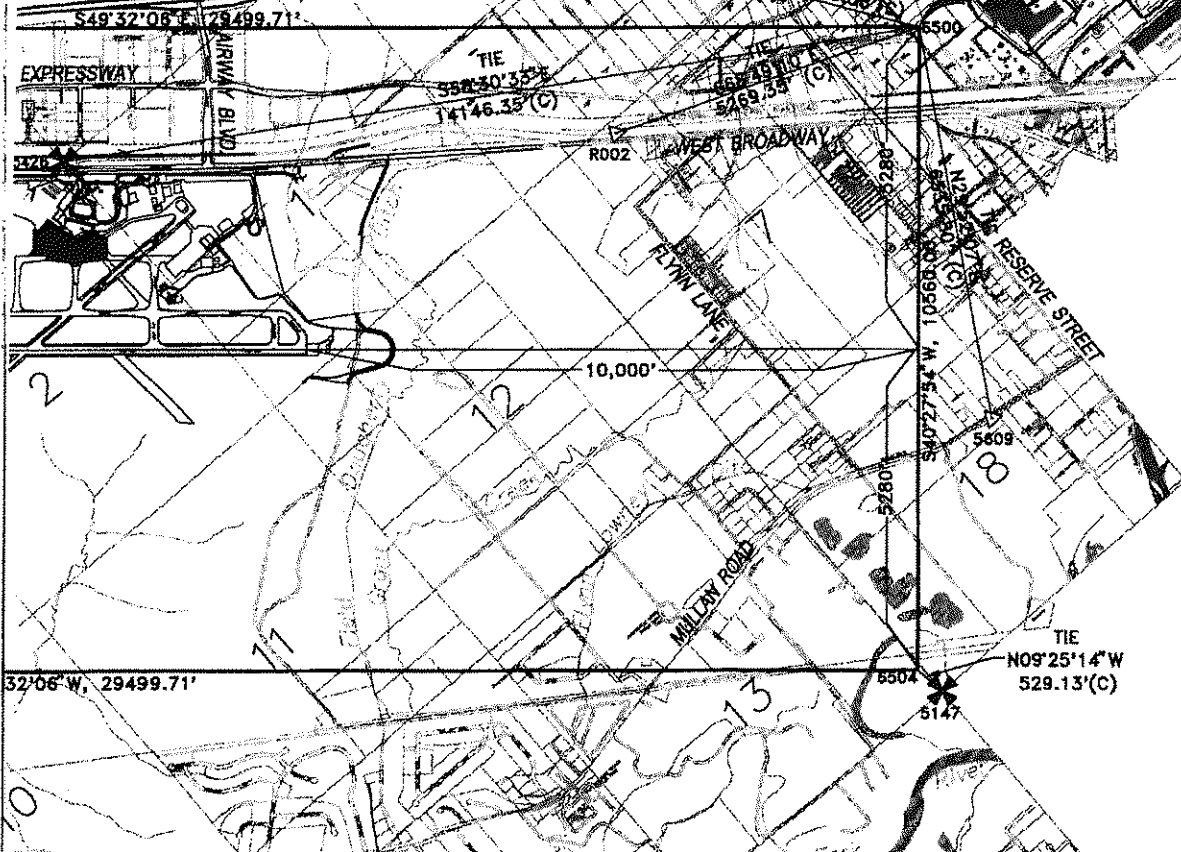
BY	DATE	REVISION DESCRIPTION	DESIGN	PROJ. NO.	DATE
					2/2005
			CHECKED	DATE	

**DJA, P.C.**  
SURVEYING ENGINEERS & LAND SURVEYORS  
300 West 10th Street, Missoula, Montana 59701-2000  
Phone: (406) 466-1100 Fax: (406) 466-1101

F "A"

36

R19W T14N  
R20W T13N



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PUNCH MARK  
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EEL ROD  
NUM CAP

**LEGEND**



SECTION CORNER



EXISTING MONUMENT (REFER TO MISSOULA COUNTY SURVEYORS OFFICE FOR MONUMENT LOCATION DESCRIPTION)

(C) COMPUTED

**NOTES**

1) THIS EXHIBIT REPRESENTS A GRAPHICAL LOCATION OF THE AIRPORT INFLUENCE AREA, IN RELATION TO THE MISSOULA COUNTY GIS BASE MAPS, AND WAS DEVELOPED USING EXISTING SURVEY AND MAPPING RECORDS.

2) SECTION CORNERS AND MONUMENT TIES ARE BASED ON A COMBINATION OF DJ&A, P.C. FIELD SURVEYS AND CALCULATIONS USING THE MISSOULA COUNTY SURVEYORS OFFICE STATE PLANE COORDINATE POSITIONS.

3) THE AIRPORT INFLUENCE AREA BOUNDARY DIMENSIONS ARE BASED ON MISSOULA COUNTY COMMISSIONERS RESOLUTION No. 78-96.

NA STATE  
(7) AND



200508286

Page: 3 of 8  
04/12/2005 04:00P  
Bk-750 Pg-919

Missoula County Vickie H Zeier NOT

PREPARED FOR:  
MISSOULA INTERNATIONAL AIRPORT  
MISSOULA, MONTANA

MISSOULA INTERNATIONAL AIRPORT  
INFLUENCE AREA

SHEET

OF

1

1

## PURPOSE AND INTENT

The Montana County Weed Control Act defines a “noxious weed” as any exotic plant species established or that may be introduced into the state which may render land unsuitable for agriculture, forestry, livestock, wildlife, or other beneficial uses and is further designated as either a state-wide or county-wide noxious weed. The purpose of this document is to outline a plan for management of noxious weeds during the development of the proposed Mcnett Flats 6-lot major subdivision in Missoula, Montana. The intent of the weed management plan is to contribute to maintaining the long-term viability of Montana’s natural and recreational resources through management of noxious and invasive weeds.

## WEED MANAGEMENT AREA

<b>Subdivision Name:</b>	Mcnett Flats Subdivision
<b>Primary Owner:</b>	Tollefson Properties, LLC 15311 Tyson Way Frenchtown, MT 59834
<b>Legal Description:</b>	Section 12, Township 13 North, Range 20 West, Certificate of Survey 6109, Parcel 8A, 20.21 Acres.
<b>Current Land Use:</b>	Neighborhood Mixed Use
<b>Proposed Development:</b>	7-lot Major Residential and Commercial Subdivision.

Mcnett Flats Subdivision is a proposed major subdivision located on the 20.21 acre parcel at the terminus of George Elmer Drive in Missoula, Montana. The parcel is proposed to be divided into 7 separate lots, split by the proposed road right of ways and to have B2-2 zoning applied upon annexation. There are no existing structures, water or wastewater facilities currently onsite. The proposed subdivision is located on land which is currently and has historically been in use for agricultural production of hay and alfalfa. Approximately 17 acres of the 20.21-acre parcel is used for production of hay and alfalfa. The parcel is presently and historically served by an existing agricultural irrigation system, which also serves the adjacent parcels to the north. A privately owned lateral irrigation ditch branches from the east west Flynn- Lowery Ditch at a head gate near the end of Tipperary Way. The ditch then flows north along the parcel’s eastern boundary. A pump system, approximately 1,300 feet to the north of the proposed subdivision boundary, supplies irrigation water to the center pivots visible on the parcels to the north, as well as a buried irrigation lateral pipe, which carries water south to the subdivision property. The buried lateral pipe has connection risers, spaced approximately 60 feet apart, to allow for connection of wheel lines. The subdivision



property has an existing wheel line and several risers as well as an above-ground lateral pipe.

According to the Natural Resources and Conservation Service (NRCS) Soil Survey, the soils across the subdivision property are classified as Desmet Loam. These soils are classified as prime farmland, if irrigated. In addition to the NRCS Soil Survey, an independent agricultural soils assessment was conducted per Section 5-020.14M of the City of Missoula subdivision regulations as part of the overall geotechnical investigation of the property. Please see the geotechnical investigation as a separately attached item. There are no existing water features, riparian areas, or wetlands located on the property. Native flora and wildlife include species typical to fringe urban areas of western Montana. The property does not directly support any endangered or threatened animals. There are no paleontological or cultural sites located on the proposed subdivision.

## WEED MANAGEMENT PRIORITIES

### **First Priority: Prevention of Noxious Weeds**

To prevent introduction and spread of noxious weeds, all areas disturbed during construction will be reseeded using native plants. Commercially available wildflower mixes containing noxious weeds will be avoided. Areas disturbed will be reseeded as soon as possible, and within the same season, to prevent the spread of noxious weeds.

### **Second Priority: Eradication of Existing Noxious Weeds**

All noxious weeds identified on the subdivision property during construction will be eradicated. Known noxious weeds in the vicinity are discussed in the following section.

## WEEDS OF CONCERN

### **Weed Management Area**

The proposed subdivision is located in the Mullan-Big Flat weed management area. According to the Missoula County Weed District, widespread weeds in the area include spotted knapweed, sulfur cinquefoil, Canada thistle, oxeye daisy, houndstongue, common tansy, field bindweed, and leafy spurge. Established weeds include yellow toadflax, dalmation toadflax, st. johnswort, orange hawkweed, tall buttercup, Russian knapweed, and whitetop. Rare weeds include Japanese knotweed and tamarisk.

The area of the proposed subdivision was walked on April 2, 2020 by The Missoula County Weed District Manager Bryce Christiaens. He identified the following noxious weed species around the perimeter of the stubble field onsite: musk thistle, houndstounge, common tansy, and spotted knapweed. Due to the above-mentioned weeds in the vicinity, landowners will continue to monitor the property and take steps to prevent the spread of noxious weeds if necessary.

### Weed Management Tools

The primary weed management tool to be used in the subdivision will be revegetation. Areas disturbed during construction will be reseeded as soon as possible, and within the same season. Each lot will have landscaping and irrigation; these areas will be mowed and maintained after reseeding to reduce seed production of noxious weeds and prevent their spread. Three reseeding mixes are recommended for the property:

DRYLAND/COMMON AREA GRASS				
COMMON NAME	SPECIES	% MIX	SEEDS/LB.	PLS LB./AC.
Bluebunch Wheatgrass	<i>Pseudoroegneria spicata</i>	20%	114000	6.1
Slender Wheatgrass	<i>Elymus trachycaulus</i>	20%	144000	4.8
Junegrass	<i>Koeleria macrantha</i>	20%	1800000	0.4
Sandberg's Bluegrass	<i>Poa secunda</i>	20%	1000000	0.7
Western Wheatgrass	<i>Pascopyrum smithii</i>	20%	187000	3.7
	TOTAL:	100%		15.7

ROADSIDE GRASS MIXTURE				
COMMON NAME	SPECIES	% MIX	SEEDS/LB.	PLS LB./AC.
Hard Fescue	<i>Festuca bngifolia</i>	33%	400000	2.9
Western Wheatgrass	<i>Pascopyrum smithii</i>	33%	187000	3.7
Streambank Wheatgrass	<i>Elymus lanceolatus</i>	33%	155000	7.5
	TOTAL:	100%		14.1

The last reseeding mix is a recommendation from the Missoula County Weed District to seed the entire stubble area of the project site with a nurse crop to prevent the growth of noxious weeds prior to construction.

NURSE CROP PRIOR TO CONSTRUCTION				
COMMON NAME	SPECIES	% MIX	SEEDS/LB.	PLS LB./AC.
Slender Wheatgrass	<i>Elymus trachycaulus</i>	100%	135000	15-20
	TOTAL:	100%		15-20

Mowing the site at least once per year is another recommended weed management tool. This also helps control and limit the growth of vegetation on site and decreases fire danger. Lastly, it is recommended that a herbicide be used to eradicate the noxious weed species found on site as follows:

HERBICIDE RECOMMENDATIONS		
HERBICIDE TYPE	TARGET SPECIES	DOSING (OZ./ACRE)
Metsulfuron Methyl	Houndstounge, Common Tansy	1
Aminopyralid	Spotted Knapweed, Musk Thistle	6

## ROLES AND RESPONSIBILITIES

The developer shall be responsible for implementation and execution of this weed management plan, until such time that each lot is conveyed to a new owner, after which the owner of each lot in the subdivision will be responsible for the control of noxious weeds and the vegetation on their property. Lot owners are encouraged to contact the Missoula County Weed Control Board for additional information regarding methods of control. Owners will have and enact re-vegetation and landscaping plans for any area of the lot which will be disturbed by construction.