

After recording return to:
William VanCanagan
Datsopoulos, MacDonald & Lind, P.C.
201 W. Main Street, Suite 201
Missoula, MT 59802
Phone: (406) 728-0810

FEB 17 2023 PM 3:42

127027 MRE Pages: 58
STATE OF MONTANA MINERAL COUNTY
RECORDED: 02/17/2023 3:43 KOI: COVENANTS
KELANN MCLEES CLERK AND RECORDER
FEE: \$474.00 BY: K. Mclees
TO: FILED IN OFFICE MINERAL COUNTY COURTHOUSE, SUBDIVISION

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
LOWER MEADOWS SUBDIVISION**

This Declaration of Covenants, Conditions, Restrictions and Easements for Lower Meadows Subdivision (this “**Declaration**”) is made this 6th day of February, 2023 (the “**Effective Date**”), by TR Dev Corp., a Montana corporation of 706 San Anselmo Ave #123, San Anselmo, CA 94960 (“**Declarant**”).

RECITALS

WHEREAS, Declarant is the owner of certain real property known as Lower Meadows Subdivision (the “**Subdivision**” or the “**Project**”), being a subdivision of the following described real property:

THAT PORTION OF GOVERNMENT LOTS 11, 12, 13, AND 14, AND THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NE1/4SW1/4) OF SECTION 1, AND GOVERNMENT LOTS 9 AND 16 OF SECTION 2, LYING SOUTH OF ADAMS STREET AND NORTH OF INTERSTATE 90, LOCATED IN TOWNSHIP 14 NORTH, RANGE 23 WEST, PRINCIPAL MERIDIAN MONTANA, MINERAL COUNTY, MONTANA, EXCEPTING THEREFROM TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY NO. 627B, RECORDS OF MINERAL COUNTY, CONTAINING A TOTAL AREA OF 41.2 ACRES, MORE OR LESS

(the “**Property**”); and

WHEREAS, the Plat for the Subdivision contains, or will contain, 35 Residential Lots, one Commercial Lot, the Roadway, and other rights and easements benefiting and/or burdening the Subdivision and the Lots designated therein; and

WHEREAS, Declarant wishes to provide a governance structure and a flexible system of standards and procedures for the overall administration, maintenance, and preservation of the Property; and

0127027

WHEREAS, Declarant desires to establish the Association to operate and maintain the Common Elements and to administer and enforce the provisions of this Declaration as it relates to the Residential Lots; and

WHEREAS, Declarant desires to establish certain covenants, conditions, restrictions and easements for the common benefit and enjoyment of the Owners from time to time in order to promote, preserve and enhance the value and desirability of the Property and the aesthetic quality of the improvements erected thereon and to facilitate the continuing care and maintenance thereof, and in furtherance thereof, intends to submit the Property to the provisions of this Declaration;

NOW, THEREFORE, Declarant, as the owner of the Property, hereby declares that the Property is hereby submitted to the following covenants, conditions, restrictions, and easements, which shall run with the land and bind and inure to the benefit of all Owners and any other Persons from time to time having or acquiring any right, title or interest in the Property or any portion thereof:

1. **Incorporation.** The foregoing recitals and all exhibits attached hereto are hereby incorporated into this Declaration by reference as if fully set forth in this Section 1.
2. **Definitions.** Capitalized terms used in this Declaration shall have the following meanings:
 - a. **“Appearance Review Committee”** has the meaning given that term in Section 15 below.
 - b. **“Assessments”** means the annual assessments, special assessments and specific assessments levied on Residential Lots and their Owners in accordance with this Declaration.
 - c. **“Association”** means The Meadows at Thompson Ranch Homeowners Association, Inc. and its successors and assigns.
 - d. **“Board”** means the Board of Directors of the Association.
 - e. **“Bylaws”** means the Bylaws adopted by the Association, as the same may be amended from time to time. To the extent the Association has not adopted Bylaws separate from this Declaration, then the applicable provisions of this Declaration shall be deemed to be the Bylaws of the Association. In no event shall any separate Bylaws adopted by the Association be inconsistent or in conflict with the provisions of this Declaration.
 - f. **“Common Elements”** means the Roadway, the Irrigation System, and all other areas, facilities, and improvements intended or designed for the common use and enjoyment of more than one, or all, of the Residential Lots, whether or not specifically designated as such on the Plat.
 - g. **“Common Expenses”** means the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the benefit of all Residential Lots, including, but not limited to, the expenses incurred or anticipated to be incurred in carrying out the rights and responsibilities of the Association as set forth in this Declaration.

- h. **“Declarant”** means TR Dev Corp. and its successors and assigns designated as such by the Declarant in writing.
- i. **“Declaration”** means this Declaration, as it may be amended and supplemented from time to time.
- j. **“Director”** means an appointed or elected member of the Board of Directors. Except for Directors appointed by Declarant, each Director shall be an Owner.
- k. **“Effective Date”** has the meaning given to it in the preamble of this Declaration.
- l. **“Home”** means any single-family dwelling and its appurtenant improvements constructed or to be constructed on a Residential Lot.
- m. **“Irrigation System”** means the irrigation system to be installed by Declarant providing irrigation water for more than one, or all, Residential Lots, including, without limitation, well, pumps, a pump house with controls and pressure tanks, and a main irrigation line. The Irrigation System, together with the Water Rights, shall be leased or owned by the Association and operated and maintained in accordance with the restrictions set forth in Section 15 below.
- n. **“Lot”** means any Residential Lot or the Commercial Lot, as the context may require. **“Residential Lot”** means any of Lots 1 through 35 designated on the Plat intended for the construction of Homes. **“Commercial Lot”** means Lot 36 designated on the Plat.
- o. **“Owner”** means one or more Persons who hold record title to any Lot or an interest as a purchaser under a contract for deed for any Lot. “Owner” shall not include a Person holding an interest merely as security for the performance of an obligation, or a Person who is a seller under a contract for deed for any Lot. Where this Declaration imposes responsibility for conduct of an Owner and where otherwise appropriate given the context, the term “Owner” shall include such Owner’s occupants, tenants, guests, contractors, invitees and licensees.
- p. **“Person”** means a natural person, a corporation, a partnership, a trustee, or any other legal entity.
- q. **“Plans and Specifications”** has the meaning given that term in Section 14.b below.
- r. **“Plat”** means the final Plat of Subdivision for the Property, recorded or to be recorded in the public land records of Mineral County, as amended from time to time.
- s. **“Plat Approval Conditions”** means the conditions of approval of the Plat as set forth in the letter from the Mineral County Board of County Commissioners dated January 7, 2022, a copy of which is attached hereto as Exhibit “A”.
- t. **“Project”** has the meaning given to it in the recitals.

- u. **“Property”** means the real property in Mineral County, Montana, legally described in the recitals above.
- v. **“Roadway”** means the +/-60-foot-wide public access and utility easement designated on the Plat and all improvements thereto, including, without limitation, the asphalt roadway, gravel shoulders, and trail.
- w. **“Subdivision”** has the meaning given to it in the recitals.
- x. **“Turnover Date”** has the meaning given that term in Section 6.a below.
- y. **“Water Rights”** means those certain water rights in the Clark Fork River contained in Claim Number 76M14914300 and 76M14914400 and in Limestone Spring contained in Claim Number 76M14914600, which shall be owned by the Association and used in the Irrigation System in accordance with the and subject to the provisions of Section 15 below.

3. **Formation of the Association.** The Association has been, or will be, formed as a non-profit corporation under Montana law having the name the “The Meadows at Thompson Ranch Homeowners Association, Inc.” and shall be the governing body for the Association and all Owners of Residential Lots with respect to the maintenance, repair, replacement, administration, and operation of the Common Elements and the provision of certain shared services to the Owners of Residential Lots. The Association shall not be deemed to be conducting a for-profit business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of the Owners in accordance with this Declaration.

4. **Association Membership.** Membership in the Association shall be appurtenant to and may not be separated from ownership of a Residential Lot, except as may otherwise be required by law. Ownership of a Residential Lot shall be the sole qualification to be a member of the Association. Each Owner, by acceptance of a deed or other conveyance of a Residential Lot, thereby becomes a member of the Association, whether or not a declaration of such membership is made a part of, incorporated by reference or expressed in said deed or conveyance. Where a Residential Lot has multiple Owners, such Owners shall designate in writing a single Person to act as the representative member on behalf of all such Owners with regard to Association membership, and in the absence of such a written designation, the Declarant, Board and Association may rely upon the action, representation or vote by any one of such Owners and may hold such action, representation or vote as conclusively binding upon all Owners of such Residential Lot.

5. **Board of Directors.**

a. The Board shall be the governing body of the Association. Declarant shall have the right to select and appoint the Persons who shall initially serve as Directors or exercise the powers of the Board as provided herein. The initial Board designated by Declarant shall consist of not less than three (3) Directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date the Association is formed by the filing of the articles of incorporation in the office of the Secretary of State of Montana and ending upon the election of Directors at the initial meeting of the Association membership.

b. At the first meeting of the Association membership provided for in Section 6.a below, the Residential Lot Owners shall elect three (3) Directors who shall replace those Directors appointed by Declarant. Each Director's term of office shall be three years, except that the Directors elected at the first annual meeting shall have terms of one (1), two (2) and three (3) years, such that one Director position expires and is up for election each year thereafter. All Directors shall serve without compensation.

c. Any Director may be removed from office by the affirmative vote of the Owners representing two-thirds (2/3) of the total voting power in the Association as set forth in Section 6.c below, provided that Declarant's prior written consent shall be required to remove any Director prior to the Turnover Date. Vacancies in the Board shall be filled by the majority vote of remaining Directors, or if no majority prevails, by the Owners in accordance with the procedures for electing Directors set forth herein.

d. The Board shall meet at least once annually but may meet more often at its discretion. A majority of Directors may call for a special meeting of Board. Notice shall be given to each Director not less than ten (10) days prior to each meeting of the Board. The presence of a majority of Directors constitutes a quorum. A majority of a quorum is required for Board action.

e. The Board shall elect from among its members a President who shall preside over all meetings and who shall be the chief executive officer of the Board and Association, a Secretary who shall keep minutes of all meetings, a Treasurer, and such other officers as the Board shall see fit. Officers shall serve without compensation.

6. Meetings of the Association Membership.

a. The initial meeting of the Association membership shall be held upon not less than ten (10) days' prior written notice from Declarant to all Owners. Such notice must be given no later than the earliest to occur of: (a) one hundred twenty (120) days following the date upon which Declarant no longer holds any interest in any Residential Lot, (b) such date as may be elected by the Declarant in its sole discretion, or (c) such date as may be required by applicable law (the "Turnover Date").

b. There shall be an annual meeting of the Association membership on or about each anniversary of such initial meeting, or at such other reasonable date and at such time, and at such place, as may be designated by written notice from the Board. Special meetings may be called at any time for any purpose consistent with this Declaration on not less than ten (10) days' notice from a majority of the Board, or by the Owners representing at least one-third (1/3) of the total voting power of the Association as set forth in Section 6.c below.

c. On matters put to a vote of the Association membership, there shall be one (1) vote per Residential Lot, except that (i) a Residential Lot improved with more than one Home (to the extent allowed in the future as contemplated by Section 16.c below) shall have one (1) vote per Home, and (ii) Declarant shall have five (5) votes for each Lot it owns. The presence in person or by proxy of the Owners holding a majority of the voting power in the Association shall constitute a quorum. Unless otherwise expressly provided herein, any

action may be taken by a majority of a quorum. In the event a quorum is not present at any meeting of the Association membership, another meeting may be called by notice from the Board.

7. Powers of the Board. Except as expressly otherwise provided by the Association's articles of incorporation or this Declaration or otherwise required by law, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in the Board and its officers under the direction of the Board and shall not be subject to any requirement of approval on the part of the Owners. Without limiting the foregoing, the Board, acting in accordance with Section 5 above, shall have the following powers:

- a. To levy Assessments as set forth in Section 10 below.
- b. After giving at least ten (10) days prior written notice to all Residential Lot Owners, to adopt rules and regulations governing the use, maintenance and administration of the Common Elements and the Residential Lots for the health, comfort, safety, and general welfare of the Owners and for the protection of property values.
- c. To enter into contracts on behalf of, and to purchase or secure in the name of, the Association any materials, supplies, insurance, equipment, fixtures, labor, services, and advice required by the terms of this Declaration, or which in its reasonable opinion shall be necessary or proper for the operation or protection of the Association and the Residential Lots.
- d. To enter upon, and to have its contractors, subcontractors and agents enter upon, the Common Elements and the exterior of any Residential Lot as may be required to exercise all of the rights and obligations granted to or imposed upon it pursuant to this Declaration.
- e. To maintain one or more bank accounts (granting authority as the Board shall desire to one or more Persons to draw upon such accounts), and generally, to have all the powers necessary and incidental to the operation and management of the Association.
- f. To procure appropriate casualty and liability insurance policies for the Association, the Board, and the Common Elements.
- g. To borrow money on behalf of the Association provided, however, that the Board shall not secure any such borrowings by encumbering any part of the Property or any Lots. The Board shall, however, have the power to secure such borrowings by pledging and granting a security interest in the Assessments due the Association hereunder.
- h. To enter into a contract for the management of the Residential Lots and Common Elements with a professional manager or management company on such reasonable terms as the Board shall determine; provided that any such contract shall have a term not to exceed two years and shall be terminable by the Association with cause upon not more than thirty (30) days written notice.

- i. To lease or acquire and hold the Water Rights, the Roadway, and other real and personal property constituting Common Elements.
- j. To take such other action as may be required to enforce the provisions of this Declaration and the rules and regulations made herein.
- k. To exercise any and all other powers, rights, and authorities of a non-profit corporation under Montana law for the common benefit of the Property and the Owners.

8. Maintenance Responsibilities of the Association and the Owners.

a. Common Elements. The Association, at its expense, shall be responsible for the operation, maintenance, repair, and replacement of all Common Elements, and keeping all Common Elements in good order and repair, including, without limitation:

- i. regular snow removal from the Roadway;
- ii. maintaining, repairing, and replacing, as necessary, the paving and gravel improvements to the Roadway;
- iii. maintaining, repairing, and replacing, as necessary the gravel improvements to the trail;
- iv. carrying out and enforcing Weed Management and Revegetation Plan attached hereto as Exhibit "B" (without limiting the Owners' individual obligation to maintaining their Lots in accordance with such plan);
- v. maintaining, repairing, and replacing, as necessary, the Irrigation System, and providing water for irrigation to the Property (except the Commercial Lot) in accordance with the restrictions set forth in Section 15 below;
- vi. maintaining, repairing, and replacing, as necessary, the fire cisterns serving the Property in accordance with the Fire Suppression Plan attached hereto as Exhibit "C"; and
- vii. maintaining, repairing, and replacing, as necessary, all storm water management improvements and facilities serving the Property.

b. Responsibility of Owners. Except for those improvements which are the Association's responsibility as provided in Section 8.a above, each Owner shall be solely responsible for, at such Owner's expense, all maintenance, repair and replacement of such Owner's Lot and the Home(s) constructed thereon, including, without limitation, all buildings, landscaping, fencing, driveways, walkways, irrigation lines, utility facilities, and all other improvements, fixtures, finishes, furnishings and equipment upon or within such Owner's Lot or serving such Owner's Lot or Home exclusively. Each Owner shall keep his or her Lot and Home(s) in good order and repair including, without limitation, repainting and replacing elements of any improvements in disrepair and keeping landscaping and lawns properly trimmed. Each Owner shall maintain his or her Lot in

conformity with the Montana County Weed Control Act and the Weed Management and Revegetation Plan attached hereto as Exhibit "B". In addition, without limiting the Association's rights, each Owner shall be responsible for any damage to any Common Elements caused by such Owner or such Owner's tenants, guests, invitees, or licensees.

c. Limitation of Association Liability. Nothing contained in this Declaration shall be construed to impose a contractual liability upon the Association for maintenance, repair or replacement of the Common Elements or any other portion of the Property, but the Association's liability shall be limited to damages resulting from gross negligence or willful misconduct. Further, no Owner shall have a claim against the Association for any work ordinarily the responsibility of the Association, but which the Owner has performed or paid for, unless such an arrangement shall have been duly approved in advance by the Board.

9. Liability of Declarant, the Board and Officers. None of Declarant, the Directors or the officers of the Association shall be liable to the Association or the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever, and, to the fullest extent permitted by law, the Association and the Owners shall indemnify, defend and hold harmless Declarant and each of the Directors and officers of the Association from and against, all claims, demands, costs, fees, suits, judgments and other liabilities arising out of acts or omissions of Declarant, the Directors or the officers of the Association acting pursuant to this Declaration, unless such act or omission is found by a court of competent jurisdiction to be ineligible for indemnification under applicable law.

10. Assessments.

a. In General; Lien for Assessments. Each Owner, by acceptance of a deed to, or other interest in, a Residential Lot, whether or not it shall be so expressed in any such deed or other conveyance for such Residential Lot, hereby covenants and agrees to pay Assessments and other costs and fees levied pursuant to this Declaration. Such Assessments, costs, and fees, not paid when due, together with interest thereon at the rate of twelve percent (12%) per annum, late fees in the amount of five percent (5%) of the total amount past due, and costs of collection (including, without limitation, attorneys' fees incurred in respect thereto whether or not suit shall be instituted), shall be a charge and a continuing lien upon the Residential Lot against which such levy is made.

b. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the health, safety and welfare of the Owners of Residential Lots and, in particular, for (i) payment of Common Expenses; (ii) the establishment of such reasonable reserves as the Board deems appropriate; (iii) the performance of the duties of the Board as set forth in this Declaration, including the enforcement of the provisions thereof; and (iv) in general, carrying out the purposes of the Association as stated herein and in the articles of incorporation of the Association.

c. Annual Assessments. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the Common Expenses for the ensuing calendar year (which estimate shall include a reasonable amount considered by the Board to be desirable

0127027

for reserves). Such amount shall be apportioned among all Owners of Residential Lots in proportion to their voting power as provided in Section 6.c above (and subject to 10.j below), and adjusted from time-to-time as necessary to reflect the completion of Homes on Residential Lots. The Board may elect to bill Owners for annual assessments monthly, quarterly, or semi-annually. This assessment shall initially be set at \$375.00 per Residential Lot for the year beginning January 1, 2023.

d. Special Assessments. The Board may at any time or from time-to-time levy special assessments for the purpose of defraying, in whole or in part, the cost incurred by the Association for any repair, replacement, maintenance, service, labor or materials not provided for in the annual assessment for the then current calendar year. Special assessments may be approved by an affirmative vote of two thirds (2/3) of the voting power in the Association at an annual or a special meeting of the Association membership. Special assessments shall be apportioned in the same manner as annual assessments.

e. Specific Assessments. The Board shall have the power to levy specific assessments against a particular Residential Lot and the Owner(s) thereof (i) to cover costs incurred in bringing a nonconforming Residential Lot into compliance with this Declaration or any rules or regulations of the Association; and/or (ii) to cover costs or liabilities incurred as a consequence of the conduct of such Owner(s).

f. Nonpayment of Assessments. Any Assessment which is not paid when due shall be deemed delinquent, with no requirement for notice to the delinquent Owner. If an Assessment is not paid within five (5) days after the delinquency date, such Assessment shall be subject to interest and late fees as provided in Section 10.a above from the delinquency date. If an Owner fails to pay when due any Assessment, charge, fee, cost, or other amount authorized to be charged to the Owner hereunder, such amount shall constitute a default hereunder and a lien on the Lot of such Owner. The Board shall, in the name of and on behalf of the Association, have all rights and remedies to enforce collection as permitted by law, including bringing an action at law or in equity against such Owner and foreclosing the aforesaid lien. All expenses of the Association in connection with such action or proceedings, whether or not suit shall be instituted, including attorneys' fees and court costs and other fees and expenses, shall be charged to and assessed against such Owner (and shall constitute a personal liability of such Owner) and shall be added to and deemed part of that Owner's Assessment.

g. Subordination of Lien to Mortgage. The lien for Assessments provided for herein shall be subordinate to the lien of any prior, recorded first mortgage or trust deed on a Lot made to any bona fide lender not related to or affiliated with the Owner of said Lot, except for the amount of any Assessments which becomes due and payable from and after the date such lender obtains title to or possession of such Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such transfer of title or possession shall not relieve any Owner from personal liability for any Assessments.

h. Failure to Levy or Notify. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments.

- i. No Withholding of Payment. No Owner shall be entitled to withhold, offset, or abate Assessments for any reason without prior approval of the Board. Specifically, but without limitation, no Owner shall withhold Assessments due to interruption to services or due to an Owner's failure or refusal to benefit from Common Elements or Association services.
 - j. Commencement of Assessments. The obligation for Assessments with respect to each Residential Lot commences upon the sale or transfer of such Residential Lot by the Declarant to any Person not succeeding to the rights of Declarant hereunder. The obligation for Assessments related to the construction of more than one Home on a Residential Lot (to the extent allowed in the future as contemplated by Section 16.c below) commences upon the issuance of a certificate of occupancy for each such Home. Notwithstanding any provision of this Declaration to the contrary, Lots owned by Declarant are not subject to Assessments.
11. Easements. Declarant hereby declares, grants, and establishes the following non-exclusive, perpetual easements:
- a. Use of Common Elements. Subject to the provisions of this Declaration and the rules and regulations that may be adopted by the Board from time to time (which rules may include, without limitation, restrictions on the nature and extent of permitted uses of the Common Elements), the Declarant, the Association, and each Owner shall have the non-exclusive right to use the Common Elements for their intended purposes in common with all other Owners.
 - b. Easement for Maintenance and Enforcement. A blanket easement over the Property (excluding the Commercial Lot) is hereby granted in favor of Declarant and the Association for the purpose of exercising their respective rights and performing their respective duties under this Declaration. The authorized representatives of Declarant and the Association or the Board, or of the management company for the Residential Lots, shall be entitled to reasonable access to, over and through the Common Elements and Residential Lots (but not the interior of any Home) as may be required in connection with the operation, maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving the Common Elements.
 - c. Utilities. Subject to review and approval of utility facility plans by the Declarant or the Board, as applicable, an easement is hereby granted in and to the Common Elements in favor of utility companies for purposes of providing the Property with necessary and appropriate utility services, including a right of reasonable access in the Common Elements to install, operate, maintain, repair, and replace facilities providing such services. The Owner of each Lot shall be responsible for and shall pay when due all utility connection and service charges for such Lot including, without limitation, charges for water, sewer, electricity, natural gas, telephone, internet, and cable television.
 - d. Public Access and Utility Easements Depicted on the Plat. Unless otherwise specified on the Plat, any public access or utility easement depicted on the Plat shall be non-exclusive, and the party exercising the easement rights granted shall do so solely at its

own risk. None of the Declarant, the Board, or the Association shall assume any responsibility or liability to any party using a public access or utility easement granted on the Plat.

12. Covenants, Conditions, and Restrictions on Use. The Property shall at all times be subject to the following covenants, conditions, and restrictions on use:

a. Use of Commercial Lot. The Commercial Lot may be used for any lawful use. Such use shall at all times comply with applicable restrictions on the maximum number of employees imposed by the Department of Natural Resources and Conservation relative to water usage on the Commercial Lot.

b. Use of Residential Lots. All Residential Lots shall be used for residential purposes, and no business, trade, or commercial or industrial activity of any kind or description shall be conducted thereon, other than lawful home occupations that are not advertised with signage on the Property and, with the exception of duly licensed children's daycares, do not involve clients or customers visiting a Home. The Board of Directors is authorized to require any member to cease the operation of any such business if the board determines that the business has a greater than minimal impact on the other members.

c. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which constitutes a substantial annoyance or nuisance to the Owners.

d. Trash and Garbage. No part of the Property shall be used or maintained as a dumping ground, nor shall any salvage, rubbish, trash, garbage, or other waste be allowed to accumulate except in sanitary containers which shall be emptied on at least a weekly basis by a local garbage collection firm. All garbage shall be stored in containers of metal, plastic, or other suitable material which have sufficiently tight-fitting covers to prevent entrance by animals. All trash receptacles shall be kept indoors or in wildlife-proof containers only.

e. Parking. No vehicles shall at any time be placed or parked in the Roadway or any other private or public access easement. Disabled vehicles shall not be allowed to be permanently parked or remain on any part of a Lot for more than one month. Trucks exceeding one-ton capacity, semi-tractors, semi-trailers, mobile homes, equipment, unsightly vehicles, recreational vehicles such as motor homes, travel trailers, fifth wheel trailers, pickup truck campers, boats, snowmobiles, or utility trailers are not permitted to be parked on the Roadway, upon any other private or public access easement, or upon the front yard of any Residential Lot.

f. Outdoor Storage. The plans for detached garages, workshops, storage sheds, or other accessory buildings shall be subject to approval of the Appearance Review Committee.

g. Animals. No more than four household pets may be kept on each Residential Lot. No animals shall be permitted or allowed to run at large and must be kept on a leash or other appropriate restraining device at all times when not on their owner's property. Any

0127027

kennel must be located in the backyard area, out of sight from other Lots. Dogs should be kept inside, or in an enclosed structure when not under the direct supervision of its owner. No commercial livestock, breeding, or boarding operation may be maintained on any Residential Lot. Excessive barking will be considered a nuisance. Pet food shall be stored indoors.

h. Temporary Dwellings. No structure of a temporary character shall be constructed, placed, or used on any Residential Lot at any time as a residence or otherwise, nor shall any building be occupied for residential purposes until it is completely finished in accordance with the plans approved by the Appearance Review Committee. Campers, trailers, mobile homes, or recreational vehicles shall not be used as either permanent or temporary dwellings. Nothing herein shall prohibit Declarant from maintaining construction trailers and other temporary structures on the Property during development and construction of the Project.

i. Wood Burning Devices. Wood stoves are permitted, provided they are properly maintained and regularly serviced in accordance with applicable Mineral County guidelines.

j. Signs. No advertising signs, billboards or unsightly objects shall be erected, placed or permitted on any Residential Lot, excepting customary realty signs and political campaign signs that are placed not more than thirty (30) days prior to, and removed not more than three (3) days following, the date of the election to which such signs pertain. All signs shall be subject to applicable County regulations. Nothing herein shall prohibit Declarant from installing and maintaining any type or number of signs relating to the development, marketing, or sale of the Property, any Lot therein, or any other part thereof.

k. Mining. No mining or mineral removal activity, including the removal of topsoil, gravel or sand, shall be permitted on the Property except for as necessary for construction of the Project.

l. Wildlife. The Declarant advises the Owners of the potential problems associated with the occasional presence of bears, mountain lions, deer, and other wildlife. Owners are required to confine their pets and to properly store garbage and other items that might attract wildlife. Artificial feeding of wildlife is prohibited. Owners should refer to Montana Fish Wildlife and Parks brochure, entitled "Living with Wildlife" and exert their best efforts to adhere to the information and practices provided therein.

m. RSID/SID Waiver. 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 streets within this subdivision, including but not limited to paving, curbs and gutters, non-motorized facilities, street widening and drainage facilities.

n. Weed Management. The Owner of each Lot which is not in immediate development or does not have improvements being constructed thereon is responsible to maintain such Lot in compliance with the Montana's Noxious Weed Control Act and the Weed

Management and Revegetation Plan attached hereto as Exhibit "B". This provision may not be amended or deleted without governing body approval.

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

p. Obstructions. Gateposts or other fencing shall not be constructed in road easements without prior approval of the governing body.

13. Home Construction. The following regulations shall apply to the construction of Homes and all other improvements upon the Property:

a. Zoning and Building Regulations. All structures erected or placed on Residential Lots shall comply in all respects with applicable zoning and building regulations and all other applicable laws. To the extent such regulations and laws impose requirements that are stricter than the corresponding requirements set forth in this Declaration, such stricter requirements are hereby incorporated into this Declaration and shall govern and control.

b. Type of Residential Structures. No residential structures shall be erected, altered, placed, or permitted to remain on any Residential Lot other than one single-family detached Home per Lot, subject to the provisions of Section 16.c below. All Homes shall be constructed of new materials. However, suitable used materials or recycled materials, such as used brick or beams, may be utilized for aesthetic purposes but must have prior approval by the Appearance Review Committee.

c. Detached Single-Family Home Size. The minimum footprint of each detached single-family Home, exclusive of open porches and garages, shall not be less than 1,200 square feet for a one-story Home, or less than 1,100 square feet for a two-story Home. The maximum height of each Home shall not exceed thirty feet (30').

d. Minimum Setbacks. All primary residential structures shall be set back at least thirty feet (30') from Lot lines.

e. Garages and Carports. Garages and Carports may be attached to the Home or constructed as a detached structure. All garages must be constructed with materials and design standards and color schemes similar to and compatible with those of the Home they serve.

f. Seeding and Planting. Provided that the irrigation water system has been completed and is operational, then within six (6) months of the completion or occupancy of each Home, whichever occurs first, the Owner thereof shall seed, plant and landscape the Lot in accordance with policies and guidelines of the Association and the Appearance Review Committee (including, without limitation, planting a minimum of three 25 gallon or bigger

0127027

trees per Lot) per plans approved by the Appearance Review Committee. Owner(s) are required to reseed any ground disturbed by construction, cutting, filling, landscaping, grading, or other soil disturbances (with an approved seed mixture) in accordance with Mineral County Weed Policy.

g. Fences. No fence shall be allowed in the front of any Home. No fence shall be placed outside of a property line. The height of such fences shall be no greater than six feet (6'). Installation and maintenance shall be in conformance with existing County regulations. The Appearance Review Committee may approve of reasonable and minor departures from these fencing standards in limited instances if the proposed fencing will not create an eyesore or obstruct scenic views.

h. Grade. All buildings shall be situated such that the finished grade has positive drainage away from buildings.

i. Utilities, Wiring, and Antennas. All utility service lines serving Residential Lots shall be located underground. No exterior television or radio antennas, or satellite dishes larger than one meter in diameter shall be placed or permitted to remain on any Residential Lot and shall be located so as to be as inconspicuous as possible, at such locations as approved by the Appearance Review Committee.

j. No Mobile or Manufactured Homes. All buildings or structures must utilize a concrete foundation. No previously used buildings or structures, whether intended for the use in whole or in part as the Home or as a garage or other building or structure shall be moved upon any Residential Lot. No mobile homes, either double or single wide, or other manufactured homes constructed primarily away from the Residential Lot on which they would be situated, shall be permitted, except that the Appearance Review Committee may approve of modular homes constructed of high-quality materials comparable to residential structures constructed in place.

k. Radon Mitigation. The EPA has designated the Mineral County as an area having a high radon gas potential (Zone 1). Therefore, the Mineral County Health Department recommends that all new residences incorporate radon resistant construction features.

l. 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, contrasting with background color, and shall otherwise comply with applicable County, fire district, and USPS requirements.

14. Appearance Review Committee.

a. Appointment. Upon the Turnover Date, the Board shall appoint an Appearance Review Committee to responsibly and reasonably judge the intent of these restrictions and the conformity of the submitted plans and specifications to this Declaration. The members of the Appearance Review Committee shall serve without compensation, provided, however, where the Board determines that there are not a sufficient number of Owners who have the requisite experience and are willing to serve on the Appearance Review Committee, then the Board may approve of the payment of reasonable compensation

(which shall constitute Common Expenses) to Persons who are not Owners but who have the requisite expertise and are willing to serve on the Appearance Review Committee. In the event the Association does not establish and Appearance Review Committee, then the Board of Directors shall serve the functions described herein.

b. Submission of Plans and Specifications. No site work or preparation shall be commenced, no building or other structure shall be started, constructed, installed, erected, or maintained on any Residential Lot, nor shall any addition, renovation or remodeling thereto or change or alteration therein, be made, until complete Plans and Specifications therefor have been submitted to and approved in writing by the Appearance Review Committee. Such plans and specifications shall include the following (collectively, the “Plans and Specifications”):

- i. a dimensioned site plan including the Residential Lot boundaries and the location of all existing and proposed structures, improvements, walkways, driveways, and parking areas;
- ii. a site grading and contour plan;
- iii. a utility plan showing the location of all existing and proposed utility facilities serving the Residential Lot;
- iv. schematic floor plans with dimensions and floor areas;
- v. elevations of all sides of each structure including specifications for all exterior building materials, fixtures, finishes, and colors;
- vi. examples of exterior siding, paint and stain, roofing and other exterior building materials. Samples may be requested if deemed necessary by the Appearance Review Committee;
- vii. a landscaping plan, including any required street trees;
- viii. such other information as the Appearance Review Committee may reasonably request in order to properly review the project for compliance with this Declaration.

c. Standard of Review. The Plans and Specifications shall conform to any design guidelines that may be established and amended by Declarant (or the Board, following the Turnover Date) from time to time, and the Subdivision Regulations of Mineral County. Any application for approval submitted to the Appearance Review Committee shall include an itemized statement from the Owner’s architect detailing how the Plans and Specifications conform to such design guidelines.

d. Review of Plans and Specifications. The Appearance Review Committee may require the payment of a reasonable application fee for review of Plans and Specifications, which shall be deposited into the Association’s general fund. Approval or disapproval by the Appearance Review Committee shall be in writing. A denial shall be accompanied by

specific reasons for such denial. If the Appearance Review Committee fails to approve or deny a written request for approval within sixty (60) days of the submission of all required Plans and Specifications and payment of required fees, then the Appearance Review Committee shall be deemed to have approved the submitted Plans and Specifications. The Appearance Review Committee shall not be liable to any Owner for any damage, loss or prejudice suffered as a result of the performance by the Appearance Review Committee of its responsibilities hereunder, provided the Appearance Review Committee has acted in good faith. The Appearance Review Committee will not review the Plans and Specifications for, and shall have no liability whatsoever relating to, compliance with applicable codes and regulations, the quality of design or materials, the adequacy of space or facilities, the integrity of structures or enclosures, or the existence of design or construction defects.

e. Construction. All construction shall be undertaken in substantial conformance with the Plans and Specifications approved by the Appearance Review Committee. Any material changes to or departures from the Plans and Specifications following approval by the Appearance Review Committee shall require review and approval of the Appearance Review Committee according to the procedures provided for in this Declaration.

15. Irrigation System and Water Rights.

a. The Association has secured rights that allow for irrigation water to be provided as a benefit to all Residential Lots and shall lease or own and shall be responsible for the operation, maintenance, repair, and replacement, as necessary, of the Irrigation System. The Irrigation System shall serve the Property, including all Residential Lots (and excluding the Commercial Lot), in accordance with the following restrictions. Irrigation must occur on a rotation on an "every other lot" basis, such that no more than eighteen (18) Residential Lots may be irrigated on any one day, so as to limit the use of water consistent with the Water Rights. The Irrigation System must be professionally winterized each fall and re-activated each spring, with an irrigation season of approximately May 1st through October 1st. In connection with winterization, pumps must be removed from the Clark Fork River and main irrigation lines must be drained of water. Given that the Association has secured rights to provide irrigation water to all Residential Lots, Owners are advised to use their wells for domestic water only and not irrigation.

b. Other than the Water Rights, all other water rights have been or will be severed from the Property (including, without limitation, any and all other water rights in the Clark Fork River and any and all water rights in Limestone Spring). No Owner shall have any claim to any water rights related to the Property, and each Owner hereby agrees to cooperate with the Declarant and the Board, and, at the Declarant's or the Board's request, to execute such transfer instruments as may be necessary, to allocate, transfer, and/or sever water rights in the manner stated in this Declaration. At the Declarant's request, the Association shall quit claim and transfer to the Declarant any and all water rights not necessary to serve the Project with adequate domestic and irrigation water.

16. Reserved Rights of Declarant. Without limiting any other rights of Declarant provided by this Declaration or by law, Declarant hereby expressly reserves the following rights.

a. Until the Turnover Date, all rights, titles, powers, privileges, trusts, duties, and obligations vested in or imposed upon the Board shall be held and performed solely by the initial Board designated by Declarant in accordance with Section 5.

b. Notwithstanding any provision of this Declaration to the contrary (other than the provisions of Section 17.d.iii below requiring the County's approval of amendments), until the Turnover Date, Declarant reserves the right and power to prepare, execute, and record amendments to this Declaration (i) to correct clerical or typographical or similar errors in this Declaration or any exhibit hereto; or (ii) to make any other changes to this Declaration which do not materially and adversely affect the rights or responsibilities of any Owner.

c. Only single-family Homes are currently allowed on the Residential Lots per the allocation of existing water rights. Notwithstanding any provision of this Declaration to the contrary (other than the provisions of Section 17.d.iii below requiring the County's approval of amendments), until the date upon which Declarant no longer owns any of Lots 17, 18, or 19, Declarant and its successors and assigns reserve the right to pursue additional water rights, County approvals, and other approvals or rights necessary for the development and construction of multi-family residential buildings on one or more of said Lots, and the right upon securing such approvals and rights to prepare, execute, and record an amendment to this Declaration to include multi-family dwellings within the definition of "Home" and to otherwise allow multi-family residential buildings on Lots 17, 18, and/or 19, subject to any conditions that may be imposed by the County or other governmental agencies. Each Owner hereby acknowledges and agrees to the potential development and use of Lots 17, 18, and/or 19 with multi-family residential improvements and uses.

d. In furtherance of the powers of the Declarant set forth in subsections "c" and "d" above, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to the amendments by said subsections on behalf of each Owner as proxy or attorney in fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute, and record such amendments.

e. Nothing in this Declaration shall be construed to prohibit Declarant (including its contractors, employees, and agents) from undertaking any activity upon, or use of, the Property or any portion thereof in furtherance of development and disposition of the Project including, without limitation, activities related to advertising, construction, demolition, excavation, grading, maintenance, marketing, planning, surveying, sales, and leasing. To the extent any provision of this Declaration could be construed to limit any such activity by Declarant upon the Property or any portion thereof, Declarant shall be deemed to be exempt from such limitation.

17. General Provisions.

a. Manner of Giving Notices. Notices provided for in this Declaration to be given to the Board or Association shall be in writing and addressed to the address of each member of the Board or at such other address as otherwise provided herein. Unless otherwise provided in this Declaration, notices provided for in this Declaration to any Owner shall be in writing and addressed to the same address to which tax bills for such Owner's Lot are mailed, as reflected in the online records of the Montana Department of Revenue. Any Owner may designate a different address or addresses for notices by giving written notice thereof to the Association. Notices addressed as above shall be deemed delivered two (2) business days after deposit with the United States Postal Service for delivery by certified mail, return receipt requested, or with a reputable overnight courier service such as FedEx or UPS for overnight or 2nd day delivery.

b. Partial Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

c. Term; Perpetuities and Other Invalidity. This Declaration shall continue in effect in perpetuity. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of the rule against perpetuities, the rule restricting restraints on alienation, or any other statutory or common law rules imposing time limits, then such provision shall continue for so long as permitted by law.

d. Amendments. Subject to the Declarant's rights as set forth in Section 16 above and the remaining provisions of this Section 17.d, this Declaration may only be amended or terminated by a written instrument that is:

- i. approved at a regular or special meeting of the Association membership by the affirmative vote of the Owners having, in the aggregate, at least three fourths (3/4) of the voting power in the Association (written notice of such meeting, including a detailed description of the proposed amendment, must be given to all Owners at least thirty (30) days in advance of such meeting); and
- ii. approved in writing by the Owner of the Commercial Lot if such amendment would have any material effect on the rights, powers, duties, or obligations appertaining to the Commercial Lot or the Owner thereof under this Declaration.

No amendment shall change the quorum or voting requirements for action by the Association or liability for Common Expenses assessed against any Lot without the written consent of all Residential Lot Owners. No amendment to this Declaration may remove, revoke, or modify any right or privilege of Declarant without the prior written consent of Declarant.

0127027

In addition, this Declaration may not be repealed or amended without prior written consent of the Board of Mineral County Commissioners.

e. No Waivers. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

f. Enforcement. The Association, 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. 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 attorneys' fees.

In addition, the Board of Mineral County Commissioners is a party to this Declaration and may enforce its terms.

[The remainder of this page is intentionally left blank.]

0127027

IN WITNESS WHEREOF, Declarant has executed this Declaration on the Effective Date.

TR DEV CORP., a Montana corporation

By: [Signature]

Name: SHANNON LEVENSON

Title: SECRETARY/TREASURER

STATE OF _____)

) SS

COUNTY OF _____)

By: [Signature]

Name: DAVID LEVENSON

Title: President

Acknowledged before me this _____ day of _____, 2023 by SHANNON & DAVID LEVENSON as the Secretary and President of TR Dev Corp., a Montana corporation.

Notary Public for the State of _____

Printed Name: _____

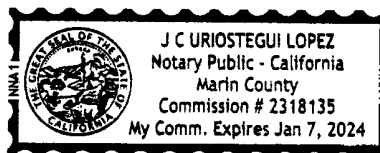
Residing At: _____

My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of MARIN) ss.

On 02/08/2023 before me, J C URIOSTEGUI LOPEZ, Notary Public, personally appeared SHANNON LEVENSON and DAVID LEVENSON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



[Signature]

0127027

**EXHIBIT A
PLAT APPROVAL CONDITIONS**

[attached]

0127027



MINERAL COUNTY BOARD OF COMMISSIONERS

PO Box 550
300 River Street
Superior, MT 59872
Phone (406) 822.3577
Fax (406) 822.3552
mccommissioner@co.mineral.mt.us

February 18, 2022

Dave Levenson
TR Development Corp
524 San Anselmo Ave. #123
San Anselmo, CA 94969

Re: Conditional Preliminary Plat Approval for Lower Meadows Major Subdivision

Dear Mr. Levenson,

The Mineral County Commissioners met in regular session on January 7, 2022 at 10:00 a.m. to consider the Lower Meadows Major Subdivision. The proposed subdivision was reviewed and recommended for conditional preliminary plat approval to the governing body by the Mineral County Planning Board. The recommended conditions for preliminary plat approval have been proposed to ensure that the subdivision is in conformance with the Montana Subdivision Platting Act, has legal and physical access, minimizes impact to the environment, and the lot owners are made aware of various Mineral County and State of Montana regulations.

Lower Meadows is a proposed major subdivision consisting of 35 individual lots to be used for residential homes with 1 light commercial lot, for a total of 36 lots. The property is located in a portion of Government Lots 11, 12, 13, and 14, and the Northeast One-Quarter of the Southwest One-Quarter of Section 1, and Government Lots 9 and 16 of Section 2, lying South of Adams Street and North of Interstate 90, located in Township 14 North, Range 23 West, P.M.M. The subdivision would result in 35 residential lots and 1 light commercial lot. The 36 lots range in size from 0.7 acres to 1.5 acres. The lots are proposed to install individual onsite wells and individual onsite sewage treatment and disposal system.

Road access is provided to the residential lots within the subdivision through the proposed road. The commercial lot will access directly from Adams Street. A five foot wide gravel pedestrian access path is proposed along the proposed subdivision road on its north side.

The subdivider and owner of the property is Dave Levenson of TR Dev Corporation, located in San Anselmo, CA. The agent is Paul Forsting of IMEG.

A pre-application meeting was held on January 21, 2021 for a proposed 36 lot major subdivision. The Mineral County Environmental Health and Planning Department received the signed application for

the above-referenced subdivision on June 10, 2021. The element review was completed on June 17, 2021. The Lower Meadows Major Subdivision application was determined sufficient on October 12,

0127027

2021, and this started the 60-day review period for the governing body to conditionally approve or deny the subdivision. A public hearing was held on November 15, 2021 for the Mineral County Planning Board to consider the proposal. Notice of the public hearing was published on November 3rd and November 10th, 2021. Adjoining Land Owner notices were sent on October 29, 2021.

Compliance with the Subdivision Regulations for Mineral County and the Towns of Alberton and Superior have been met. Compliance with the Growth Policy for Mineral County and the Towns of Alberton and Superior have been met.

Conditions of Preliminary Plat Approval:

All of the following conditions must be met prior to final plat approval:

1. The final plat and associated documents and plans, as well as all related improvements for the subdivision, shall meet all applicable design and improvement standards and other requirements of the MCSR and ARM.
2. The applicant is proposing to provide cash in lieu of parkland dedication. A recent appraisal of the value on a per acre basis is \$6,700. Based on the MCSR calculations for dedication \$15,008 would be required at the time of final plat application.
3. The proposal shall be reviewed by the Mineral County Environmental Health and Planning Department for water supply, sewage disposal facilities, storm water runoff, and solid waste with final review by the Montana Department of Environmental Quality (DEQ). The Certificate of Subdivision Approval shall be filed with the plat.
4. Covenants that must include declarations of maintenance agreements or some other form of maintenance plan for the interior subdivision pedestrian trail shall be recorded with the final plat. The covenants must include future maintenance costs to be shared equitably and provide for private enforcement. The covenants must be filed with the final plat.
5. Covenants that must include declarations of maintenance agreements or some other form of maintenance plan for the subdivision irrigation system shall be recorded with the final plat. The covenants must include future maintenance costs to be shared equitably and provide for private enforcement. The covenants must be filed with the final plat.
6. The current and future lot owners shall waive their rights to participate in future improvements to Adams Street in proportion to their impact on the sections of road utilized. Language such as the following shall be printed on the face of the final plat:
"Acceptance of a deed for a lot within this subdivision shall constitute a waiver of any right of the lot owner to protest a future Rural Special Improvement District/Special Improvement District for improvements to Adams Street, including, but not limited to, paving, bridge upgrade, the installation of drainage facilities, curbs and gutters, pedestrian walkways or bikeways, based on benefit; the waiver shall run with the land and shall be binding on the transferees, successors and assigns of the owners of the land.
7. Covenants that must include declarations of maintenance agreements or some other form of maintenance plan for the interior subdivision road shall be recorded with the final plat.

0127027

The covenants must include future maintenance costs to be shared equitably and provide for private enforcement. The covenants must be filed with the final plat.

8. A road approach permit must be obtained from the Montana Department of Transportation (MDT) for all three approaches onto Adams Street. The MDT must verify that the road approach meets their standards prior to final plat application.
9. Stop signs will be installed at each intersection of the interior subdivision road and Adams Street.
10. The road construction plans and specifications must be submitted for review to the Mineral County Environmental Health and Planning Department. The name of the engineer that will certify that the proposed road has been constructed to Mineral County standards must be provided prior to site work on the proposed subdivision. Certifications by the designing engineer that the road was built according to plans and certifications will be provided prior to final plat. Bonding for road construction shall be 125 percent of a qualified bid that is acceptable to Mineral County if road improvements are not completed prior to final plat. The location of the road signs shall be designated on the road plans.
11. The new roads will be paved in accordance with the Mineral County Road standards.
12. All new electrical utilities serving the lots must be installed prior to final plat. All new electrical utilities must be placed underground to reduce the potential for ignitions in forested areas wherever practical.
13. Right-to-farm language shall be placed on the face of the plat notifying prospective lot owners of surrounding agricultural practices, which can be offensive to residents of the subdivision. The language shall state lot owners waive any right to protest offensive activities associated with normal agricultural practices.
14. An open range statement shall be placed on the face of the final plat. The statement shall inform prospective lot owners that they will be responsible for any fencing to keep livestock out of their lots and that the surrounding area is open range.
15. Gateposts or other fencing shall not be constructed in road easements without prior approval of the governing body.
16. The developers shall donate \$100 per lot to the Mineral County Sheriff's Department to be dispersed by the Mineral County Treasurer at time of final plat.
17. The Fire Prevention and Control Plan must be implemented before the governing body will approve the final plat, and will be considered part of the subdivider's obligations for land development. The local fire chief, or designee, will inspect and approve the implementation of the Fire Prevention and Control Plan. The plan will not be considered fully implemented until the fire chief has given written notice to the governing body or Planner that the Plan has been completed as approved by the governing body. The Fire Prevention and Control

0127027

Plan must include all necessary items as describe in Section 6.18 Fire Protection of the MCSR.

- 18.** A water supply of 20,000 gallons for storage for fire prevention must be provided for in accordance with the Frenchtown Rural Fire Chief and must be installed prior to final plat approval. Tanks may be installed subsurface to prevent freezing.
- 19.** The pedestrian trail construction plans and specifications must be submitted for review to the Mineral County Environmental Health and Planning Department. The name of the engineer that will certify that the proposed trail has been constructed to Mineral County standards must be provided prior to site work on the proposed subdivision. Bonding for the trail construction shall be 125 percent of a qualified bid that is acceptable to Mineral County if trail improvements are not completed prior to final plat. The designing engineer will certify that the path was built according to plans and specification prior to final plat. As-built plans will be provided by the designing engineer prior to final plat.
- 20.** The developer will be responsible for the cost of cluster mailboxes and installing the concrete pad for box installation. The Postal Service requests that plans be submitted for review. Snow removal around the mailboxes shall be the responsibility of the Lower Meadows home owner's association. If it is determined by the US Postal Service that individual mailboxes are allowed then a cluster mailbox may not be necessary.
- 21.** The legal and physical access for the proposed lots within the subdivision will be noted as public easements on the face of the plat.
- 22.** All taxes assessed must be paid in full prior to filing of the final plat in accordance with 76-3-611(1)(b), MCA. The Mineral County Treasurer shall sign the plat verifying that the taxes and special assessments assessed and levied on the land have been paid.
- 23.** A title report (or title abstract), dated no less than 30 days prior to the date of submittal, shall be submitted with the final plat application in accordance with Section 2.2.2.1 of the MCSR. If any of the property has a mortgage or lien, a "consent to plat" form must be signed by the holders of said mortgage or lien and the "consent to plat" form filed with the final plat.
- 24.** The Mineral County Environmental Health Department reserves the right to have the County Attorney review and approve the title report prior to final plat review by the Board of Mineral County Commissioners.
- 25.** The title report shall be filed with the final plat.
- 26.** The developer shall pay \$950.00, plus \$85.00 per lot, for final plat review and approval (or the fee as adopted at time of filling). The fee shall be paid to the Mineral County Treasurer.
- 27.** In lieu of rural addressing plan for the subdivision, the final plat shall include language to inform any future lot owners that an address must be assigned by the Mineral County

0127027

Environmental Health and Planning Department in compliance with the Mineral County Addressing Standards.

28. The subdivider shall provide a Weed Management Plan developed in accordance with Section 7 of the MCSR and approved by the Mineral County Weed Board to the Mineral County Environmental Health and Planning Department prior to final plat approval. The approved, signed plan, shall be filed with the final plat.
29. Conditions that are met through language on the face of the plat or other documents filed with the final plat shall provide Mineral County the ability to enforce the terms of the language and require governing body review and approval prior to modification or repeal of the terms. The language shall indicate the following: "These covenants may not be repealed or amended without prior written consent of the Board of Mineral County Commissioners" and "The Board of Mineral County Commissioners is a party to this restrictive covenant and may enforce its terms."
30. Conditions that are to be affected by the governing body should be placed on the plat or developed as a specific portion of the covenants, conditions and restrictions (CCRs) that would allow for Mineral County to enforce the specified conditions. Conditions that should be included in this section would be fire prevention, noxious weed control, driveway grades being less than or equal to eight percent and prohibition of activities that would attract wild animals, such as feeding or inappropriate garbage disposal and wildlife fencing. Mineral County must review and approve amendments to the CCRs prior to recording and this must be specified in the covenants.
31. The subdivider shall submit evidence with the final plat that reserved all or a portion of the appropriated water rights owned by the owner of the land to be subdivided and transferred these water rights to the Homeowners Association for use by the landowners within the subdivision to have legal right to the water and reserved and severed any remaining surface water rights from the land.
32. The irrigation system construction plans and specifications must be submitted for review to the Mineral County Environmental Health and Planning Department. The name of the engineer that will certify that the proposed irrigation system has been constructed to Mineral County standards must be provided prior to site work on the proposed subdivision. Bonding for the irrigation system construction shall be 125 percent of a qualified bid that is acceptable to Mineral County if the irrigation system improvements are not completed prior to final plat. The irrigation system will be certified that it was built according to plans by the designing engineer. As-built plans will be provided to MCEH&P prior to final plat approval.
33. The water right allocated for the community irrigation system will be transferred to the Homeowners Association prior to final plat. A document that insures water availability from Clark Fork River in favor of the Lower Meadows Major Subdivision Home Owner's Association will be filed along with the final plat. The water rights for the irrigation system shall be issued by the Department of Natural Resources and Conservation (DNRC) prior to

the final plat application, and an equitable method of water rights assignment for Lower Meadows Subdivision will be recorded with the DNRC prior to final plat.

34. A public access easement for the existing historical Cemetery Lot must be established in perpetuity for the benefit of visiting relatives and the access must be available and passable in perpetuity.
35. The following certification shall appear on the final plat:

"The above described tract of land is to be known and designated as Lower Meadows Major Subdivision, and the lands included in all roads, avenues, alleys, trails, and parks or public squares shown on said plat are hereby granted to the use of the public forever. The roadways are accepted for public use, but Mineral County accepts no responsibility for maintaining the same. The owner(s) agree(s) that Mineral County has no obligation to maintain the roads or trails hereby dedicated to public use."

36. A homeowner's association shall be formed for all subdivisions that have public roads, parks and/or common areas. The homeowner's association and its covenants, bylaws and easement agreements shall be recorded with the final plat. The homeowner's association shall have language in its governing documents to assess for maintenance of the subdivision roads, installation and maintenance of drainage improvements if applicable, snow removal, and noxious weed control as well as other responsibilities of the association. Homeowners associations formed to maintain listed items in this section shall be formed to run with the land and not have provisions for termination.
37. The property will be annexed into the Frenchtown Rural Fire District prior to final plat.
38. A no build/no alteration buffer of 25 feet from the top of the banks of the Kirchey Creek drainage shall be shown on the face of the plat. This no build/no alteration area does not preclude the development of an on-site well for lot 36 or installation of the community irrigation system.
39. Street lights will be installed at the two residential access points from Adams Street.
40. In addition to describing, dimensioning and showing the location of utility easements in their true and correct location on the plat with dashed lines, the following statement must appear on the final plat:

"The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as 'Utility Easement' to have and to hold forever."

41. If the subdivider chooses to enter into a subdivision improvements agreement, guaranteeing the public improvements through a letter of credit, three bids for the cost of installation of the public improvements shall be obtained by the subdivider. The amount of the guarantee shall be calculated by multiplying 125% by the highest bid. As the public improvements are installed, the subdivider shall provide a letter to the governing body indicating such, and including a copy of the engineered plans. Prior to the release of the guarantee, a copy of the plans, stamped by the project surveyor or engineer in accordance with their licensing provisions, shall be filed in the clerk and recorder's office with reference to the final subdivision plat.
42. The subdivision improvements agreement and the bonding tool will be reviewed and approved by the Mineral County Environmental Health and Planning Office prior to acceptance of the final plat application.
43. This preliminary plat approval and these conditions will be valid for a period of three years from the date of the signed approval statement. At least 30 days prior to the expiration of the preliminary plat approval, the subdivider may request an extension to the preliminary plat approval period. The governing body may, at its discretion, extend the preliminary plat approval for a period of time mutually agreed-upon by the governing body and the subdivider. Any agreed upon extension must be in writing and dated and signed by the members of the governing body and the subdivider or subdividers agent. The governing body may issue more than one extension only at its discretion.

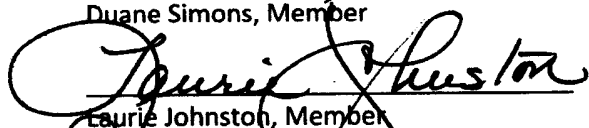
The Mineral County Board of Commissioners grant conditional preliminary plat approval for Lower Meadows Major Subdivision consisting of 35 individual lots to be used for residential homes with 1 light commercial lot, for a total of 36 lots. If the developer is of the opinion that these conditions are unjust or not necessary, the developer can appeal the governing body's decision in district court in accordance with MCA 76-3-625 within 30 days of the governing body's decision. This preliminary conditional plat approval will be valid for a period of three years from the date of this letter. The applicants may request a one-year extension of this conditional approval if the application is received prior to the three-year deadline imposed by this letter.

Sincerely,

Mineral County Commissioners:



Duane Simons, Member



Laurie Johnston, Member



Roman Zylawy, Chairman

Cc: Paul Forsting, IMEG

0127027

**EXHIBIT B
WEED MANAGEMENT AND REVEGETATION PLAN**

[attached]



Dave Brink, Coordinator
301 2nd Ave East
P.O. Box 730
Superior, MT 59872

0127027

(406) 822-3547
FAX (406) 822-3840
Email: weeds.msu@blackfoot.net

April 9, 2021,

David and Shannon Levenson
524 San Anselmo Ave. #123
San Anselmo, CA 94969

Re: Lower Meadows Subdivision Weed and Revegetation Plans (54-003-21)

Dear Sirs:

On Wednesday, April 7, 2021, the Mineral County Weed Board met to review the 6-Year Integrated Weed Management Plan and Revegetation Plan for your Lower Meadows subdivision near Alberton, Montana. The Board voted to *approve* the Weed Management Plan and *approve with modifications* the Revegetation Plan. The modifications to the Revegetation Plan are outlined below.

- Seed Varieties and Rates: Strike "~~5-7lbs per 1000 sqft of this mix.~~" Added, "50 lbs per acre or 1.5 lbs per 1000 sq ft for broadcast application."

Please review the enclosed copies to your Weed Management Plan and Revegetation Plan. Copies of these plans are to be distributed to lot buyers during disclosure of noxious weeds on property offered for sale. New landowners may choose to use the existing plans or prepare their own in order to comply with statute requiring management of noxious weeds as per MCA, 7-22-2216. Before using any of the herbicides listed in this plan, applicators must consult the product label and read carefully to ensure correct usage. It is a violation of Federal law to use herbicides in a manner inconsistent with their labeling.

As per the directions on the Revegetation Plan, please provide proof of certified, weed seed free seed (i.e. MT certification label from seed mix) within 15 days of application. This information will prove invaluable to you in case of seed contamination issues.

Mineral County Weed District personnel may periodically monitor and inspect the site to ensure compliance and establishment of weed control and revegetation efforts. Likewise, you may schedule a more detailed inspection and evaluation of your efforts through our office at any time.

If you require any assistance complying with these agreements or have questions concerning weed management issues, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Dave Brink".

Dave Brink

cc: Mineral Co Clerk & Recorder
Mineral Co Planning
✓ MEG Corp
file

MINERAL COUNTY WEED DISTRICT

P.O. Box 730 • Superior, MT 59872 • (406) 822-3547 • FAX (406) 822-3840

6 Year Integrated Weed Management PlanPlan # 54-003-21

Please complete the following form. Incomplete or inaccurate data may delay the processing and/or approval by the Mineral County Weed Board and incur additional costs to the submitter. Additional pages may be added if necessary.

I. Ownership and LocationA. Name: David Levenson and Shannon LevensonB. Mailing Address: 524 San Anselmo Ave. #123
San Anselmo, CA 94969C. Phone: 415-250-7329D. Location of Property:
1. General Description: Property is located off the Petty
Creek I90 exit and south of Adams street but
north of the interstate2. Legal Description: _____ $\frac{1}{4}$ _____ $\frac{1}{4}$ _____ $\frac{1}{4}$
02 Section 14N Township 23W RangeE. *Include a map identifying as many features present on the land as possible. In addition, noxious weed infestations should be indicated as well as any areas of environmental or special concern. (See "Mapping Guidelines" addendum)*F. Land Management Goals: (What are your goals for this property?) This property is to
be developed into a 36 lot subdivision.**II. Noxious Weed Data**A. Types of Noxious and/or Problem Weeds: Houndstongue, Spotted Knapweed,
Hoary Alyssum, Cheatgrass, Ventenata, Common Tansy,
Leafy Spurge, Common Mullein

B. Area of Infestation by Weed Species and Land Use:

Map Symbol	Weed Species	Size of Infestation	Land Use	Environmental &/or Special Concerns*
<i>Example</i>	<i>Spotted knapweed</i>	<i>4 acres</i>	<i>Residential (rural)</i>	<i>Trees and garden</i>
1	Houndstongue	adjoining property	formerly irrigate pasture	wildlife and construction
2	Spotted Knapweed	adjoining property	formerly irrigated pasture	wildlife and construction
3	Hoary Alyssum	adjoining property	formerly irrigated pasture	wildlife and construction
4	Cheatgrass	Lots 29&30	formerly irrigated pasture	easy germination and growth
5	Ventenata	adjoining property	formerly irrigated pasture	easy germination and growth
6	Common Tansy	adjoining property	formerly irrigated pasture	construction
7	Leafy Spurge	adjoining property	formerly irrigated pasture	wildlife
8	Common Mullein	adjoining property	formerly irrigated pasture	easy germination and growth

Noxious Weeds of Mineral County

1. Spotted knapweed (*Centaurea maculosa*)
2. Diffuse knapweed (*Centaurea diffusa*)
3. Russian knapweed (*Centaurea repens*)
4. Leafy spurge (*Euphorbia esula*)
5. Canada thistle (*Cirsium arvense*)
6. Dalmatian toadflax (*Linaria dalmatica*)
7. Yellow toadflax (*Linaria vulgaris*)
8. Field bindweed (*Convolvulus arvensis*)
9. Whitetop complex (*Cardaria draba*, *C. pubescens*, *C. chalapensis*)
10. St. Johnswort (*Hypericum perforatum*)
11. Sulfur cinquefoil (*Potentilla recta*)
12. Common tansy (*Tanacetum vulgare*)
13. Oxeye daisy (*Chrysanthemum leucanthemum*)
14. Houndstongue (*Cynoglossum officinale*)
15. Hoary alyssum (*Berteroa incana*)
16. Purple loosestrife (*Lythrum* spp.)
17. Tansy ragwort (*Senecio jacobaea*)
18. Meadow hawkweeds (*Hieracium pratense*, *H. floribundum*, *H. piloselloides*)
19. Orange hawkweed (*Hieracium aurantiacum*)
20. Tall buttercup (*Ranunculus acris*)
21. Tamarisk/Saltcedar (*Tamarix* spp.)
22. Perennial pepperweed (*Lepidium latifolium*)
23. Blueweed (*Echium vulgare*)
24. Yellow flag iris (*Iris pseudoacorus*)
25. Rush skeletonweed (*Chondrilla juncea*)
26. Yellow starthistle (*Centaurea solstitialis*)
27. Common crupina (*Crupina vulgaris*)
28. Knotweed complex (*Polygonum cuspidatum*, *P. sachalinense*, *P. polystachyum*)
29. Eurasian water milfoil (*Myriophyllum spicatum*)

30. Flowering rush (*Bufomus umbellatus*)
31. Dyers woad (*Isatis tinctoria*)
32. Scotch broom (*Cytisus scoparius*)
33. Common mullein (*Verbascum thapsus*)
34. Other

Land Uses

1. Residential (rural)
2. Residential (urban)
3. Cultivated cropland
4. Cultivated hayland
5. Irrigated pasture
6. Dryland pasture
7. Open rangeland
8. Riparian area
9. Timberland
10. Mining
11. Commercial (rural)
12. Commercial (urban)
13. Recreation
14. Non-use
15. Other

* "Environmental and Special Concern" items can include surface and/or groundwater features, sensitive plant and/or animal species, unique or special reclamation features, topography or any other factor which may significantly influence management of the area.

III. Management Activities

A. Methods of Weed Management: (Please describe your plan.) One method alone will never achieve good weed management. An integrated approach, utilizing several techniques, is encouraged by the Mineral County Weed Board.

1. Prevention (certified seed/hay, clean fill, revegetation of disturbed sites, etc)

Weed management control actions shall be paired with revegetation. Any and all disturbances to the land surface or plant life must be corrected immediately. The establishment of healthy, use/type appropriate vegetation will be most effective way to minimize weed invasion and establishment longterm. Areas of the site that are disturbed by construction related activities should be revegetated with a seed mix of perennial ryegrass (66%), creeping red fescue (33%), When revegetating property owners/developers/contractors are required to retain and submit a copy of the seed label to the Mineral County Weed District within 15 days of application.

2. Cultural (crop rotation, intensive pasture management, revegetation, etc)

As previously mentioned, revegetation is required by state law (MCA 7-22-2152) anytime there is a ground disturbance such as road, irrigation, drainage ditch, pipeline, electric communication, gas or liquid transmission line, or any other development on an easement or right-of-way it is required that the area be revegetated with a mixture that is 66% perennial ryegrass, 33% creeping red fescue Property owners/developers/contractors are required to retain and submit a copy of the seed label within 15 days of application.

3. Mechanical (hand pulling, mowing, burning, etc)

Hand pulling is extremely effective method on small scale infestations. Pulling is easiest when soil is moist; allowing you to remove the roots and kill the plant. Any stage from flowering on should be bagged and removed from the site to minimize seeds at site. Hand pulling is not effective with Ventenata, Leafy Spurge, and Spotted Knapweed. Mowing will reduce seed production and should be done during the bud stage but before the flower to prevent cut plants from producing viable seed. Mowing is not effective with Leafy Spurge

4. Biological (grazing, establishing a biocontrol insectary, etc)

N/A

5. Chemical (herbicides)

Please provide the following information for each herbicide you intend to use.

- ▶ Herbicide Name: 2, 4-D Rate: 2qts/acre
Weeds to be treated: Houndstongue, Spotted Knapweed
Application Type (Aerial, broadcast, spot): Spot
- ▶ Herbicide Name: Clopyralid +2,4-D (Curtail) Rate: 2qts/acre
Weeds to be treated: Spotted Knapweed
Application Type (Aerial, broadcast, spot): Spot
- ▶ Herbicide Name: Telar Rate: .5-1oz/acre
Weeds to be treated: Common Tansy, Hoary Alyssum, Houndstongue
Application Type (Aerial, broadcast, spot): Spot
- ▶ Herbicide Name: Plateau Rate: Follow Instructions
Weeds to be treated: Leafy Spurge
Application Type (Aerial, broadcast, spot): _____

Who will be applying herbicides? Individual Lot Owners

Is this person trained and/or licensed? Yes No

(The MSU Extension Service-Mineral County and Mineral County Weed District provide yearly training for private pesticide applicators. Special training and testing are available by arrangement if you cannot attend the scheduled training. Please contact the Extension Office at 822-3545 for more information.)

The timing of herbicide applications will greatly affect the success of an chemical control efforts. When do you intend to apply herbicides and what, if any, additional measures will be taken to insure safe and efficient herbicide use?

Herbicide application should occur during the pre-bud or rosette stage. This occurs in spring or early summer. Many weeds are most effectively treated by hand pulling and grass mowing. Please attempt these methods prior to herbicide application.

B. Time Schedule: Provide a complete time schedules for beginning and completing major phases of this plan. Include past management, if known, and outline the long-term commitment for the management of noxious weeds. This plan should encompass all phases of land management activities for the next six (6) years. Periodic review of this plan and reassessment after six years will aid you in managing your land for both economic and ecological benefits while fulfilling your responsibilities as a landowner for noxious weed management.

With this plan's approval it will be in immediate affect for the property. From that time the property owner(s) will be responsible for weed control. The property is scheduled to be sprayed for weeds in Spring/Summer of 2021 by WMA Specialists Noxious Weed and Range Management. Spraying for weeds annually will be done by a certified company annually until the property is subdivided. Upon construction and subdivision the weed treatment will fall to individual lot owners. Evaluation for new weeds and treatment should occur on a annual basis every spring. Upon expiration of this plan, six years from the approval date, the landowner(s) will need to implement another approved weed management and revegetation plan with Mineral County Weed Board.

Lined area for additional text or notes, currently empty.

C. Evaluation: (Describe how you will monitor and measure the success of your plan.)

Evaluation, implementation, and monitoring will be completed the by homeowner's association. All owner's will be distributed a copy of the covenants and homeowner's association documents. The weed management plan will be part of these documents. Contact Mineral County Weed District or MSU Extension Office for assistance with inspections and evaluations of treatments or noxious weed infestations.

IV. Supporting Documents

Please provide the following information forms to be considered when your IWM Plan is reviewed.

- A. Environmental Information Form Rec'd: 4/7/21
- B. Revegetation Plan Form Rec'd: 4/5/21

V. Signature

The undersigned landowner agrees to abide by this "6 Year Integrated Weed Management Plan" following approval by the Mineral County Weed Board, and to inform the Mineral County Weed District Coordinator of any major changes in the implementation of this management plan. Furthermore, annual inspections may occur to determine proper implementation and efficacy of the management plan, evaluate the progress and recommend modifications if necessary. The landowner is hereby notified that any financial outlay or work invested in a project pursuant to this weed management plan is at the landowner's risk. The approval of this plan does not reduce the landowner's liability for damage caused by compliance with the approved plan. Nor does the Mineral County Weed District in authorizing this plan in any way acknowledge liability for damage caused by the landowner's implementation of the authorized plan.

Dave Lawson
Applicant/Landowner

4/5/21
Date

VI. Weed Board Review

After review of the aforementioned "6 Year IWM Plan", # 54-003-21, the Mineral County Weed Board issues the following decision:

- A. Approve Date: 4/7/21
- B. Approve with modifications Date: _____
- C. Deny Date: _____

Signature: Michael Epta
Mineral County Weed Board Chairperson

D. Board Recommendations: Should the Mineral County Weed Board have any recommendations to assist the landowner, or if this plan is not approved, a letter explanation will be sent to the landowner.

MINERAL COUNTY WEED DISTRICT

P.O. Box 730 • Superior, MT 59872 • (406) 822-3547 • (406) 822-3840 fax

ENVIRONMENTAL INFORMATION

The following information can determine sensitive and/or special concerns for weed management on your property. This information will prove very useful for a successful management plan now and serve as baseline data for future projects; even grant opportunities. Contact your local weed district, extension office, soil conservation district, USDA-Forest Service and/or USDA-Natural Resource Conservation Service office for assistance obtaining this information.

If you answer "YES" to any of the following questions, please explain what steps will be taken to minimize any impacts your weed management activities will have on the affected resource. If you need more space, feel free to use the back of this form or attach additional pages.

1. Is there significant use of the area by threatened, endangered or sensitive wildlife or fish species?

NO

YES

2. Are there any sensitive plants or plant communities present?

NO

YES

3. Are there any surface or ground water resources present?

NO

YES

There is irrigation ditch overflow draining onto the site this will be mitigated and captured prior to subdivision construction.

4. Are there any soil types present that require special consideration? Please attach a soil map and description of the major soils and/or geology of the property.

NO

YES

The property is tally fine sandy loan 0 to 4% slopes which is a prime if irrigated soil. Please see attached NRCS report.

5. Does the property contain areas with unique or special reclamation considerations (i.e. past mining, erosion, saline seep)?

NO

YES

0127027



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Lolo National Forest Area, Montana



February 18, 2021

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

0127027

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

0127027

Contents

Preface.....	2
How Soil Surveys Are Made.....	5
Soil Map.....	8
Soil Map.....	9
Legend.....	10
Map Unit Legend.....	11
Map Unit Descriptions.....	11
Lolo National Forest Area, Montana.....	13
Ta1—Tally fine sandy loam, 0 to 4 percent slopes.....	13
References.....	15

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

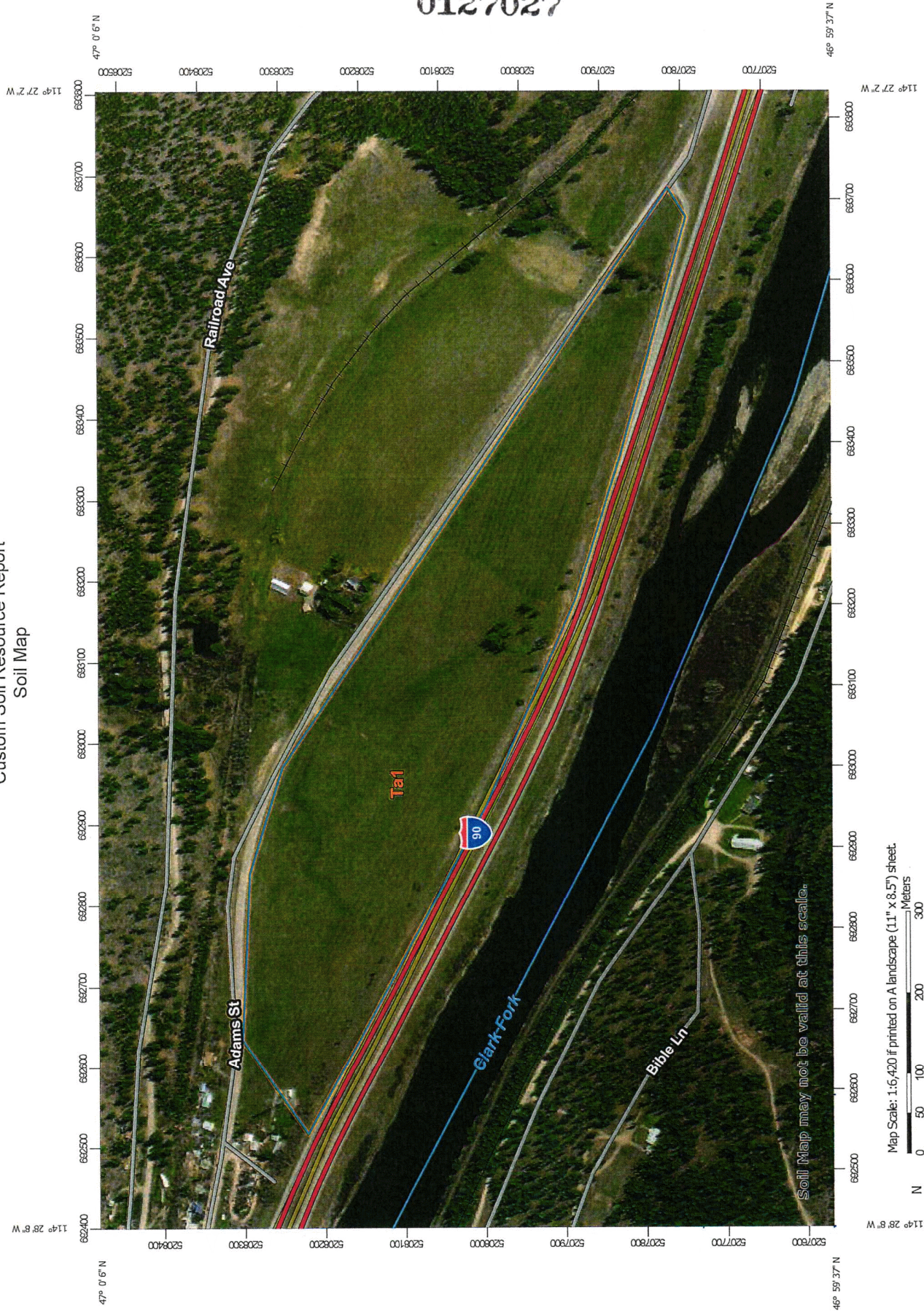
While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

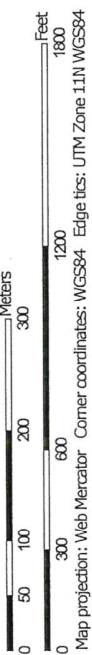
0127027

Custom Soil Resource Report
Soil Map







































Soil Map may not be valid at this scale.

Map Scale: 1:6,420 if printed on A landscape (11" x 8.5") sheet.



MAP LEGEND

- Area of Interest (AOI)**
-  Area of Interest (AOI)
- Soils**
-  Soil Map Unit Polygons
-  Soil Map Unit Lines
-  Soil Map Unit Points
- Special Point Features**
-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot
-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features
- Water Features**
-  Streams and Canals
- Transportation**
-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads
- Background**
-  Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lolo National Forest Area, Montana
 Survey Area Data: Version 21, Jun 4, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 6, 2014—Nov 2, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

0127027

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

0127027

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Lolo National Forest Area, Montana**Ta1—Tally fine sandy loam, 0 to 4 percent slopes****Map Unit Setting**

National map unit symbol: 4vn0
Elevation: 1,800 to 5,500 feet
Mean annual precipitation: 15 to 30 inches
Mean annual air temperature: 39 to 46 degrees F
Frost-free period: 80 to 135 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Tally and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Tally**Setting**

Landform: Alluvial fans, stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Coarse-loamy alluvium and/or glaciofluvial deposits

Typical profile

Ap - 0 to 10 inches: fine sandy loam
Bw1 - 10 to 14 inches: fine sandy loam
Bw2 - 14 to 32 inches: fine sandy loam
Bk - 32 to 60 inches: sandy loam

Properties and qualities

Slope: 0 to 4 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: Moderate (about 6.7 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: A
Ecological site: R043AP810MT - UPLAND GRASSLAND 43A LRU P
Hydric soil rating: No

Minor Components**Entente**

Percent of map unit: 10 percent
Landform: Stream terraces

Custom Soil Resource Report

Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Krause

Percent of map unit: 3 percent
Landform: Alluvial fans, stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Nevine

Percent of map unit: 2 percent
Landform: Moraines
Down-slope shape: Linear
Across-slope shape: Convex
Hydric soil rating: No

Custom Soil Resource Report

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ta1	Tally fine sandy loam, 0 to 4 percent slopes	50.0	100.0%
Totals for Area of Interest		50.0	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

References

- American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.
- American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.
- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.
- Federal Register. July 13, 1994. Changes in hydric soils of the United States.
- Federal Register. September 18, 2002. Hydric soils of the United States.
- Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.
- National Research Council. 1995. Wetlands: Characteristics and boundaries.
- Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262
- Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577
- Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580
- Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.
- United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.
- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelpdb1043084>

Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf



301 2nd Ave East
P.O. Box 730
Superior, MT 59872

0127027

(406) 822-3547
fax (406) 822-3840
email: weeds.msu@blackfoot.net

REVEGETATION PLAN

For all disturbed sites reviewed by the Mineral County Weed District in accordance with MCA 7-22-2152.

Please submit this plan **specifying** the methods to be used to accomplish revegetation at least 15 days prior to the activity. Describe the time and method of seeding, fertilization practices, recommended plant species, use of weed-free seed, and the weed management procedures to be used.

Include a map of the disturbed area and designate specific treatments if applicable.

Subdivision or Site Name: Lower Meadows

Location (Legal): Sections 1 and 2, Township 14 N, Range 23W, Acres 138.36

Description of Disturbance: 36 lot subdivision

Site Preparation: Site to be sprayed for weeds spring/summer of 2021.

Seed Varieties and Rates:

<i>Please provide proof of certified, weed-free seed within 15 days of application (i.e. copy of MT Certification Label)</i>	Westland Seed in Ronan Montana offers a seed mix called " Covermate. "
	Covermate is 65% perennial rye grass and 35% creeping red fescue. It is recommended to use 5-7 lbs per 1000 sqft of this mix. 50 lbs per acre or 1.5 lbs per 1000 sq ft for broadcast application.

Time and Method of Seeding: After the site has been disturbed for construction

Other Revegetation Plans (i.e. trees, shrubs): Landscaping of each lot will be variant by individual lot owners.

Fertilizer and Rates (if used): n/a

Weed Control/Prevention Methods: Revegetation, mechanical, and herbicide

Landowner (Print Name): Dave Levenson and Shannon Levenson Phone: 415-250-7329

Address: 524 San Anselmo Ave. #123 San Anselmo, CA 94969

Signature: *Michael Ehta* Date: 4/7/21
(WEED BOARD CHAIRMAN)

MCA 7-22-2152 3 (b) states, "The plan is subject to approval by the board, which may require revisions to bring the revegetation plan into compliance with the district weed management plan. The activity for which notice is given may not occur until the plan is approved by the board and signed by the presiding officer of the board and by the person or a representative of the agency responsible for the action. The signed plan constitutes a binding agreement between the board and the person or agency."

Signature: *Paul Levenson* Date: 4/5/21
Mineral County Weed Board Chairman (LANDOWNER)

0127027

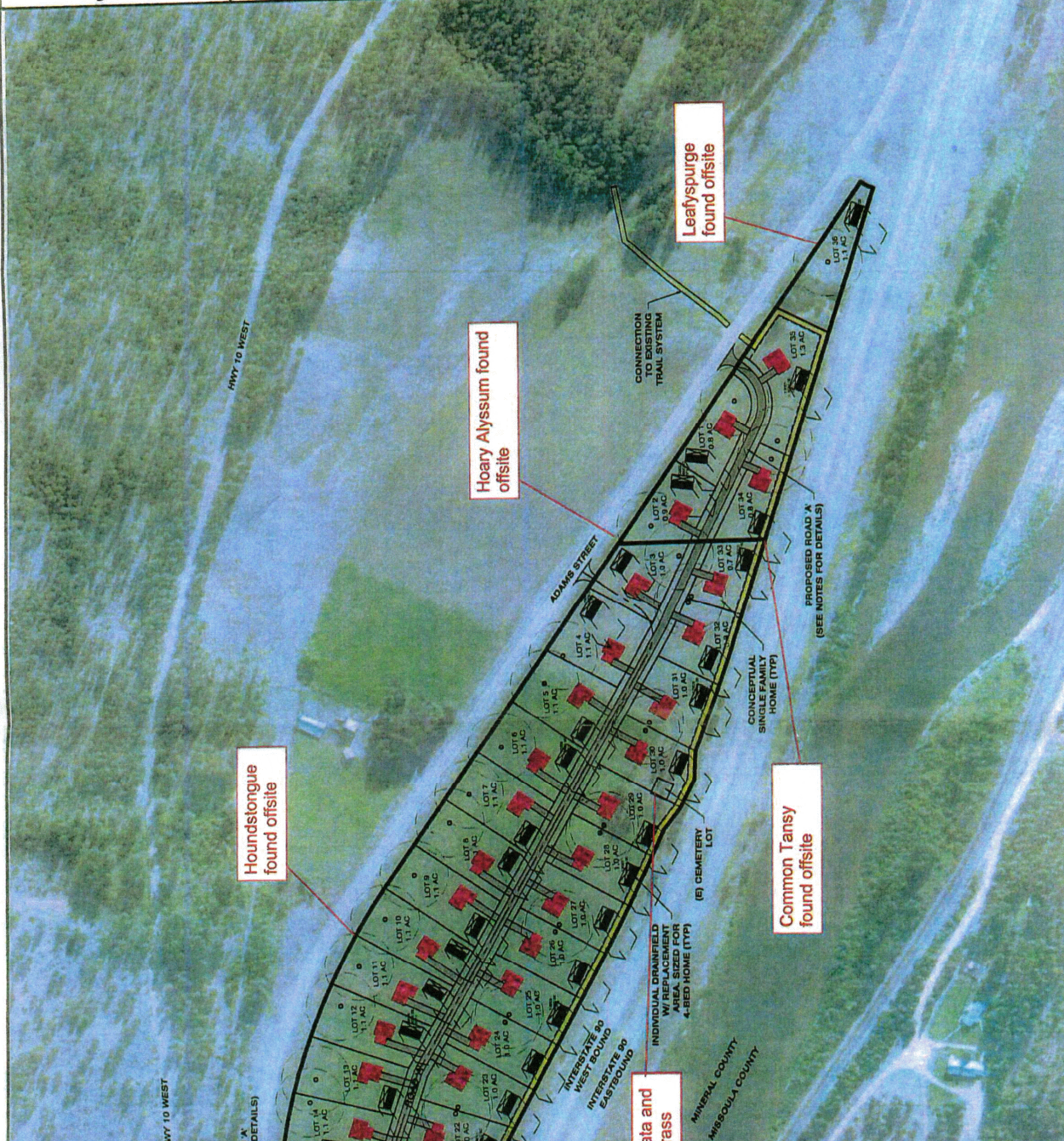
TERRITORIAL LANDWORKS, INC.
 CIVIL ENGINEERING • SURVEYING • LAND USE CONSULTING
 www.territoriallandworks.com
 P.O. BOX 2841
 MINNEAPOLIS, MN 55408
 PHONE: 612-721-0102
 FAX: 612-721-0325

DESIGNED: JB	DATE: JUL 2012
CHECKED: JZ	
REVISIONS	DATE

ALBERTON
 SECS. 1 & 2
 T. 14N. R. 29W. E. 4M.
 MINERAL COUNTY
 PREPARED FOR:
 DAVE LEVENSON

PROJECT NAME:
 LOWER MEADOWS SUBDIVISION
 SHEET TITLE:
 PRE-APPLICATION LAYOUT
 SHEET NO:
 1 OF 2

PROJECT NO:
 19-5307
PRELIMINARY



NOTES:
 TOTAL PROJECT AREA = ±35.7 ACRES
 PROPOSED ROAD TO BE DOUBLE CHIP
 SEALED OR ASPHALT PAVEMENT:
 ROADWAY WIDTH = 60'
 W/ 2' GRAVEL SHOULDERS = 28'



0127027

**EXHIBIT C
FIRE SUPPRESSION PLAN**

[attached]

IMEG, Corp.
(406) 721-0142

0127027

1817 South Ave. West, Suite A
Missoula, MT 59801

FIRE SUPPRESSION PLAN

PREPARED IN ACCORDANCE WITH MINERAL COUNTY SUBDIVISION REGULATIONS

DocuSigned by:
Joe Calnan
Joe Calnan FRFD

for
Lower Meadows Subdivision

Legally Described as:

That Portion of Government Lots 11, 12, 13, and 14, and the Northeast One Quarter of the Southwest One Quarter (NE1/4SW1/4) of Section 1, and Government Lots 9 and 16 of Section 2, Lying South of Adams Street and North of Interstate 90, Located in Township 14 North, Range 23 West, Principal Meridian, Montana, Mineral County, Montana, excepting therefrom Tracts 1 and 2 of Certificate of Survey No. 627B, Records of Mineral County

Published: August 23, 2021

Prepared For:
TR Dev Corp
524 San Anselmo Ave. #123
San Anselmo, CA 94969

Prepared By:
IMEG, Corp.
1817 South Avenue West, Suite A
Missoula, MT 59801

Water Source:

The water source for the fire suppression system for the Lower Meadows Subdivision is a proposed cisterns that will be located on the subject property within a fire suppression easement. The proposed cisterns will be filled using a water truck. It is the Lower Meadows Homeowner's Association responsibility to fill the cistern. On and off floats with alarms will be installed to notify the Homeowner's Association when tanks need to be refilled. The on and off floats will trigger the alarm when the cisterns levels drop below 2" or more of the fill line. The alarm will be in the form of a marking on the sign and a notification to the Homeowner's Association. The cisterns are required to be serviced and checked once a year. If the alarm is triggered more than three times in a 12 month span the Homeowner's Association must have the cisterns checked immediately. This water storage tank will comply with the minimum size for the proposed subdivision per Mineral County Subdivision Regulations. The cisterns have been proposed in two separate spots within the subdivision. Two 5,000 gallon tanks will be installed along the road in front of Lots 22 and 23 and again in front of Lots 31 and 32. Both pull out locations will be marked no parking. The cisterns will be accessed by the cistern easement and using the fire pull out.

Fire Suppression System Inspections & Maintenance:

Plans for the location and design of the fire cistern will be reviewed and approved by the Frenchtown Rural Fire District. The legal and physical access shall accommodate the required fire hydrant and a parking area for the fire apparatus that will connect to the hydrant. Maintenance shall occur on an annual basis in accordance with Frenchtown Rural Fire District standards.

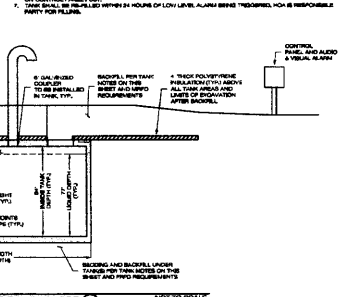
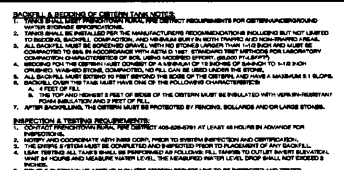
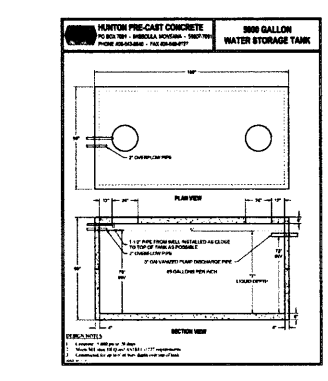
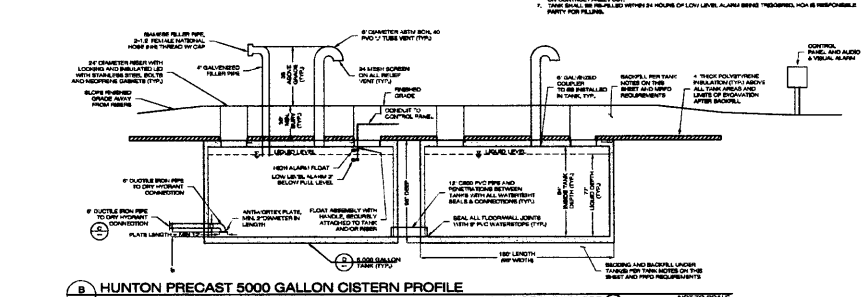
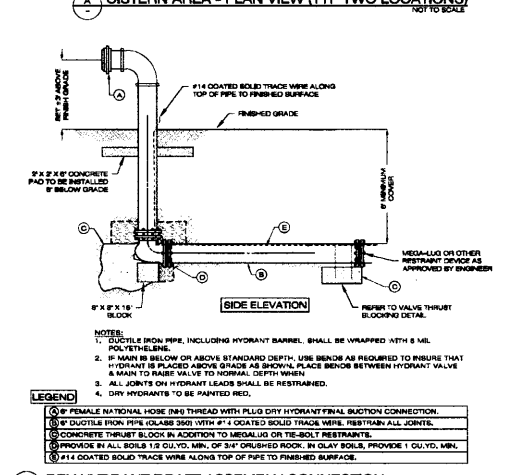
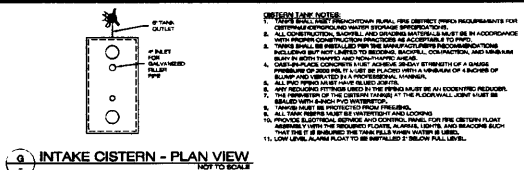
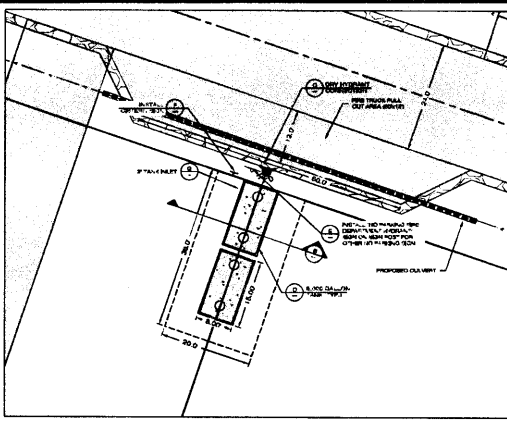
Access to Individual Lots:

This subdivision shall have a minimum drivable width of 16 feet for driveways longer than 150 feet. The proposed commercial building will have large driveways and driving surfaces that will provide adequate access to access the structures in the event of an emergency. There will be a fire pull out to allow traffic to pass. In addition to the drivable width, accesses to individual lots shall provide an unobstructed vertical clearance of 13.5 feet and horizontal clearance of 20 feet.

If the driveway to a lot is longer than 150 feet, a turn-around for fire apparatus shall be provided on the lot. The turn-around shall be a cul-de-sac, T-type, or branch design. The dimensions of the turn-around shall comply with designs in the Mineral County, as amended. Drivable surfaces and shoulders shall include a stabilized sub-grade with all-weather surface sufficient to support emergency vehicles.

Please see the included Cistern Exhibit.

0127027



LEGEND

- 1. FEMALE NATIONAL HOSE (NH) THREAD WITH PLUG DRY HYDRANT FINAL SUCTION CONNECTION.
- 2. 2\"/>

LEGEND

- 1. 1\"/>

NO PARKING FIRE DEPARTMENT HYDRANT

SIGN: NO PARKING FIRE DEPARTMENT HYDRANT

CISTERN
10,000 GALLON CAPACITY
2\"/>

LEGEND

- 1. SIGN MUST BE NEAR THE CISTERN SITE NEAR THE SUCTION PIPE DRY HYDRANT CONNECTION.
- 2. INSTALL SIGN APPROXIMATELY 6 FEET ABOVE GROUND LEVEL.
- 3. SIGN SHALL BE MADE WITH REFLECTIVE MATERIAL AND HAVE A LETTERS THAT IS EASY TO READ IN ALL WEATHER AND LIGHTING CONDITIONS.
- 4. SIGN SHALL HAVE THE FOLLOWING CAPACITY OF THE TANK.

TEXT: RED BACKGROUND - WHITE BORDER - RED ON HOSE

IMEG

DATE: _____

REVISIONS:

NO.	DATE	DESCRIPTION
1	10/20/22	ISSUED FOR PERMITS

DESIGNED: _____

DRAWN: _____

CHECKED: _____

DATE: 10/20/22

PROJECT: LOWER MEADOWS SUBDIVISION

CLIENT: TR DEVELOPMENT, LLC

SCALE: 1 OF 1

PRELIMINARY