



SUBDIVISION IMPROVEMENTS AGREEMENT

PHEASANT BROOK SUBDIVISION

THIS AGREEMENT, made and entered into this 5th day of June, 2003, by and between YUKON DEVELOPMENT CORP., hereinafter referred to as "Subdivider," and YELLOWSTONE COUNTY, MONTANA, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, a preliminary plat of an area known as Pheasant Brook Subdivision, hereinafter referred to as the "Subdivision," was submitted to the Laurel and the Laurel City-County Board of Planning which further recommended its approval to the Board of County Commissioners subject to certain recommendations; and

WHEREAS, at a regular meeting held on the 1st day of October, 2002, the County Commissioners approved, subject to certain conditions of the Laurel and the Laurel Yellowstone City-County Board of Planning and County Commissioners, a preliminary plat of an area to be known as Pheasant Brook Subdivision; and

WHEREAS, a Subdivision Improvements Agreement is required between the County and the Subdivider prior to the approval of the final plat by the Yellowstone County Commissioners.

NOW, THEREFORE, the parties to this Agreement, for and in consideration of these mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

1. The provisions of this Agreement shall be effective and applicable to Pheasant Brook Subdivision, upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the Laurel and the Laurel Yellowstone City-County Subdivision Regulations; the rules, regulations, policies, and resolutions of Yellowstone County; and the laws and Administrative Rules of the State of Montana.
2. The Subdivider agrees to provide all improvements included in this Agreement and as required by the County. Said improvements shall include, but not be limited to, streets, utilities, stormwater facilities, aquifer recharge facilities, park facilities, trail systems, and other miscellaneous improvements as outlined in Section 3 of this Agreement.

Said improvements shall be in conformance with the County of Yellowstone and the State of Montana specifications and will be completed by a private contract.



The improvements shall be installed as approved by the County Public Works Department in accordance with the current standards at the time of construction.

3. The Subdivider hereby agrees to construct the following improvements as required and in conformance with the Laurel and the Laurel Yellowstone City-County Subdivision Regulations and the Yellowstone County Subdivision Regulations:

A. STREETS

- (1) All streets shall be built to grade with a satisfactory subbase, base course, and asphalt surface. The internal streets will be 28-foot wide (24-foot paved surface with 2-foot gravel shoulders) public streets with drainage ditches on both sides. Culverts shall be provided where necessary to convey stormwater across roadways and driveways. The design cross-sections of said streets shall be submitted to and approved by the Yellowstone County Public Works Department.

The first phase street improvements of the Subdivision shall consist of the improvements to Pheasant Brook Drive from Laurel Airport Road up to the southwest ditch crossing (including a temporary gravel turnaround south of the southwest ditch crossing), the improvements to Prairie Rose Circle and Meadow Rose Circle, and the improvements to Pheasant Brook Circle. Phase I street improvements shall also include installation of a suitable ditch crossing (at the northeast ditch crossing) as approved by the Yellowstone County Public Works and the Big Ditch Company. A *Type III Road Closed* barrier as approved by Yellowstone County Public Works shall also be installed under Phase II improvements north of the temporary turnaround. Said improvements shall hereinafter be referred to as Phase I street improvements.

The second phase street improvements of the Subdivision shall consist of the improvements to Quail Run from Yard Office Road to the east property line of Lot 12, Block 2, the improvements to the remainder of Pheasant Brook Drive, and the improvements to Wild Lupine Lane. Phase II street improvements shall also include installation of a suitable ditch crossing (at the southwest ditch crossing) as approved by the Yellowstone County Public Works and the Big Ditch Company. A *Type III Road Closed* barrier as approved by Yellowstone County Public Works shall also be installed under Phase II improvements on the east end of Quail

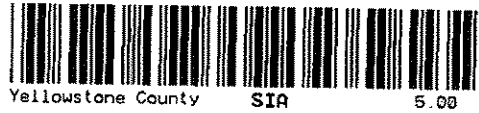


Run Drive. Said improvements shall hereinafter be referred to as Phase II street improvements.

The third phase street improvements of the Subdivision shall consist of the improvements to Blue Sage Drive, improvements to Scarlet Sage Lane from intersection of Blue Sage Drive to south boundary of Lot 1, Block 2, and improvements to the remainder of Quail Run Drive. A *Type III Road Closed* barrier as approved by Yellowstone County Public Works shall also be installed under Phase III improvements on the south end of Scarlet Sage Lane. Said improvements shall hereinafter be referred to as Phase III street improvements.

The fourth phase street improvements of the Subdivision shall consist of the improvements to Morning Dove Drive and the remainder of Scarlet Sage Lane. Said improvements shall hereinafter be referred to as Phase IV street improvements.

- (2) *Interior Curbs and Gutters.* Curbs and gutters within the Subdivision will not be installed.
- (3) *Street Name Signs.* Street name signs for streets within the Subdivision or located immediately adjacent thereto shall be furnished and installed in accordance with the specifications of the County Public Works Department.
- (4) *Traffic Signals.* No traffic signals are required for this Subdivision.
- (5) *Traffic Control Devices.* The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and approved by the County Public Works Department.
- (6) *Survey Monuments.* Survey monuments shall be installed as required by Yellowstone County and the Montana Subdivision and Platting Act.
- (7) *Clear Vision Easements.* At controlled intersection within the Subdivision, clear vision easements have been established to provide adequate vision for vehicular operations. In this regard, no fence, wall, shrub, obstruction, or visual impediment over 30 inches in height above the established centerline grade shall be



3233884

Page: 4 of 25
06/05/2003 11:31A

constructed within the clear vision easements as shown on the face of the plat.

- (8) *Rural Special Improvement District for Maintenance.* A rural special improvement district for maintenance shall be created by the Subdivider, which shall include, but not be limited to, the maintenance of all street improvements including signage, surfacing, and drainage improvements located within the dedicated rights-of-way and the dedicated easements as indicated on the plat.

B. UTILITIES

- (1) *Water and Sanitary Sewer Service.* Public water and sanitary sewer service is not available in the Subdivision at this time. The individual water and sewer systems installed within the Subdivision will be constructed as approved by the State of Montana Department of Environmental Quality. The systems shall be located as shown on the site layout approved by the Montana Department of Environmental Quality. Installation of said systems shall be the responsibility of the individual lot owner.
- (2) *Fire Protection Service.* Fire protection facilities shall be provided via a water system capable of delivering 250 gallons per minute or more for a period of two hours. The amount of on-site storage required to supply such a system is 30,000 gallons.

This fire protection system shall consist of four 7,500-gallon underground water storage vaults equipped with all necessary devices and appurtenances required to deliver water from the tank. The tanks shall be located within the easements as described on the attached plat.

The first two tanks shall be installed as part of the Phase I improvements with the first tank being installed prior to occupancy of the first home. The third tank shall be installed as part of the Phase II improvements. The fourth tank shall be installed as part of the Phase III improvements. Said improvements shall hereinafter be referred to as Phase I, II, and III fire facility improvements respectively.

The tanks shall be easily accessible by the fire department at all times and shall be installed in accordance with the Laurel Volunteer Fire Department's standards and regulations. All fire protection facilities and water levels shall be operated and



3233884

Page: 5 of 25
06/05/2003 11:31A

maintained by the Laurel Volunteer Fire Department. It is agreed that should the Laurel Volunteer Fire Department need water from these tanks to fight fire outside the Subdivision, they will do so, and upon completion of fire fighting they will refill tanks immediately.

- (3) *Private Utilities.* All telephone, gas, electrical power and cable television lines within the public right-of-way shall be installed as required by phasing and prior to street paving. Said improvements shall hereinafter be referred to as Phase I, II, III, and IV private utility improvements respectively.

The Subdivider shall install utilities within private utility easements where possible. The location of all such facilities within the public right-of-way shall be subject to approval of the County Public Works Department and shall be installed underground. Utilities shall not be installed in or beneath any borrow ditch. The Subdivider shall coordinate installation with the various utility companies.

C. STORMWATER FACILITIES

Stormwater Facilities. All stormwater facilities located within or adjacent to Pheasant Brook Subdivision are an integral part of the street drainage system and shall remain so until such time as a storm drain trunk system becomes available and is utilized by the Subdivision.

The first, second, third, and fourth phase stormwater improvements of the Subdivision shall consist of any conveyance, storage, or discharge facility which is an integral part of each particular phase's drainage system as described in the Stormwater Management Plan approved by the Montana Department of Environmental Quality. Said improvements shall hereinafter be referred to as the Phase I, II, III, and IV stormwater improvements respectively.

Maintenance. Maintenance of the stormwater facilities shall be the responsibility of the rural special improvement district for maintenance as described in Section 3 of this Agreement.

D. AQUIFER RECHARGE FACILITIES

Aquifer Recharge Facility. An aquifer recharge facility is required to be installed as part of the improvements for the Subdivision. The purpose of the aquifer recharge facility is to minimize impacts to the underlying



aquifer due to a land use change from agricultural flood-irrigated land to a residential land use. The aquifer recharge facility shall be installed as part of the Phase II improvements and shall hereinafter be referred to as Phase II aquifer recharge improvements. If the Phase II improvements have not commenced within three years after filing of the final plat, the Phase II aquifer recharge improvements shall be installed at that time. The aquifer recharge system shall meet the following requirements:

- (1) *Water Rights.* Provide a change in "Purpose of Use" of the water rights from an agricultural use to the appropriate classification for an aquifer recharge system. This shall be done via application to the Department of Natural Resources and Conservation prior to construction of the aquifer recharge system. Any water rights or shares required to supply this system shall be transferred to the park maintenance district.
- (2) *Maintenance and Monitoring.* Provide provisions in the park maintenance district to allow for the maintenance, professional monitoring, and regulation of water quality and water elevation by the district. Specifically, water levels shall be monitored as they relate to recent historic water levels measured in the area. The system shall be regulated such that groundwater levels are not greater than that measured historically.
- (3) *Free Flowing System.* The aquifer recharge facility shall be a free flowing system, meaning the system shall have a continuous surface water discharge.
- (4) *Location.* The aquifer recharge facility shall be located within the boundaries of the Subdivision.

E. PARK FACILITIES

Park Dedication. The Subdivider shall make a contribution of land for the park requirement to the County. This land contribution shall be 6.3357 acres.

Master Plan. A park master plan for the improvements to be made to Parks 1 and 2 and the pedestrian trail system, including the trail within the Yard Office Road and Laurel Airport Road right-of-way, shall be submitted to, reviewed, and approved by the Yellowstone County Parks Board prior to construction of the improvements. Said park improvements shall include a pond stream system. Said pedestrian trail system



3233884

Page: 7 of 25
06/05/2003 11:31A

improvements shall include a maintainable surface of adequate width that completes a closed loop connecting Park 1 and Park 2.

Park 2 shall be part of the Phase II improvements and shall hereinafter be referred to as Phase II park improvements. The improvements to Park 1 shall be part of the Phase IV improvements and shall hereinafter be referred to as Phase IV park improvements. The pedestrian trail system shall also be part of the Phase IV improvements and shall hereinafter be referred to as the Phase IV pedestrian trail system improvements. There will be no park or pedestrian trail system improvements as part of Phase I or Phase III.

Park Maintenance District. A park maintenance district shall be created by the Subdivider which shall include, but not be limited to, the maintenance of all park improvements, pedestrian trail system, and aquifer recharge system within the dedicated easements and parks.

F. MISCELLANEOUS REQUIREMENTS

The following requirements or improvements shall be completed as part of the Phase IV improvements and shall hereinafter be referred to as Phase IV miscellaneous improvements:

- (1) All culverts crossing Yard Office Road and Laurel Airport Road shall be extended to the new right-of-way line.
 - (2) All existing irrigation and wastewater ditches located within the new right-of-way shall be filled in and abandoned, or relocated outside of the new right-of-way line. The existing ditch south of Laurel Airport Road may remain in place east of the twin culverts located under Laurel Airport Road.
 - (3) All trees located in the new right-of-way shall be removed.
 - (4) The existing fences located within the new right-of-way along Yard Office Road and Laurel Airport Road shall either be removed or relocated to the new right-of-way line.
4. The Subdivider does not desire to commence development of all lots within the Subdivision, but does desire to file the approved final plat for Pheasant Brook Subdivision and to sell and convey lots in said Subdivision in phases. In accordance with the foregoing, the Subdivider and County agrees as follows:



Yellowstone County

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3233884

Page: 8 of 25

06/05/2003 11:31A

- A. The first phase of the Subdivision shall consist of the development of Lots 1 through 6, inclusive, in Block 5; Lots 7 through 12, inclusive, in Block 4; Lots 1 through 4, inclusive, in Block 6; and, Lots 1 through 8, inclusive, in Block 7.

The Phase I improvements shall include the Phase I street improvements, the Phase I stormwater improvements, the Phase I fire facility improvements, and the Phase I private utility improvements as described in Section 3 of this Agreement.

The Phase I improvements shall be constructed and installed utilizing a private contract. The Subdivider shall also have monetary security/guarantee in place for Phase I improvements at the time of final plat approval. Said security/guarantee shall be in conformance with the requirements as outlined within the Yellowstone County Subdivision Regulations.

- B. The second phase of the Subdivision shall begin after completion and acceptance of Phase I. Subsequent phases may be combined or added, in part, to each other so long as improvements are contiguous, but are anticipated to proceed in the following order.
- C. The second phase of the Subdivision shall consist of the development of Lots 1 through 6, inclusive, of Block 1; and, Lots 12 through 18, inclusive, in Block 2.

The Phase II improvements shall include the Phase II street improvements, the Phase II stormwater improvements, the Phase II park improvements, the Phase II fire facility improvements, the Phase II private utility improvements, and the Phase II aquifer recharge improvements as described in Section 3 of this Agreement.

The Phase II improvements shall be installed and constructed utilizing a private contract guaranteed with appropriate monetary guarantees as outlined in the Yellowstone County Subdivision Regulations.

- D. The third phase of the Subdivision development shall consist of the development of Lots 1 through 6, inclusive, in Block 4; Lot 1, inclusive, of Block 2; and, Lots 1 through 7, inclusive, of Block 3.

The Phase III improvements shall include the Phase III street improvements, the Phase III stormwater improvements, the Phase III fire facility improvements, and the Phase III private utility improvements as described in Section 3 of this Agreement.



3233884

Page: 9 of 25
05/05/2003 11:31A

The Phase III improvements shall be installed and constructed utilizing a private contract guaranteed with appropriate monetary securities as outlined in Yellowstone County Subdivision Regulations.

- E. The fourth phase of the Subdivision shall consist of the development of Lots 2 through 11, inclusive, in Block 2; and, Lots 8 through 14, inclusive, in Block 3.

The Phase IV improvements shall include the Phase IV street improvements, the Phase IV stormwater improvements, the Phase IV park improvements, the Phase IV pedestrian trail system improvements, the Phase IV private utility improvements, and the Phase IV miscellaneous improvements as described in Section 3 of this Agreement.

The Phase V improvements shall be installed and constructed utilizing a private contract guaranteed with appropriate monetary securities as outlined in the Yellowstone County Subdivision Regulations.

- F. The Subdivider shall either have monetary securities in place for Phase I at the time of filing the final plat, or have the Phase I improvements described herein installed.

The Phase II, III, and IV improvements will be installed by the Subdivider in the future. The Subdivider agrees not to sell or convey any lots in the Subdivision to be served by the Phase II, III, or IV improvements, and the Subdivider further acknowledges that no building permits for lots within Phases II, III, or IV shall be issued until a private contract has been executed and necessary funding guarantees have been provided, for the construction and installation of the public improvements to serve said lots and to provide necessary access and traffic circulation for the traffic generated by those lots. As used herein, the lots to be served by the said Phase II improvements are more particularly described as follows:

Lots 1 through 6, inclusive, in Block 1; and, Lots 12 through 18, inclusive, in Block 2; all in Pheasant Brook Subdivision in Yellowstone County, according to the official plats on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

As used herein, the lots to be served by the said Phase III improvements are more particularly described as follows:

Lots 1 through 6, inclusive, in Block 4; Lot 1, inclusive, in Block 2; and, Lots 1 through 7, inclusive, in Block 3; all in



Pheasant Brook Subdivision in Yellowstone County,
according to the official plats on file in the office of the
Clerk and Recorder of Yellowstone County, Montana.

As used herein, the lots to be served by the said Phase IV improvements
are more particularly described as follows:

Lots 2 through 11, inclusive, in Block 2; and, Lots 8
through 14, inclusive, in Block 3; all in Pheasant Brook
Subdivision in Yellowstone County according to the
official plats on file in the office of the Clerk and Recorder
of Yellowstone County, Montana.

Pursuant to the foregoing instrument, the Subdivider shall execute and
record a declaration of restriction on transfers and conveyances for said
lots, substantially in the form of Exhibit A, attached hereto, to be recorded
concurrently with the recording of this Agreement. Said declaration
notifies all third parties that said lots may not be legally sold, conveyed or
transferred until a release executed by Yellowstone County, substantially
in the form of Exhibit B, attached hereto, has been recorded in the office
of the Clerk and Recorder of Yellowstone County, Montana. No lots shall
be released until a certificate substantially in the form of Exhibit C,
attached hereto has been executed by the Yellowstone County Public
Works stating that the above conditions have been met, which certificate
must accompany any request for a release. By the acceptance and
recording of the Agreement, the County does hereby authorize the
Yellowstone County Public Works, County Commissioners, and Clerk of
the County to review any request for release and to execute such
certificates and releases as may be necessary to evidence a release from
the restriction against sale, conveyance, and transfer of lots in the
Subdivision.

- G. All engineering and legal work in connection with the private contract
improvements shall be paid by the Subdivider, as the case may be, and
such improvements shall be installed as approved by the Yellowstone
County Public Works.
- 5. The equestrian trail system shall be installed within the dedicated easements as
depicted on the final plat. The equestrian trail system shall be maintained and
managed by the establishment of a Homeowner's Association.
- 6. No lateral irrigation ditches, shares, or water rights shall transfer to or be used by
the subdivided parcels located north of the Big Ditch after construction of
improvements begin.



Lateral irrigation shares or water rights from the Big Ditch may be transferred to or acquired by the lots south of the Big Ditch. The irrigation easements as shown on the face of the plat are for the purpose of conveyance of these shares or water rights.

All irrigation south of the Big Ditch should be applied via spray irrigation. All maintenance and management of all common irrigation facilities south of the Big Ditch shall be accomplished by the establishment of a Homeowner's Association.

7. The Subdivider has requested, and the County hereby grants, a variance from the 60-foot right-of-way provision. A 50-foot right-of-way has been provided for all internal streets. An 80-foot road dedication has been provided along both ditch crossings. A 50-foot road dedication adjacent to Yard Office Road and a 60-foot road dedication adjacent to Laurel Airport Road shall be provided by the Subdivider.
8. Concurrent with the recordation of the final plat, the Subdivider shall grant an irrigation ditch easement, as depicted on the face of the plat, for the Big Ditch which exists on the property. The Big Ditch Company shall be responsible for the maintenance of the ditch and all its fixtures and appurtenances.
9. The Subdivider shall provide restoration of the construction sites disturbed during construction of the improvements outlined herein, as follows:

Dryland Prairie Mix that may be seeded by either broadcast or drill.
10. All noxious weeds on the latest Yellowstone County noxious weed list must be controlled on all properties in the Subdivision. A noxious weed list must be filed and updated annually for approval by the Yellowstone County Weed board. It must contain the noxious weeds being addressed and the plan for control of those weeds. All cost of noxious weed control is the responsibility of the property owners of record. A revegetation plan is to be submitted as part of the management plan and seeding recommendations will be obtained from Yellowstone County weed control as pursuant to Section 7-22-2152 MCA. Yellowstone County weed control reserves the right to revise these recommendations based on their required site inspection.
11. All dedicated rights-of-way are closed until approval by the County Public Works department and opening by the County Commissioners. No permits for approaches to the roadway or buildings will be issued prior to opening by the County Commissioners except as outlined within Paragraph 12, included herein.

All driveway approaches shall be piped in accordance with the Approach Standards of the Yellowstone County public Works.



3233884

Page: 12 of 25
06/05/2003 11:31A

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12. The County Public Works department will issue permits for approaches to the roadway and building permits prior to opening of the dedicated rights-of-way by the County Commissioners, if the required public improvements outlined herein are secured by letter of credit or a letter of commitment to lend funds from a commercial lender.
13. The Subdivider agrees to notify the County Public Works department of the date and hour construction is anticipated to begin on the required improvements and to keep the County Public Works department informed of the progress of construction. If the construction is stopped for any other reason than overnight, holidays, and weekends, the Subdivider agrees to notify the County Public Works department of stoppage. Further, the Subdivider agrees to notify the County Public Works department not less than four (4) hours before construction is scheduled to resume.
14. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land and shall constitute the guarantee by the Subdivider and property owner(s) of the development described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agrees that they are waiving valuable rights and do so voluntarily. In the event the Subdivider fails or refuses to commence construction under a private contract, the County shall be entitled to rely on the Waiver and create the district or districts necessary to install said improvements.
15. While the improvements are being constructed hereunder, the construction site shall be kept free and clear of all unsightly accumulation of rubbish and debris, and the public shall be protected by the use and maintenance of sufficient and proper barricades, lights, and related construction items as specified in the *Manual of Uniform Traffic Control Devices* during the course of construction.
16. The Subdivider agrees to guarantee all improvements for a period of one year from the date of final acceptance by the County Public Works Department.
17. A traffic accessibility study has been prepared and submitted with the final plat application.
18. The Subdivision lies within the City of Laurel Service Area, and as such, the Laurel Volunteer Fire Department provides fire service to the area.



3233884

Page: 13 of 25
06/05/2003 11:31A

19. The Subdivider agrees to provide for any necessary adjustments or alterations to existing improvements caused by the installation of required improvements, without cost to the governing body.
20. The covenants, agreements, and all statements in this Agreement shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
21. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
22. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document, and shall after execution become a part of this Agreement.
23. The owners of the properties involved in this proposed Subdivision by signature subscribed hereinbelow agree, consent, and shall be bound by the provisions of this Agreement.



IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

"SUBDIVIDER"

YUKON DEVELOPMENT CORP.

By: [Signature]

Its: President

By: [Signature]

Its: Sec. Treas.

STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 17th day of May, 2003, before me, a Notary Public for the State of Montana, personally appeared Alan Lee and Tracy Hays, known to me to be the President and Sec. Treas. of YUKON DEVELOPMENT CORP., the corporation which executed the foregoing instrument and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year hereinabove written.



[Signature]
Notary Public for the State of Montana
Printed name: NANCY JOHNSON
Residing at Billings MT
My commission expires 5 Sep 2004



3233884
Page: 15 of 25
06/05/2003 11:31A

"COUNTY"
COUNTY OF YELLOWSTONE
BOARD OF COUNTY COMMISSIONERS

By [Signature]
By [Signature]
By [Signature]
Attest [Signature]
County Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 3rd day of June, 2003, before me, a Notary Public for the State of Montana, personally appeared Bill Kennedy, James E. Reno, John Ostlund, and Tony Nave, known to me to be representatives of the Board of Commissioners and the County Clerk and Recorder for Yellowstone County, Montana, the persons who signed the foregoing instrument and acknowledged to me that they executed the same. Witness my hand and seal the day and year hereinabove written.



[Signature]
Notary Public for the State of Montana
Printed name: Marilyn Ross
Residing at Billings, Montana
My commission expires January 17, 2005



WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, does hereby waive the right to protest the formation of one or more special improvement districts for the construction of streets, sidewalks, survey monuments, street name signs, curb, gutter, streetlights, streetlight maintenance, and energy, driveways, traffic control devices, park and park maintenance, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the Yellowstone County may require.

This Waiver and Agreement is independent from all other Agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows, to-wit:

Pheasant Brook Subdivision, situated in Section 2, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana.

YUKON DEVELOPMENT CORP.

By: _____

Its: _____

By: _____

Its: _____



3233884

Page: 17 of 25
06/05/2003 11:31A

STATE OF MONTANA)
 : ss
County of Yellowstone)

Yellowstone County

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On this 27th day of July, 2003, before me, a Notary Public for the State of Montana, personally appeared Alan Lee and Theresa Ann, known to me to be the President and Secretary of YUKON DEVELOPMENT CORP., the corporation which executed the foregoing instrument and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year hereinabove written.

Nancy Johnson
Notary Public for the State of Montana

Printed name: NANCY JOHNSONResiding at BILLINGS MT.My commission expires 1 Sep 2004

SEAL



3233884

Page: 18 of 25
06/05/2003 11:31A**EXHIBIT A****DECLARATION OF RESTRICTION ON
TRANSFERS AND CONVEYANCES****PHEASANT BROOK SUBDIVISION**

THIS DECLARATION is made this 5th day of June, 2003, by
YUKON DEVELOPMENT CORP., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of all of the lots in Pheasant Brook Subdivision, situated in the NW¼ of Section 2, Township 2 South, Range 26 East, P.M.M, Yellowstone County, Montana, hereinafter referred to as the "Subdivision"; and

WHEREAS, in connection with the filing of the plat for the Subdivision, the Declarant executed that certain Subdivision Improvement Agreement dated _____, 2003, to Yellowstone County, which Agreement contains restrictions against the sale, conveyance or transfer of certain lots in the Subdivision until such time as a private contract has been created or executed, providing for the installation and construction of required public improvements; and

WHEREAS, in order to more fully evidence the restriction against sale, conveyance or transfer and to give third parties notice of such restrictions, the Declarant desires to execute and record this Declaration of Restrictions.

NOW, THEREFORE, in consideration of these premises, the Declarant, for itself and its successors and assigns, does hereby declare:

1. Except as hereinafter provided, the Declarant does hereby agree and declare that the following described lots shall not be sold, transferred or conveyed to any third party unless and until a release has been executed and recorded in accordance with the provisions hereinafter appearing:

Proposed Phase II:

Lots 1 through 6, inclusive, in Block 1; and, Lots 12 through 18, inclusive, in Block 2; all in Pheasant Brook Subdivision in Yellowstone County, according to the official plats on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

**3233884**Page: 19 of 25
06/05/2003 11:31A

Proposed Phase III:

Lots 1 through 6, inclusive, in Block 4; Lot 1, in Block 2; and, Lots 1 through 7, inclusive, in Block 3; all in Pheasant Brook Subdivision in Yellowstone County, according to the official plats on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

Proposed Phase IV:

Lots 2 through 11, inclusive, in Block 2; and, Lots 8 through 14, inclusive, in Block 3; all in Pheasant Brook Subdivision in Yellowstone County, according to the official plats on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer or conveyance of the above-described lots until such time as a private contract has been executed and necessary funding guarantees provided for the construction and installation of those public improvements required under the above-described Subdivision Improvements Agreement which by reference thereto is hereby incorporated herein as though fully set forth at this point. It is anticipated, however, that the Declarant will develop Pheasant Brook Subdivision in distinct phases, upon providing for the installation and construction of the public improvements necessary to serve the particular phase. In that regard, a release of some but not all of the above-described lots may be executed and recorded from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the lots described in said release shall be deemed canceled and terminated, and of no further force and effect.
3. Upon compliance with the requirements for a private contract specified above, a release for the lot or lots affected thereby, shall be executed and recorded by Yellowstone County, pursuant to the provisions contained in Paragraph 6 of the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence to all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance, or transfer of said lot has been removed.
4. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE OR TRANSFER, AND OF THE TERMS AND CONDITIONS



OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT YELLOWSTONE COUNTY MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.

5. The terms, conditions, and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarant to (a) sell, convey and transfer all of the above-described lots, or those lots remaining subject to the terms of this Declaration, as one unit or group to a third party, parties or entities; provided, however, that such sale shall be subject to this Declaration and the lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots; provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer nor shall the closing under any such sale and purchase agreements occur until such time as a release covering the affected lot has been executed and recorded.
6. The terms and conditions of this Declaration shall run with the land and shall be binding upon and shall inure to the benefit of the Declarant, Yellowstone County, and their successors and assigns.



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

YUKON DEVELOPMENT CORP.

By: _____

Its: _____

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 2003, before me, a Notary Public for the State of Montana, personally appeared _____ and _____, known to me to be the _____ and _____ of YUKON DEVELOPMENT CORP., the corporation which executed the foregoing instrument and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year hereinabove written.

Notary Public for the State of Montana
Printed name: _____
Residing at _____
My commission expires _____



3233884

Page: 22 of 25
06/05/2003 11:31A

EXHIBIT B

RELEASE

PHEASANT BROOK SUBDIVISION

THIS RELEASE is made this _____ day of _____, 2003, by the undersigned, **YUKON DEVELOPMENT CORP.**, and **YELLOWSTONE COUNTY**, a municipal corporation.

WHEREAS, the hereinafter described real property is subject to that certain Declaration of Restriction on Transfers and Conveyances (the "Declaration") dated _____, 2003, and recorded _____, 2003, under Document No. _____ in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, said real property is also subject to the terms of that certain Subdivision Improvements Agreement by and between the undersigned dated _____, 2003, and recorded _____, 2003, under Document No. _____, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, in accordance with the provisions of said Subdivision Improvements Agreement and the Declaration that a private contract has been executed and necessary funding guarantees have been provided for the installation and construction of all required public improvements to serve the hereinafter described real property.

NOW, THEREFORE, in consideration of these premises, the undersigned do hereby declare and agree that all restrictions and conditions contained in said Declaration are hereby released and discharged, and shall be of no further force and effect, as the same relate to the following real property situated in Yellowstone County, Montana:

Lot(s) _____, Block _____, in Pheasant Brook Subdivision, in Yellowstone County, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document No. _____.



3233884

Page: 23 of 25
06/05/2003 11:31A

IN WITNESS WHEREOF, the parties have executed this release as of the day and year first above written.

YUKON DEVELOPMENT CORP.

By: _____

Its: _____

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 2003, before me, a Notary Public for the State of Montana, personally appeared _____ and _____, known to me to be the _____ and _____ of YUKON DEVELOPMENT, INC., the corporation which executed the foregoing instrument and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year hereinabove written.

Notary Public for the State of Montana
Printed name: _____
Residing at _____
My commission expires _____



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Page: 24 of 25
06/05/2003 11:31A

"COUNTY"
YELLOWSTONE COUNTY, MONTANA

YELLOWSTONE COUNTY, MONTANA

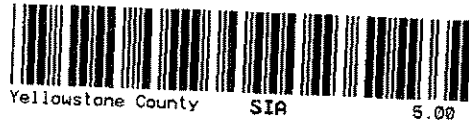
By _____
Commissioner

By _____
County Clerk

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this ____ day of _____, 2003, before me, a Notary Public for the State of Montana, personally appeared _____ and _____, known to me to be the Commissioner and County Clerk, respectively, of Yellowstone County, Montana, and acknowledged to me that they executed the same on behalf of the Yellowstone County.

Notary Public for the State of Montana
Printed name: _____
Residing at Billings, Montana
My commission expires _____



3233884

Page: 25 of 25
06/05/2003 11:31A**EXHIBIT C****CERTIFICATE****PHEASANT BROOK SUBDIVISION**

The undersigned, the duly authorized representative of the Yellowstone County Public Works, Yellowstone County, Montana, does hereby certify that a private contract has been executed and necessary funding guarantees have been provided to construct and install the public improvements required to serve the following described property in Yellowstone County, Montana:

Lot(s) _____, Block _____, in Pheasant Brook Subdivision, in Yellowstone County, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document No. _____.

This Certificate is being executed to show compliance with the terms of that certain Subdivision Improvements Agreement dated _____, 2003, by and between YUKON DEVELOPMENT CORP., and YELLOWSTONE COUNTY, and that certain Declaration of Restriction on Transfers and Conveyances, dated _____, 2003, covering Pheasant Brook Subdivision, and to provide the basis for the execution and recording of a Release from the terms of said Declaration pursuant to the terms of said Agreements.

Dated this ____ day of _____, 2003.

YELLOWSTONE COUNTY PUBLIC WORKS
YELLOWSTONE COUNTY, MONTANA

By _____

Title _____



3233885

Page: 1 of 12
06/05/2003 11:31A

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 through 76-4-131, MCA 1995)

TO: County Clerk and Recorder
Yellowstone County
Billings, Montana

E.Q. #03-1748
03-13j

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as: **Pheasant Brook Subdivision, Phase I:**

A tract of land located in the NW1/4 of Section 2, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana

consisting of twenty-six (26) lots have been reviewed by personnel of the Permitting and Compliance Division, and,

THAT the documents and data required by ARM Title 17 Chapter 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the plat is made with the understanding that the following conditions shall be met:

THAT the lot sizes as indicated on the plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT each lot shall be used for one (1) single-family dwelling, and,

THAT the single-family dwellings shall not have more than 3 bedrooms, and,

THAT each individual water system will consist of a new well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT data provided indicates an acceptable water source at a depth of approximately 25 to 100-feet, and,

THAT the individual sewage treatment systems for Block 4, Lots 7, 8, 9, 10, 11, 12 & 14; Block 5, Lots 1, 2, 3, 4, 5 & 6; Block 6, Lots 1, 3 & 4; and Block 7, Lots 2, 6 & 8, will each consist of a 1,000 gallon septic tank with an effluent filter followed by a subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the subsurface drainfield for Block 6, Lot 3 shall have an absorption area of sufficient size to provide 140 square feet per bedroom and will be constructed in accordance with Department Circular DEQ-4 and the approved plans dated 1/30/03 and received by the Department on 1/31/03, from Engineering Inc., of Billings, and,



Yellowstone County

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Page: 2 of 12
06/05/2003 11:31A

Page 2 of 3

Pheasant Brook Subdivision, Phase I

Yellowstone County

E.Q. #03-1748

THAT the subsurface drainfield for Block 4, Lots 7 & 14 shall each have an absorption area of sufficient size to provide 180 square feet per bedroom and will be constructed in accordance with Department Circular DEQ-4 and the approved plans dated 1/30/03 and received by the Department on 1/31/03, from Engineering Inc., of Billings, and,

THAT the subsurface drainfield for Block 4, Lots 10 & 11; Block 5, Lots 2, 4 & 5; and, Block 6, Lots 1 & 4, shall each have an absorption area of sufficient size to provide 200 square feet per bedroom and will be constructed in accordance with Department Circular DEQ-4 and the approved plans dated 1/30/03 and received by the Department on 1/31/03, from Engineering Inc., of Billings, and,

THAT the subsurface drainfield for Block 4, Lots 8, 9 & 12; Block 5, Lots 3 & 6; and, Block 7, Lots 6 & 8, shall each have an absorption area of sufficient size to provide 220 square feet per bedroom and will be constructed in accordance with Department Circular DEQ-4 and the approved plans dated 1/30/03 and received by the Department on 1/31/03, from Engineering Inc., of Billings, and,

THAT the subsurface drainfield for Block 5, Lot 1 and Block 7, Lot 2, shall each have an absorption area of sufficient size to provide 240 square feet per bedroom and will be constructed in accordance with Department Circular DEQ-4 and the approved plans dated 1/30/03 and received by the Department on 1/31/03, from Engineering Inc., of Billings, and,

THAT the individual sewage treatment systems for Block 4, Lot 13; Block 6, Lot 2 and Block 7, Lots 3 & 5 will consist of a 1,000 gallon septic tank with an effluent filter; a 1,000 gallon dosing tank followed by a pressure-dosed subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the pressure-dosed subsurface drainfield for Block 4, Lot 13; Block 6, Lot 2 and Block 7, Lots 3 & 5 shall have an absorption area of sufficient size to provide 320 square feet per bedroom and will be constructed in accordance with Department Circular DEQ-4 and the approved plans dated 1/30/03 and received by the Department on 1/31/03, from Engineering Inc., of Billings, and,

THAT the individual sewage treatment systems for Block 7, Lots 1, 4 & 7 will consist of a 1,000 gallon septic tank with an effluent filter; a 1,000 gallon dosing tank followed by a pressure-dosed subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the pressure-dosed subsurface drainfield for Block 7, Lots 1, 4 & 7 shall have an absorption area of sufficient size to provide 340 square feet per bedroom and will be constructed in accordance with Department Circular DEQ-4 and the approved plans dated 1/30/03 and received by the Department on 1/31/03, from Engineering Inc., of Billings, and,

THAT the bottom of the drainfields shall be at least four feet above the water table, and,



3233885
Page: 3 of 12
06/05/2003 11:31A

Page 3 of 3

Pheasant Brook Subdivision, Phase I

Yellowstone County

E.Q. #03-1748

THAT no sewage treatment system shall be constructed within 100 feet of the maximum high water level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT water supply, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT the plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Sub-Chapters 3 and 9, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the plat, approved location of water supply and sewage treatment system as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

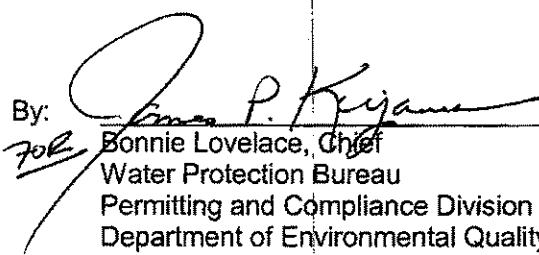
THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

YOU ARE REQUESTED to record this certificate by attaching it to the plat filed in your office as required by law.

DATED this 20th day of March, 2003.

Jan P. Sensibaugh
Director

By:


Bonnie Lovelace, Chief
Water Protection Bureau
Permitting and Compliance Division
Department of Environmental Quality



Owner's Name: Charlie Hamwey



Montana Department of

ENVIRONMENTAL QUALITY



3233885

Page: 4 of 12
06/05/2003 11:31A

MEMO

To: James P. Kujawa
From: Sheryl D. Consort
Date: January 15, 2003

Subject: Nondegradation Comments for Pheasant Brook Phases I (EQ#03-1748) Yellowstone Co.

In response to the above submittal, the Department has completed its determination of significance for this project. This determination is made pursuant to the Administrative Rules of Montana (ARM) 17.30.701-717 and 17.30.501-518.

The Department concludes that this project as proposed will not degrade state waters. Please refer to the attached checklist and below for specific information regarding this determination.

This approval is based on the locations, dimensions, and orientations of the 26 single-family drainfields as submitted November 21, 2002. This approval is based on conventional sewage treatment systems for these lots.

Please note that the hydraulic conductivity submitted of 634 ft/day (averaged from 98 area wells) includes some wells screened or perforated for only 2 or 3 feet. The lithology and static water levels in most of the well logs demonstrate that the aquifer is usually at least 10 feet thick. Using specific capacity data from wells screened only through 2 to 3 feet creates an artificially high hydraulic conductivity. Therefore, using the Razack and Huntley equation published in the 3rd edition of C.W. Fetter's "Applied Hydrogeology" for 21 wells with an assumed aquifer thickness of 10, the hydraulic conductivity is approximately 440 ft/d which is acceptable.

Please note that the cumulative effects for the phosphorous analysis were incorrectly calculated. The depth to a limiting layer is the depth of the on-site test pit less 2 feet (if no limiting layers found in the test pit), e.g., Lot 6 of Block 5 has a limiting layer of 10 feet because the 12-foot test pit had no limiting layers. The distance between drainfields to determine cumulative effects is measured from the downgradient edge of the first drainfield to the downgradient edge of the second drainfield. Also, extra years above the 50-year limit to phosphorous breakthrough between upgradient drainfields does not contribute to the breakthrough time between downgradient drainfields and state water. For example, if the breakthrough from drainfield A to drainfield B is 80 years, and the breakthrough from drainfield B to drainfield C is 35 years, it means that there are no cumulative effects between drainfield A and drainfield B. But the breakthrough from drainfield C to the nearest state water must account for the additional 15 years (50 minus 15 years) lacking between drainfield B and drainfield C. Therefore, the breakthrough for drainfield C must be at least 65 years (50 plus 15 years) to the surface water to be non-significant degradation of state waters. However, please note that when the correct distances and depths to limiting layers were used, the phosphorous breakthrough analyses were insignificant for all drainfields.



3233885

Page: 5 of 12
06/05/2003 11:31A**SUBDIVISION SIGNIFICANCE DETERMINATION CHECKLIST**
MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)Subdivision Name Pheasant Brook Phases I & IIEQ Number 03-1748Date Reviewed January 13, 2003Reviewer Sheryl Consort

2nd Reviewer _____

Determination: Significant XX Non-Significant Incomplete

rev. 01/2000

Part I: Applicability/Exclusions	YES/NO	Notes / Basis for decision
ARM 17.30.701(1) & 75-5-103(9), MCA 1. Are any high quality waters affected? (Include downstream and downgradient) If NO, the nondegradation requirements are not applicable.	YES	
ARM 17.30.702(16) & 17.30.705(1) 2. New or increased source of pollutants? If NO, the nondegradation requirements are not applicable.	YES	
3. Activity categorically excluded under ARM 17.30.716 or 75-5-317, MCA? If YES, the Activity is Non-Significant.	NO	
4. Non-Significant under ARM 17.30.715(3)? (Public Notice Required) If YES, the Activity is Non-Significant.	NO	
ARM 17.30 sub-chapter 5 5. Is this determination contingent upon granting a mixing zone? If YES, determine if a mixing zone can be granted before going on to Part II. If NO, continue on to Part II.	YES	500-foot mixing zones for lots greater than 2 acres and 100-foot mixing zones for lots less than 2 acres
Part II: Significance Determination	YES/NO	Notes / Basis for decision
ARM 17.30.715(1)(a) 6. Change in mean monthly flow of the surface water > 15%, or change in 7Q10 flow > 10%.	NO	
ARM 17.30.715(1)(b) 7. Concentration of carcinogen or parameter with BCF > 300 in discharge greater than receiving water.	NO	
ARM 17.30.715(1)(c) 8. Increase in toxics or nutrients > trigger value and concentration after mixing > 15% of lowest applicable standard. For nutrients, if the answer is YES, the criteria in question #10 must also be exceeded for the activity to be significant.	NO	
ARM 17.30.715(1)(f) 9. Increase of a harmful parameter > 10% of applicable standard and existing water quality > 40% of applicable standard.	NO	
ARM 17.30.715(1)(g) 10. Measurable effect on a beneficial use or measurable changes in aquatic life or ecological integrity from a narrative parameter.	NO	
11. Increase in nitrate-nitrogen in groundwater at a mixing zone boundary exceeds that allowed in ARM 17.30.715(1)(d).	NO	Nitrate concentrations are below 5.0 mg/L at the end of the mixing zones using K = 440 ft/day; gradient = 0.01 ft/ft (~S45°E); and background nitrate = 2.4 mg/L.
ARM 17.30.715(1)(e) 12. Increases in phosphorus in groundwater where adsorptive capacity of soils will be exceeded within 50 years and will reach surface water, or the activity does not employ department approved water quality protection practices.	NO	Nearest downgradient state water is the Big Ditch for Block 4 Lots 4 – 12 and Block 5 Lots 1 – 6. Nearest downgradient state water for Block 6 Lots 1 – 4 and Block 7 Lots 1 – 8 is more than half a mile. Breakthrough for all of the drainfields is non-significant.
13. Significant under ARM 17.30.715(2)?	NO	

If any answer to Questions #6 through #13 is YES, the Activity is Significant (except for question #8 as applied to nutrients).



3233885

Page: 6 of 12
06/05/2003 11:31A

Yellowstone County

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GROUND WATER MIXING ZONE DETERMINATION CHECKLIST
MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

Subdivision Name Pheasant Brook Phases I & II Date Reviewed January 13, 2003
EQ Number 03-1748 Outfalls _____
Reviewer Sheryl Consort 2nd Reviewer _____

Determination (ARM 17.30.515)

☐ Modified Mixing Zone approved☐ Source Specific Mixing Zone approved☐ Mixing Zone denied☒ Standard Mixing Zone approved

rev. 01/2000

GENERAL CONSIDERATIONS

ITEMS	YES/NO ¹	NOTES/DEPARTMENT FINDINGS
1. ARM 17.30.515(2) Has applicant requested a mixing zone? If no, a mixing zone cannot be granted.	YES	
2. ARM 17.30.505(1)(a) Is a single mixing zone sufficient for all parameters? If no, explain.	YES	100-foot mixing zone for lots less than 2 acres; 500-foot mixing zones for lots greater than 2 acres
3. ARM 17.30.505(1)(b) For a new or increased source, are changes at the mixing zone boundary significant degradation pursuant to ARM 17.30 sub-chapter 7? If yes, did the Department issue an authorization to degrade state waters pursuant to 75-5-303, MCA?	NO	
4. ARM 17.30.505(1)(c) Was the discharge under a permit issued prior to April 29, 1993, with an allowed mixing zone? If yes, is there evidence that the previously allowed mixing zone will impair existing or anticipated uses?	NO	
5. ARM 17.30.505(1)(d) Have the minimum treatment requirements been met, and have all reasonable land, soil, and water conservation practices been applied? If yes, treatment to purer than natural condition is not required.	YES	
6. ARM 17.30.505(1)(e) Due to the potential for harm to the impacted water and its beneficial uses, is monitoring in the mixing zone required?	NO	
7. ARM 17.30.505(1)(f) Are additional conditions required to comply with ARM 17.30 sub-chapter 5? If yes, what are the conditions?	NO	
8. ARM 17.30.505(1), 516 & 517 Describe applicability, size, configuration, and location of all mixing zones.		100-foot standard mixing zone for Block 4 Lots 4 - 12 and Block 5 Lots 1 - 6 (less than 2 acres); 500-foot standard mixing zone for Block 6 Lots 1 - 4 and Block 7 Lots 1 - 8 (greater than 2 acres).

WATER QUALITY ASSESSMENT

(If answer to any of the following questions (#9 - 11) is yes, a mixing zone may not be applicable and additional explanation in the JUSTIFIED section is necessary. See rules for applicability and specific requirements.)

9. ARM 17.30.506(1) Will mixing zone threaten or impair existing beneficial uses?	NO	
10. ARM 17.30.506(1) Does the applicant need to provide additional information to determine if mixing zone is allowable?	NO	
11a. ARM 17.30.508(2)(b) Is the mixing zone within the zone of influence of any existing drinking water well, recreational well, or drinking water intake?	NO	

GROUND WATER MIXING ZONE DETERMINATION CHECKLIST MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

11b.	ARM 17.30.506(2)(b) Is the mixing zone within or immediately adjacent to a recreational area?	NO	
12.	ARM 17.30.506(2)(d) Are there persistence and toxicity concerns for the parameters discharged?	NO	
13.	ARM 17.30.506(2)(f) Are there cumulative effects of multiple or overlapping mixing zones?	NO	Worst case is 7 lots (Lots 8 – 12 of Block 4, Lot 1 Block 6, and Lot 6 Block 7).
14.	ARM 17.30.506(2)(g) Are there unpredictable or unusual conditions in the subsurface (fractures, for example) which may result in adverse effects from pollutants in the ground water mixing zone?	NO	
15.	ARM 17.30.506(2)(h) & 17.30.507(3) Does the ground water discharge enter surface water within a reasonably short distance or time? If yes, a surface water mixing zone may also be applicable pursuant to ARM 17.30.507(3).	NO	

GROUND WATER MIXING ZONE RESTRICTIONS

(If answer to any of the following questions is "yes", a mixing zone may not be applicable and additional explanation in the NOTES section is necessary. See rules for applicability and specific requirements.)

16.	ARM 17.30.508(1)(a) Are human health based standards exceeded beyond the ground water mixing zone boundary?	NO	
17.	ARM 17.30.508(2) Does the mixing zone intercept the zone of influence of an existing drinking water supply well?	NO	

STANDARD GROUND WATER MIXING ZONE

18.	ARM 17.30.517(1)(a)(b)(c)&(d) Is a standard ground water mixing zone appropriate? If no, skip to question #20.	YES	100-foot mixing zone and 500-foot mixing zone
19.	ARM 17.30.517(1)(d)(e) Is there a site-specific, impact-related reason to require monitoring at the downgradient mixing zone boundary?	NO	

SOURCE SPECIFIC GROUND WATER MIXING ZONE

20.	ARM 17.30.518(1) Has the applicant requested a source specific ground water mixing zone? If no, questions 21 and 22 are not applicable.	NO	
21.	ARM 17.30.518(2) Does the requested source specific ground water mixing zone comply with requirements of ARM 17.30.506, 17.30.507 and 75-5-303, MCA?	NA	
22.	ARM 17.30.518(5) For source specific ground water mixing zones, are the requirements of 75-5-301(4), MCA satisfied? Have the applicable items in ARM 17.30.518(5)(a through i) been addressed adequately?	NA	

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Footnotes:

1. This checklist is a quick reference guide that summarizes rule language. Please see the applicable rule for the complete rule language.
2. For questions #1-8 and #18-22, either response (YES or NO) may require an additional explanation be included in the NOTES section.
3. If a question is not applicable, place "NA" in the YES/NO column.



Yellowstone County

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Page: 7 of 12

06/05/2003 11:31A

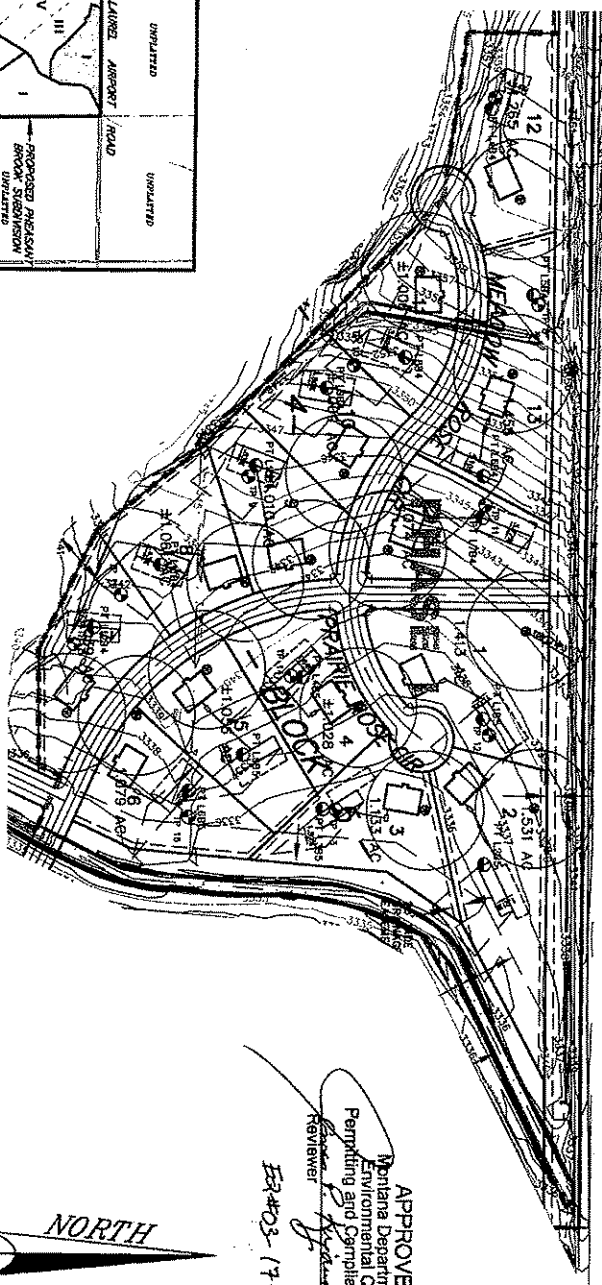
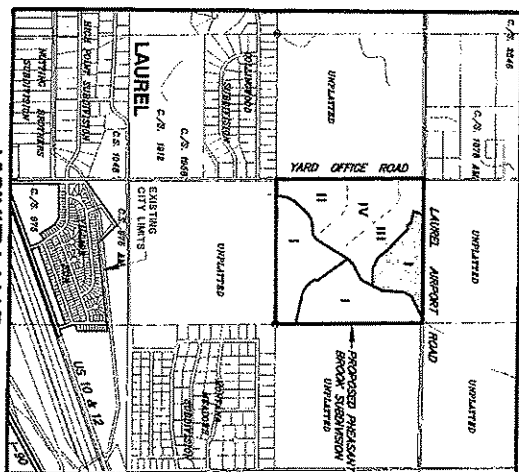


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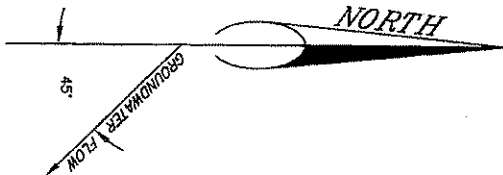
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Yellowstone County HEALTH 0.00

VICINITY MAP
NOT TO SCALE



RECEIVED
JAN 31 2003
MT DEPT. OF ENV. QUALITY
PERMITTING & COMPLIANCE DIV.



APPROVED
Montana Department of
Environmental Quality
Permitting and Compliance Division
Reviewer: *[Signature]*
Date: 3-20-03
ERR#03-1748

DATE	1/23
FILE	T-267
PROJECT	LAUREL AIRPORT ROAD
CLIENT	YUKON DEVELOPMENT, LLC
SCALE	1"=200'
BY	MT. DEPT. OF ENV. QUALITY
DATE	1/23/03

SITE LAYOUT FOR
PHEASANT BROOK SUBDIVISION, PHASE I
BEING THE NW 1/4 OF SECTION 2, T. 2 S., R. 24 E., P.M.M.
YELLOWSTONE COUNTY, MONTANA
PREPARED FOR: YUKON DEVELOPMENT, LLC



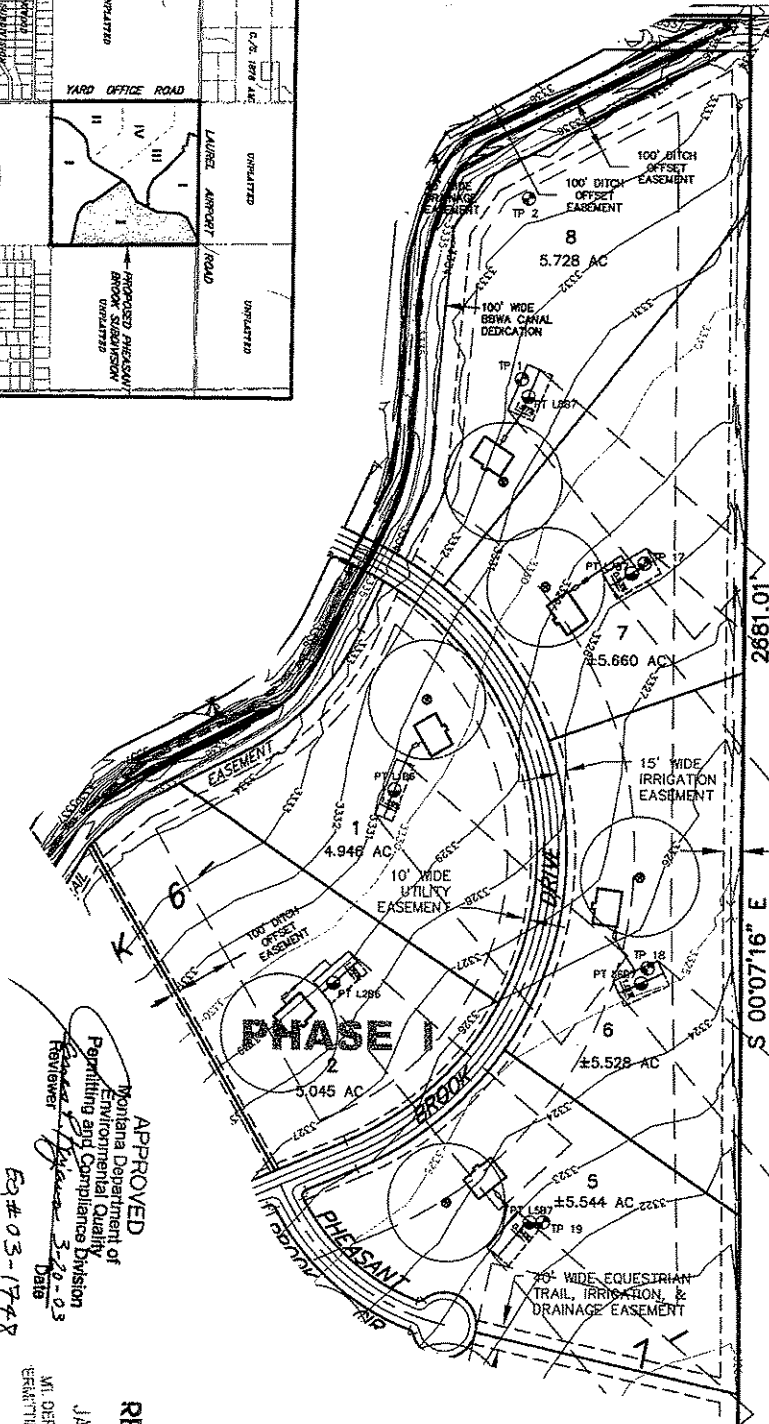
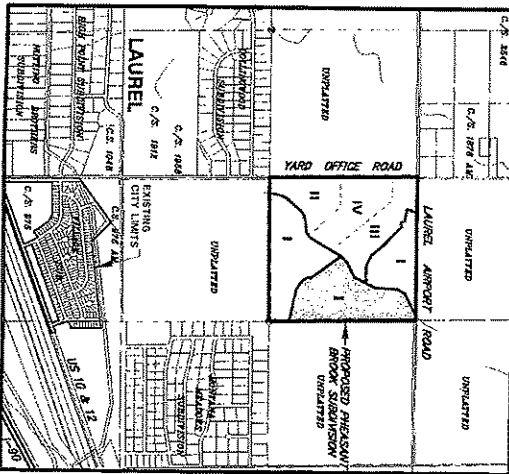
ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
SUITE 200 CEDARCREST
1001 SO. 24TH ST. WEST
BILLINGS, MONTANA 59105-1345
406-454-3333



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Page: 9 of 12
06/05/2003 11:31A

Yellowstone County HEALTH 0.00

VICINITY MAP
NOT TO SCALE



APPROVED
Montana Department of
Environmental Quality
Permitting and Compliance Division
Reviewer: [Signature]
Date: 3-20-03
Eq # 03-1748

RECEIVED
JAN 31 2003
MT. DEPT. OF ENV. QUALITY
PERMITTING & COMPLIANCE DIV.

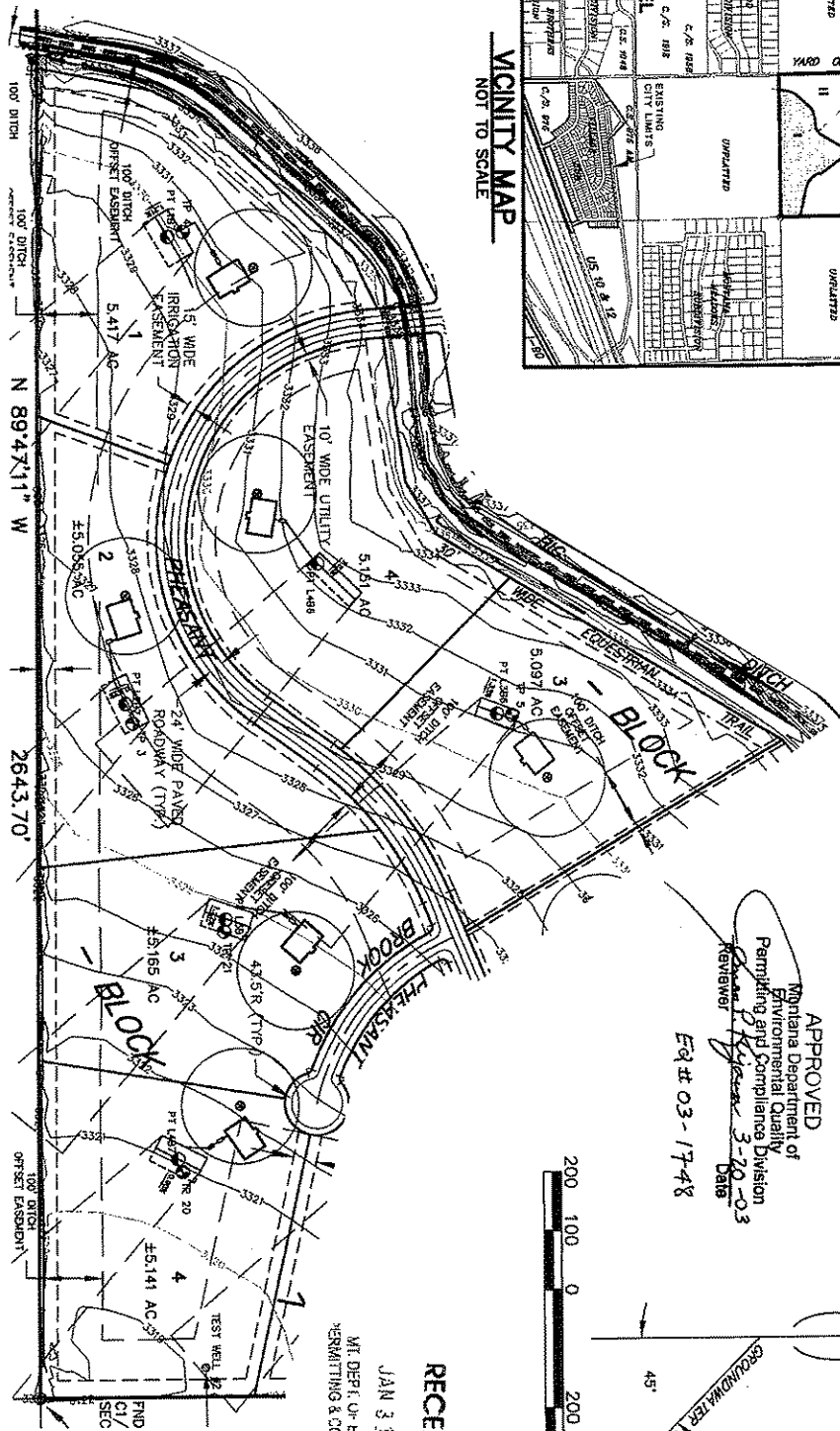
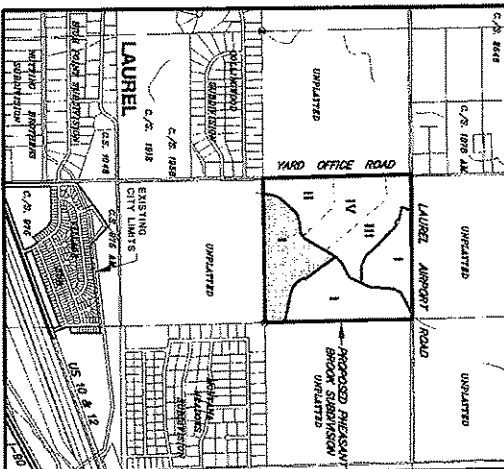
DATE	1-30-03
BY	Mike
APPROVED BY	
DATE	
REVISION	
DATE	
BY	
DATE	
BY	

SITE LAYOUT FOR
PHEASANT BROOK SUBDIVISION, PHASE I
BEING THE NW 1/4 OF SECTION 2, T. 2 S., R. 24 E., P.M.N.
YELLOWSTONE COUNTY, MONTANA
PREPARED FOR: YUKON DEVELOPMENT, LLC



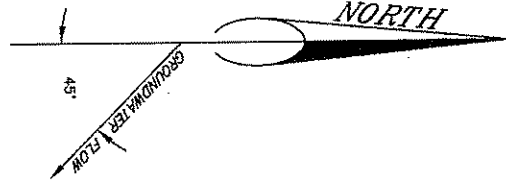
ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
SUITE 200 CREEKVIEW
1001 SO. 24TH ST. WEST
BILLINGS, MONTANA 59101-1545
406-608-0200

MCINITY MAP NOT TO SCALE



APPROVED
Montana Department of
Environmental Quality
Permitting and Compliance Division
Donna P. Hyman
3-20-03
Date

Eq # 03-1748



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Page: 10 of 12
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RECEIVED

JAN 31 2003
MT. DEPT. OF ENV. QUALITY
PERMITTING & COMPLIANCE DIV.

SITE LAYOUT FOR
PHEASANT BROOK SUBDIVISION, PHASE I
BEING THE NW 1/4 OF SECTION 2, T. 2 S., R. 24 E., P. 10M
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: YUKON DEVELOPMENT, LLC



ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

SUITE 200 CHICAGO
1801 W. 24TH ST. WEST
SPOKANE, MONTANA 59106-1345
406-326-1234

DATE: 1-30-03	BY: MJK
REVISION: 1	DATE: 1-30-03
APPROVED BY: [Signature]	DATE: 1-30-03
OWNER ASSUMES:	
FILE: 1-30-03	
PROJECT NO. 02050	
SHEET 2 OF 3	

DRAINFIELD CONSTRUCTION NOTES (PER DEQ-4 CHAPTER 9):

1. PIPES FROM SEPTIC TANKS MUST HAVE SOLID WALLS AND MINIMUM DOWNWARD SLOPES OF 1/8 INCH PER FOOT.
 2. A MANIFOLD MUST BE INSTALLED BETWEEN THE SEPTIC TANK AND ABSORPTION TRENCHES. THE MANIFOLD MUST BE USED IN GRANTY CONSTRUCTION. DISTRIBUTION BOXES MAY BE MANIFOLDS AND DISTRIBUTION BOXES MUST BE SET LEVEL AND ARRANGED SO THAT EFFLUENT IS EVENLY DISTRIBUTED TO EACH DISTRIBUTION PIPE. SPECIAL PROVISIONS MUST BE MADE TO MINIMIZE MOVEMENT OF DISTRIBUTION BOXES DUE TO SETTLEMENT OR FROST HEAVE. ACCESS FOR INSPECTION OF THE DISTRIBUTION BOX MUST BE PROVIDED EITHER THROUGH A RISER OR THE DISTRIBUTION BOX MUST BE MARKED WITH IRON OR A SUITABLE, DURABLE MARKER.
 3. EACH OUTLET OF DISTRIBUTION BOX MUST SERVE AN EQUAL AMOUNT OF DRAINFIELD.
 4. THE PIPE CONNECTING A MANIFOLD OR DISTRIBUTION BOX TO A DISTRIBUTION PIPE MUST BE SOLID WALL WITH TIGHT JOINTS AND PROPERLY BEDDED THROUGHOUT ITS LENGTH.
 5. WHEN A MANIFOLD IS USED, THERE MUST BE AN EQUAL NUMBER OF DISTRIBUTION PIPES SPACED EVENLY ON BOTH SIDES OF THE JUNCTION OF THE INLET PIPE TO THE MANIFOLD.
 6. LATERALS FROM A COMMON MANIFOLD OR DISTRIBUTION BOX MUST BE EQUAL IN LENGTH.
 7. WHEN THE TRENCHES HAVE BEEN EXCAVATED, THE SIDES AND BOTTOM MUST BE RAKED TO SCARIFY ANY SMERED SURFACES. CONSTRUCTION EQUIPMENT NOT NEEDED TO CONSTRUCT THE SYSTEM SHOULD BE KEPT OFF THE AREA TO BE UTILIZED FOR THE ABSORPTION TRENCH SYSTEM TO PREVENT UNDESIRABLE COMPACTION OF THE SOILS. CONSTRUCTION MUST NOT BE INITIATED WHEN THE SOIL MOISTURE CONTENT IS HIGH.
 - NOTE: IF A SAMPLE OF SOIL WITHIN THE WORKING DEPTH CAN BE EASILY ROLLED INTO THE SHAPE OF A WIRE OR CAST, THE SOIL MOISTURE CONTENT IS TOO HIGH FOR CONSTRUCTION PURPOSES.
 8. AT LEAST 6 INCHES OF DRAIN ROCK MUST BE PLACED IN THE BOTTOM OF THE TRENCH.
 9. THE DISTRIBUTION PIPE MUST BE COVERED WITH AT LEAST 2 INCHES OF DRAIN ROCK AND MUST BE LEVEL.
 10. THE ENDS OF THE DISTRIBUTION PIPES MUST BE CAPPED OR PLUGGED. WHEN THEY ARE AT EQUAL ELEVATIONS, THEY SHOULD BE CONNECTED.
- NOTES:
- 1) ALL TRENCHES SPACED 7' O.C. UNLESS OTHERWISE NOTED.
 - 2) REFER TO PRESSURE DOSED TANK DETAIL SHEET FOR DOSED SYSTEMS.
 - 3) TOTAL DE WIDTH & TOTAL OF LENGTH REFER TO OUTSIDE DIMENSION OF DE.
 - 4) REFER TO 12"-DEEP TRENCH DETAIL FOR SYSTEMS WITH A SPECIFIC TRENCH DEPTH OF 12".

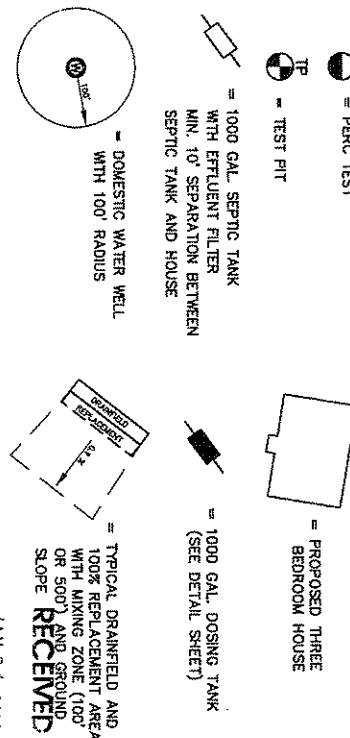
NOTES:
ALL SEPTIC, DRAINFIELD, & WELL SYSTEMS SHALL MEET ALL DEPARTMENT OF ENVIRONMENTAL QUALITY CIRCULAR DEQ-4 STANDARDS AND REGULATIONS.
ALL LOTS LOCATED WITHIN PHASES III, IV, AND V ARE EXEMPT FROM REVIEW PER ARM 17.36.605(2)(e). NO STRUCTURES REQUIRING WATER OR SEWAGE DISPOSAL MAY BE ERRECTED ON SAID LOTS.

APPROVED
Montana Department of
Environmental Quality
Permitting and Compliance Division
Reviewer: *[Signature]* 3-20-03
Date: 03-17-08

DRAINFIELD SUMMARY TABLE

BLOCK	LOT	SYSTEM TYPE	TRENCHES	NO. OF TRENCHES	TRENCH WIDTH (ft)	TRENCH DEPTH (in)	DF TOTAL LENGTH (ft)	DF TOTAL WIDTH (ft)	TOTAL LF OF DF (ft)
4	7	CONV	3	2	2	30	90	16	270
4	8	CONV	4	2	2	30	83	23	332
4	9	CONV	4	2	2	24	83	23	332
4	10	CONV	3	2	2	24	100	16	300
4	11	CONV	2	2	2	24	100	16	300
4	12	CONV	4	2	2	12	83	23	332
4	13	DOSED	4	3	3	12	80	24	320
4	14	CONV	3	2	2	12	90	16	270
5	1	CONV	4	2	2	30	90	16	300
5	2	CONV	3	2	2	30	83	23	332
5	3	CONV	4	2	2	30	100	16	300
5	4	CONV	3	2	2	30	100	16	300
5	5	CONV	4	2	2	30	83	23	332
5	6	CONV	3	2	2	24	80	16	320
6	1	DOSED	4	3	3	24	100	16	300
6	2	DOSED	4	3	3	12	85	24	340
7	1	DOSED	4	3	3	12	80	24	320
7	2	DOSED	4	3	3	12	85	24	340
7	3	DOSED	4	3	3	12	83	24	332
7	4	DOSED	4	3	3	24	85	24	340
7	5	DOSED	4	3	3	24	83	24	332
7	6	DOSED	4	3	3	24	85	24	340
7	7	DOSED	4	3	3	24	83	24	332
7	8	DOSED	4	3	3	24	85	24	340

LEGEND



JAN 24 2003

SITE LAYOUT FOR
PHEASANT BROOK SUBDIVISION, PHASE I
BEING THE NW 1/4 OF SECTION 2, T. 2 S., R. 24 E., P. 14M.
YELLOWSTONE COUNTY, MONTANA
PREPARED FOR: YUKON DEVELOPMENT, LLC



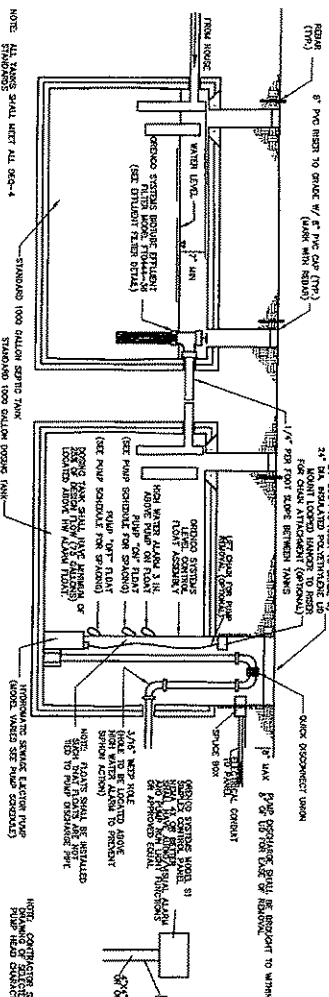
ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
805 S. 2ND ST. SUITE 100
BOZEMAN, MT 59717
406.596.1234
FAX 406.596.1235
WWW.ENRINC.COM



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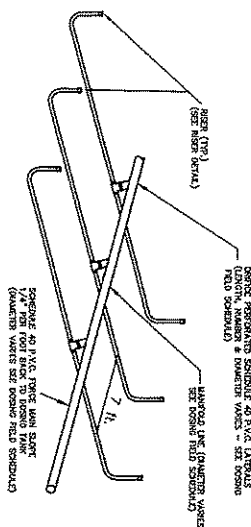
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PRECAST SEPTIC TANK/DOSING TANK DETAIL (FOR DRAINFIELDS)



NOTE: CONTRACTOR SHALL SUBMIT SHOP DRAWING OF SELECTED PUMP TO EXISTENT PUMP HEAD CHARACTERISTICS ARE SUITABLE

DOSING FIELD MANIFOLD & LATERAL SCHEMATIC
NOT TO SCALE



SCREWDRIVE 40 P.P.C. FORICE BASH SCOUT,
1/4" PER FOOT BACK TO DOWND TANK
(QUANTITIES VARY SEE DOWND FIELD SCHEDULES)

DOSING FIELD SCHEDULE

Block	Lot	# of Animals	Days to Sacrifice	Mean Body Weight (g)	Mean Survival (%)	Postnatal Day	Postnatal Weight (g)
1	13	6	40 ^a	22.5 ^a	2 ^a	50 ^a	1 ^a
2	8	6	40 ^a	22.5 ^a	2 ^a	50 ^a	2 ^a
3	2	6	42.5 ^b	11.4 ^b	2 ^a	60 ^a	3 ^a
4	1	6	42.5 ^b	11.4 ^b	2 ^a	60 ^a	12 ^a
5	0	6	42.5 ^b	22.5 ^a	2 ^a	60 ^a	12 ^a
6	0	6	42.5 ^b	11.4 ^b	2 ^a	50 ^a	3 ^a
7	4	6	42.5 ^b	22.5 ^a	2 ^a	60 ^a	12 ^a
8	0	6	42.5 ^b	11.4 ^b	2 ^a	60 ^a	3 ^a
9	0	6	42.5 ^b	11.4 ^b	2 ^a	60 ^a	24 ^a

NOTE: ALL PVC PIPE SHALL BE SCHEDULE 40

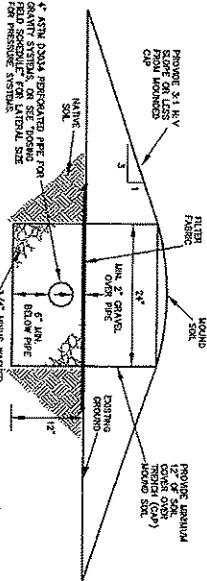
PUMP SCHEDULE

Block	Lot	Lot Area	Recorded Description	Area	Front Footage	Height	Vol./Sq. Ft.
13	17.3	57.8	HYDRANT 3/4", SILET PLUG, 230VAC	4/10	15'	15'	7
6	12.7	61.8	HYDRANT 3/4", SILET PLUG, 230VAC	4/10	15'	15'	7
7	21.4	64.8	HYDRANT 3/4", SILET PLUG, 230VAC	1/2	15'	15'	7
7	21.2	51.7	HYDRANT 3/4", SILET PLUG, 230VAC	1/2	15'	15'	7
7	21.3	63.3	HYDRANT 3/4", SILET PLUG, 230VAC	1/2	15'	15'	7
5	17.9	54.5	HYDRANT 3/4", SILET PLUG, 230VAC	4/10	15'	15'	7
7	17.8	54.5	HYDRANT 3/4", SILET PLUG, 230VAC	4/10	15'	15'	7

*NOTE: PUMP SUBSTITUTIONS MUST BE APPROVED BY ENGINEER

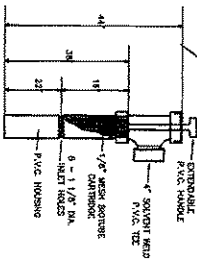
ORIFICE/LATERAL
SCHEDULE

1-1/4 in. NOMINAL DIA. (1.38 in. I.D.) SCHEDULE 40 PIV LATERAL
5/32 in. DIA. ORFOS. 10
ORFOS./LATERAL. FIRST ORFOS.
SPACED 3.254" (FOR LOT 1/BLD.
7. LOT 3/BLD. 7. LOT 4/BLD.
7. LOT 7/BLD. 7) OR 24" (FOR
ALL OTHER LOTS) FROM FIRST
CENTRING NEXT 8 ORFOS. 4
O.C. ORFOS. SHALL BE IN THE
1/2" (12.0) POSITION FOR TEST
AND ORFOS. IN THE "DOWN"
(BLD.) POSITION BEFORE PIV.
BLACK/1 TRENCH DEPTH WARE
(SEE DOING FIELD SCHEDULE).



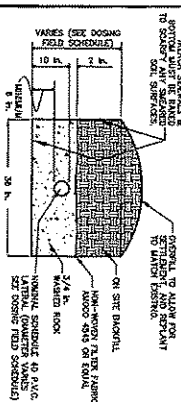
12"-DEEP TRENCH DETAIL
(LOTS 12, 13, & 14, BLOCK 4 AND LOTS 1, 3, 4, & 5, BLOCK 7)
NOT TO SCALE

EFFECTIVE FILTER



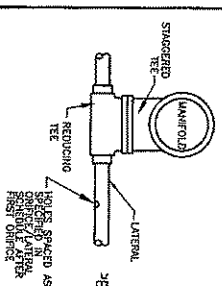
NOT TO SCALE

**TYPICAL PRESSURE DOSED LATERAL
TRENCH CONSTRUCTION DETAIL.**



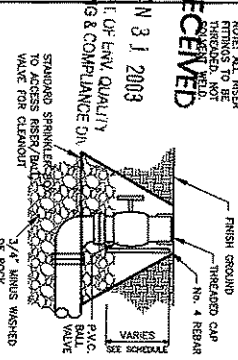
NOT TO SCALE

LATERAL DETAIL
NOT TO SCALE



UNIVERSAL DECLARATION
NOT TO SCAPE

TYPICAL RISER DETAIL



RISEK DELTA
TO GOAL

Montana Department of
Environmental Quality
Permitting and Compliance Division
C. Williams
Reviewer
Date 3-20-03

Eq# 03-1742

NOTE: ALL RISES
FITTINGS TO BE
THREADED. NOT
SOLVENT WELD.

JAN 31 2003

DEPT. OF ENV. QUALITY
PLANNING & COMPLIANCE

1000

STANDARD SP
TO ACCESS RE
VALVE FOR CL

100

MP

1000



ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

SUITE 200 CREEKSIDE
1007 SO. 24TH ST. WEST
BILLINGS, MONTANA 59108-1345

SITE LAYOUT FOR
PHEASANT BROOK SUBDIVISION, PHASE I
BEING THE NW 1/4 OF SECTION 2, T. 2 S., R. 24 E., P.M.M.,
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: YUKON DEVELOPMENT, LLC

RECEIVED
 DATE: 1/20/73
 APPROVED BY:
 QUALITY ASSURANCE

SOLE: 1-200
FILE: 217244-000000
PROJECT NO.: 022000

ENGINEERING INC
PO Box 81345
Billings MT 59108-1345



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Page: 1 of 4
06/05/2003 11:31A

DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES

PHEASANT BROOK SUBDIVISION

THIS DECLARATION is made this 5th day of June, 2003, by
YUKON DEVELOPMENT CORP., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of all of the lots in Pheasant Brook Subdivision, situated in the NW¼ of Section 2, Township 2 South, Range 26 East, P.M.M., Yellowstone County, Montana, hereinafter referred to as the "Subdivision"; and

WHEREAS, in connection with the filing of the plat for the Subdivision, the Declarant executed that certain Subdivision Improvement Agreement dated June 5th, 2003, to Yellowstone County, which Agreement contains restrictions against the sale, conveyance or transfer of certain lots in the Subdivision until such time as a private contract has been created or executed, providing for the installation and construction of required public improvements; and

WHEREAS, in order to more fully evidence the restriction against sale, conveyance or transfer and to give third parties notice of such restrictions, the Declarant desires to execute and record this Declaration of Restrictions.

NOW, THEREFORE, in consideration of these premises, the Declarant, for itself and its successors and assigns, does hereby declare:

1. Except as hereinafter provided, the Declarant does hereby agree and declare that the following described lots shall not be sold, transferred or conveyed to any third party unless and until a release has been executed and recorded in accordance with the provisions hereinafter appearing:

Proposed Phase II:

Lots 1 through 6, inclusive, in Block 1; and, Lots 12 through 18, inclusive, in Block 2; all in Pheasant Brook Subdivision in Yellowstone County, according to the official plats on file in the office of the Clerk and Recorder of Yellowstone County, Montana.



Proposed Phase III:

Lots 1 through 6, inclusive, in Block 4; Lot 1, in Block 2; and, Lots 1 through 7, inclusive, in Block 3; all in Pheasant Brook Subdivision in Yellowstone County, according to the official plats on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

Proposed Phase IV:

Lots 2 through 11, inclusive, in Block 2; and, Lots 8 through 14, inclusive, in Block 3; all in Pheasant Brook Subdivision in Yellowstone County, according to the official plats on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer or conveyance of the above-described lots until such time as a private contract has been executed and necessary funding guarantees provided for the construction and installation of those public improvements required under the above-described Subdivision Improvements Agreement which by reference thereto is hereby incorporated herein as though fully set forth at this point. It is anticipated, however, that the Declarant will develop Pheasant Brook Subdivision in distinct phases, upon providing for the installation and construction of the public improvements necessary to serve the particular phase. In that regard, a release of some but not all of the above-described lots may be executed and recorded from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the lots described in said release shall be deemed canceled and terminated, and of no further force and effect.
3. Upon compliance with the requirements for a private contract specified above, a release for the lot or lots affected thereby shall be executed and recorded by Yellowstone County, pursuant to the provisions contained in Paragraph 6 of the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence to all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance, or transfer of said lot has been removed.
4. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE OR TRANSFER, AND OF THE TERMS AND CONDITIONS



OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT YELLOWSTONE COUNTY MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.

5. The terms, conditions, and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarant to (a) sell, convey and transfer all of the above-described lots, or those lots remaining subject to the terms of this Declaration, as one unit or group to a third party, parties or entities; provided, however, that such sale shall be subject to this Declaration and the lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots; provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer nor shall the closing under any such sale and purchase agreements occur until such time as a release covering the affected lot has been executed and recorded.
6. The terms and conditions of this Declaration shall run with the land and shall be binding upon and shall inure to the benefit of the Declarant, Yellowstone County, and their successors and assigns.



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Page: 4 of 4
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IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

YUKON DEVELOPMENT CORP.

By: [Signature]

Its: President

By: [Signature]

Its: Secy/Treas.

STATE OF MONTANA)
: SS
County of Yellowstone)

On this 27th day of May, 2003, before me, a Notary Public for the State of Montana, personally appeared Alan Hwa and Tracy Hwa, known to me to be the President and Secy/Treas. of YUKON DEVELOPMENT CORP., the corporation which executed the foregoing instrument and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year hereinabove written.



Nancy Johnson
Notary Public for the State of Montana
Printed name: NANCY JOHNSON
Residing at Dulles, VA
My commission expires 5 Sep 2004

Return To:
Pedersen & Hardy
1601 Lewis Avenue, Suite 205
Billings MT 59102

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Page: 1 of 23
06/09/2003 10:17A

DECLARATION OF COVENANTS FOR
PHEASANT BROOK SUBDIVISION

On this 6 day of JUNE, 2003, YUKON DEVELOPMENT CORPORATION, (hereinafter Developer), being the owner of the following described real property and all portions thereof, located in Yellowstone County, Montana, hereby subject said property to the Conditions, Covenants, and Restrictions herein, and declare the following building and use restrictions all of which shall be applicable to said real property:

Pheasant Brook Subdivision being:

Lots 3 and 4 and the South 1/2 of the NW1/4 of Section 2, Township 2 South, Range 24 East, of the Principal Montana Meridian, in Yellowstone County, Montana.

These Restrictions, Conditions, Covenants and Limitations will run with the land and shall be binding upon the present owners, and all subsequent grantees of any portion of any area included within the aforesaid legal description. The immediate grantors and all future grantees, (hereinafter Owner), their heirs and assigns forever of any portion of said property, covenant and agree by the acceptance of a conveyance, to faithfully observe and comply with said Restrictions, Conditions, Covenants and Limitations.

RESIDENTIAL USE RESTRICTIONS AND EASEMENTS

All lots shall be improved and used solely for single-family residential use and shall have no more than one (1) residential unit therein. No lot shall be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any commercial, manufacturing, mercantile, storage, vending, or other such non-residential purposes, except:

- (a) Developer and Participating Builder, their successors and assigns, may use any portion of the development owned by them for a model home site, display and sales office during the construction and sales period.

Pedersen & Hardy
ATTORNEYS AT LAW
1601 LEWIS AVENUE, SUITE 205
BILLINGS, MONTANA 59102



- (b) On the 5-8 Acre Tracts, a small business, such as a plumber, electrician, heating and cooling contractor, may conduct their business from their residence as long as there is no external evidence of the business and as long as the occupations are conducted in conformance with all applicable governmental ordinances, and are merely incidental to the use of the lot as a residence. All vehicles and materials used in the business shall be enclosed by a building and at no time be visible to the public.
- (c) Also, the provisions of this section (Single Family Residential Use) shall not preclude professional, administrative occupations without external evidence thereof, and may have a home office so long as the use does not generate regular traffic and so long as such occupations are conducted in conformance with all applicable governmental ordinances, and are merely incidental to the use of the lot as a residence.

Each dwelling shall be constructed so that the floor area enclosed within the perimeter of the exterior walls, exclusive of the basement, if any, shall not be less than:

ON 1-2 ACRE TRACTS

- 1. 1,500 square feet on the main level of a one story ranch style or split entry house.
- 2. 1,400 square feet on the main level and 500 square feet on the upper level of a two story house.
- 3. 2,000 square feet on the lower 3 levels of a multi-level with a minimum cross sectional area at ground level of 1,780 square feet including the garage.

ON 5-8 ACRE TRACTS

- 1. 1,700 square feet on the main level of a one story ranch or split entry house.
- 2. 1,500 square feet on the main level and 600 square feet on the upper level of a two story house.
- 3. 2,200 square feet on the lower 3 levels of multi levels with a minimum cross sectional area at ground level of 1,980 square feet including the garage.

Each dwelling shall have at least a double garage with an enclosed floor area within the perimeter of its exterior of not



Yellowstone County

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Page: 3 of 23
06/09/2003 10:17A

less than 480 square feet. The 1-2 acre lots may have one (1) additional detached building, not to exceed 1,200 square feet and one (1) additional storage shed, not to exceed 120 square feet. The 5-8 acre lots may have one (1) additional detached building, not to exceed 5,000 square feet and two (2) additional storage sheds, not to exceed 120 square feet each and a corral facility, which shall be no closer than 150 feet of Pheasant Brook Drive and Circle. The detached buildings on both the 1-2 acre tracts and the 5-8 acre tracts shall not exceed 14 feet at the eaves and under no circumstances shall the roof line of the detached building exceed the height of the house. The detached structure shall be of like material and color on the 1-2 acre tracts and of like material and color or metal of like color on the 5-8 acre tracts. The detached structures shall not preclude the additional construction of a playhouse for children or a garden greenhouse so long as that each is constructed in such a manner so as to reasonably conform with the house on the lot.

A yard light must be installed within 10 feet from the front lot line. The yard light shall be a minimum of 6 feet above the ground, and a maximum of 9 feet from ground level. It shall be connected to a photocell, which will turn the light on at dusk and off at dawn. The maintenance of this light shall be the responsibility of the homeowner.

All structures shall be of a wood or steel frame constructed on site. All structures shall have an exterior surface of natural wood, synthetic wood, stone, brick, stucco or a combination thereof. Other materials may be used for exterior walls provided that such materials are designed and located in harmony with the surrounding structures and natural land features.

All buildings constructed shall be sided with conventional siding and no vinyl, T-111, or steel siding may be used except metal may be used for soffit and fascia. Color schemes must be earth tones for all structures. All structures must incorporate at least 150 square feet of brick, rock or other stone or masonry work on the front of the house or garage. Unless there is a central mail box system, each house must have a brick or stone



mailbox with a street address stone or plate.

No building or structure shall be erected, placed, constructed or remodeled so as to be less than 25 feet from the front lot line, less than 10 feet from the side lot line or less than 20 feet from the rear lot line, except that corner lots shall have a 25 foot setback requirement from the side lot line contiguous to courts or roads, except the 5 to 8 acre lots, the front setback shall not be less than 60 feet.

The height of the dwelling shall not be greater than 30 feet at the front elevation on the 1-2 acre lots and 33 feet on the 5-8 acre lots.

No residential lot shall be subdivided in any manner. Two or more continuous lots, if owned by the same record owner, may be combined as one lot for the purpose of applying these covenants by the record owner making such election in writing and duly recording the same with the Clerk and Recorder's Office, Yellowstone County, Montana, and thereafter such combined lots shall be treated as one for the purpose of applying these Covenants; any such combinations of lots shall have a lot line set-back requirement of 30 feet from the side lines of the combined lot area.

Consideration shall be made as to harmony of design with existing structures, location of structure with respect to existing structures, topography, nearness to property lines, finished grade elevations, effect of location and use of proposed structures on neighboring lots, proper facing on main elevation with respect to nearby streets and conformity of the plans and specification to the purpose and general plan and the intent of this declaration and the character of the subdivision. The objective is to retain privacy between lots and to prevent obstruction of views.

Each lot owner is required to submit 2 sets of plans and specifications to Yukon Development Corporation, or its successors as seller, for its review and approval and may not start any construction until approval has been given in writing. In connection with any application, Yukon may require submission to



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Page: 5 of 23
06/09/2003 10:17A

it of such plans, elevations, designs, and specifications as it deems appropriate to enable it to pass upon the application, all to the end that each building constructed on any lot shall be suitable to terrain and location, and consistent and harmonious in style, design, appearance, and quality with other buildings.

All construction on or in the premises shall be commenced within 30 days after equipment and/or materials used in the construction thereof are moved onto the sight and shall be diligently pursued to completion and shall in any event be completed within 12 months of commencement. No building shall commence until written authority for the construction of such building has been secured from Yukon Development or its successors. The dwelling must be completed inside and outside before it can be occupied and no structure shall be used as a temporary residence during construction.

All structures of said lots shall be of new construction and of wood or steel frame constructed on site and no buildings shall be moved from any other location onto any of said lots. No modular, manufactured, mobile, or otherwise pre-fabricated structures will be permitted. Any structure to be erected on any lot shall be commenced within thirty (30) days after equipment and/or materials to be used in the construction thereof are moved onto the location and all construction shall be pursued with reasonable diligence. Once construction has begun on any permanent foundation, the home must be completed within twelve (12) months.

No garage or other building whatsoever shall be erected on any of said lots before a house is constructed and building shall comply with the restrictions as herein contained.

No projections of any type (including antennas) shall be placed or permitted to remain above the roof of any building within the development, except one or more chimneys or vent stacks. If no high speed internet cable is available, the necessary equipment to receive wireless internet may be placed on the roof, but must be removed when cable is available.

Fences shall be maintained so they will not be unsightly or



detrimental in appearance and shall be not greater than five (5) feet in height. Fences on the 1-2 acre tracts will not be allowed in the front yards, or any area between the front of the house and the street the house is facing and may be of steel or of vinyl, or of chain link, although wood may be used for the purpose of landscaping. Perimeter fences on the 5-8 acre tracts shall be of white steel or white vinyl with a minimum of two (2) rails without front restriction and chain link enclosures may be for interior purposes only and cannot exceed 5 feet in height.

All utility cables and wires shall be installed underground and no radio, short wave, CB, or any other tower shall be erected on any lot.

Each owner of a lot or lots shall, within a period of eighteen months after the occupancy of a dwelling, provide grass and/or other appropriate landscape cover over all areas of the lot or lots and shall thereafter maintain the landscaping on his lot in a neat and attractive condition. This includes the removal of noxious weeds in accordance with county weed control standards and the proper disposal of trash and waste. Each owner of a lot or lots shall maintain unimproved lot areas such that the vegetation does not exceed a maximum height of six (6) inches. The 5-8 acre lots shall maintain a grazing control of not less than 50% of the plant.

Lots that are backing Laurel Airport Road and yard Office Road and lots that back any of the park areas are required to plant a minimum of 3 medium to large growing trees within twenty-five (25) feet of the back property line and three (3) additional trees within their property boundaries. All other lots are required to plant a minimum of six (6) trees within their property boundaries. All tree plantings to be completed within eighteen months after the occupancy of the dwelling.

Garbage containers shall be concealed from view and shall be stored in a garage or shed or located to the side of or to the rear of the dwelling except on days when garbage pick up is scheduled. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within the development, and no



odor shall be permitted to arise therefrom so as to render the development or any portion thereof unsanitary, unsightly, or offensive.

No noise or other nuisance shall be permitted to emanate, exist or operate upon any portion of a lot in the development so as to be offensive or detrimental to any other lot in the development or to its occupants. No motorcycles, dirt bikes, or other mechanized vehicles may be operated upon the equestrian trail or park areas. Nothing contained herein shall be deemed to prevent declarer or any participating builder from using heavy equipment, tools, or other devices for completion of the development.

No swine, poultry, goats, horses, cows, fowl, reptiles or any other animals shall be raised, bred or kept on any lot within the development, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not bred and maintained for any commercial purpose, and not kept in unreasonable quantities nor in violation of any applicable local ordinance except that on the 5-8 acre tracts horses or mules may be kept in accordance with the County Zoning Regulations. Household animals must be kept either within an enclosure, an enclosed yard, or on a leash or other restraint.

Each lot shall be subject to all easements and right-of-ways of record, or as shown on the recorded plat of Pheasant Brook Subdivision, and those which the owner may grant for the installation and maintenance of water, sewage, power, telephone and other utility lines. No shrubbery, trees, plantings or buildings shall be placed or built upon any such right-of-ways or easements.

Installation for all utility lines including but not limited to water, sewer, power, cable television and telephone shall be underground.

No owner shall park, or keep on any street within the development any large commercial type vehicle or any recreational vehicle or equipment. All trailers, campers, motorhomes, yard equipment, and similar vehicles shall be stored behind the front



elevation of the dwelling. The above restrictions exclude pickups, vans and similar vehicles up to and including one (1) ton trucks when used for every day transportation.

No signs, billboards or advertising devices of any kind, except those used in the sale of the property, shall be placed or otherwise installed on any lot or other building.

Satellite dish receivers shall not exceed 24" (twenty four inches) in diameter.

No improvement anywhere within the development will be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair.

There shall be no interference with the established draining pattern over any lot as to affect any other lot, unless an adequate alternative provision is made for proper draining. For the purpose hereof, "established drainage" is defined as the drainage, which exists at the time the lot, is conveyed to an owner or a participating builder.

Each owner of a lot or lots is required to connect, at owner's expense, to the water system for household purposes and other public utilities at the time the site becomes available.

At such time as Yukon has divested itself of ownership of all the lots within the subdivision, any provision herein may be amended or revoked, and additional provisions added at any time by written instrument duly signed and acknowledged by the owner of record of not less than sixty (60%) percent of the parcels covered under these covenants as described in the legal description on page 1 herein, provided, however, that any covenants which apply solely to the lots named in Exhibit "A" may not be amended unless all of the lot owners in Exhibit "A" consent to the amendments.

Attached, marked Exhibit "A", and by reference incorporated herein, are additional restrictions applying to the following described property located in Yellowstone County, Montana:

Lots 1, 2, 3 and 4, Block 6, and Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 7, of Pheasant Brook Subdivision, Yellowstone County, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said County.



These restrictions shall remain and exist on all of the described real property for a period of not less than 25 years and may be extended for another 25 years by sixty (60%) percent of the owners of record at that time.

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owners, their heirs, devisees, trustees, grantees, and all other parties claiming by, through or under them, shall be taken to hold, agree, and covenant with the owners of said lots, their heirs, devisees, trustees, grantees and assigns, and with each of the others of said lots, to conform and observe said restrictions as to the use of said lots, and the construction of improvements thereon. No restrictions therein set forth shall be personally binding upon any corporation, person, or persons, except to breaches committed during its, his, or their seizing of or title to said lands. The owner or owners of any of the above described lands or the Pheasant Brook Equestrian Association named in Exhibit "A", shall have the right to sue for breach of, or to enforce the observation of the restrictions above set forth, in addition to ordinary legal action for damages. The failure of the present owners, or the owner of any other lot, in the above described subdivision, to enforce the restrictions herein set forth at the time of any violation thereof, shall in no event be deemed a waiver of the right to do so. The grantees of any lot by the acceptance of a conveyance, covenant and agree to faithfully observe, abide, and conform to all of the conditions. Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect. If litigation is commenced, the prevailing party shall have, in addition to any other remedy applicable at law or equity, a reasonable attorney's fee and expenses.

IN WITNESS WHEREOF, YUKON DEVELOPMENT CORPORATION has executed this Declaration of Covenants the day and year first



3234208
Page: 10 of 23
06/09/2003 10:17A

above written.

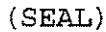
YUKON DEVELOPMENT CORPORATION

By:

President

STATE OF MONTANA)
) : ss.
County of Yellowstone)

This instrument was acknowledged before me on June 6,
2003, by Alan R. Lees, President of YUKON DEVELOPMENT
CORPORATION.



Printed Name: Linda I. Lane
Notary Public for the State of Montana
Residing at Laurie Montana
My Commission Expires, 2005 Sept. 29



HOMEOWNERS ASSOCIATION

The Pheasant Brook Equestrian Homeowners Association will own 35 shares of Big Ditch Water. Owners of the 5-8 acre tracts will be members of a Homeowners Association, which will deal with the maintenance and water cost of the irrigation ditches, and costs of maintaining the perimeter fence around the equestrian trail and the trail. The Association members must maintain their grazing areas with sufficient water as to not be a fire hazard.

1. **Membership in Association.** All owners of the following described lots shall be members of a Montana non-profit corporation, formed or about to be formed, known as "PHEASANT BROOK EQUESTRIAN HOMEOWNERS ASSOCIATION", herein called "Association".

Lots 1, 2, 3 and 4, Block 6, and Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 7, of Pheasant Brook Subdivision, Yellowstone County, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said County.

"Association Owner" shall mean each person owning an undivided interest in a lot, as shown by the records of the Yellowstone County Clerk and Recorder. If such Association Owner has sold to a third person under the terms of an agreement for future delivery of title, and notice of such agreement is recorded with the Yellowstone County Clerk and Recorder, such third person shall be deemed the Association Owner. Co-Association Owners, or joint Association Owners, shall be deemed to be one member for the purposes of voting and assessment. The affairs of the Association shall be governed by its Bylaws, attached hereto as Exhibit "A-1".

2. **Obligations of the Association.** The Association shall have the responsibility for maintaining the equestrian trail shown on the plat map which is or will be recorded with the Yellowstone County Clerk and Recorder. It shall also maintain the irrigation ditches and perimeter fence, and purchase liability insurance, if deemed necessary by the Association, on the ditches and equestrian trail in the Association, and pay all water assessments.



3. **Rights of the Association.** The Association shall have the right, but not the obligation to enforce this Declaration. In the event that any Association Owner who uses their property in such a way that violates these Restrictions set forth in the Declaration, or fails to pay the assessments noted below, the Association may notify the Association Owner to take corrective action. If corrective action is not taken by the Association Owner within a reasonable time, as determined by the Board, the Board may cause such corrective action to be taken and shall assess the expense of correction to the Association Owner as a special assessment, payable only by that Association Owner. If an Association Owner fails or refuses to pay such an assessment, the Association may file and foreclose a lien for the amount of the assessment, as provided below.

4. **Annual Assessments.** The Association, through its Board of Directors, shall establish and collect an annual assessment from each member to pay for all costs of the maintenance described in Section 2 above, to pay for liability insurance insuring the Association members against liability resulting from the Association's maintenance of the equestrian trail and irrigation ditches, for administrative and legal expenses, and for any other expenses authorized or required by the provisions of this Declaration. The Board shall not have the authority to increase the annual assessment more than 10% per year for these expenses without a vote of 51% of the Association Owners.

5. **Payment of assessments.** Each Association Owner shall be responsible for the payment of assessments within thirty days after notice of assessment is given by the Board. Assessments paid more than thirty days after the date when due, shall bear interest at the rate of 12% per annum from the due date until paid. All payments upon assessments shall be applied first to interest and then to the earliest assessment due. Interest collected shall become part of the Association's account. In no event shall the interest charged be more than permitted by the Montana usury statutes. All assessments collected by the Association may be commingled in a single fund. The



Secretary-Treasurer of the Association shall maintain records showing the amounts of all assessments paid and unpaid. Such records shall be available for inspection at all reasonable times by Association Owners or their representatives.

6. **Covenant to pay maintenance assessments.** Each Association Owner, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to the Association all assessments lawfully made by the Association and to waive any right said Association Owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption for said assessments. Association Owners and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of conveyance of any lot, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. The Secretary-Treasurer of the Association shall notify third parties, upon their request, of the amount of unpaid assessments on any lot.

7. **Remedies for non-payment of assessments.** All unpaid sums assessed by the Association to any lot, together with interest, collection costs, costs of suit, and reasonable attorney fees, shall constitute a lien on such lot, and if filed of record, may be foreclosed in the same manner as a construction lien. Such lien shall not take priority over any sums unpaid on a first mortgage or trust indenture of record prior to the recording of the lien for assessments. Each assessment, together with interest, collection, costs and costs of suit, and reasonable attorney fees, shall also be the personal obligation of the Association Owner of the lot against which the assessment was made at the time the assessment fell due and suit to recover a money judgment for unpaid assessments shall be maintainable by the Association against said owner without foreclosing or waiving the lien securing the same. All costs of collection of delinquent assessments, including but not limited to, court costs, costs of filing liens, and attorney fees, shall be the obligation of the non-paying owner, and may be added to the next regular assessment



for that lot. No sale or transfer of a lot or unit shall relieve the acquirer from liability for past due assessments or from the lien thereof. All rights, remedies and privileges granted to the Association or the owners pursuant to the terms hereof, shall be deemed to be cumulative.

8. **Limitations on Liability of Association.** In no event shall the Association be liable to any property owner, his or her heirs, successors, assigns, family or guests, employees, agents, invitees, or lessees or to any person using the equestrian trail, and any damages arising out of the maintenance of the equestrian trail or irrigation ditches. The restrictions which apply to the lots in this Exhibit "A" may be amended only if approved by all of the property owners of the lots named in this Exhibit "A".

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owners, their heirs, devisees, trustees, grantees, and all other parties claiming by, through or under them, shall be taken to hold, agree, and covenant with the owners of said lots, their heirs, devisees, trustees, grantees and assigns, and with each of the others of said lots, to conform and observe said restrictions as to the use of said lots, and the construction of improvements thereon. No restrictions therein set forth shall be personally binding upon any corporation, person, or persons, except to breaches committed during its, his, or their seizing of or title to said lands. The owner or owners of any of the above described lands of the Pheasant Brook Equestrian Homeowners Association, or the Association, shall have the right to sue for breach of, or to enforce the observation of the restrictions above set forth, in addition to ordinary legal action for damages. The failure of the present owners, or the owner of any other lot, in the above described subdivision, to enforce the restrictions herein set forth at the time of any violation thereof, shall in no event be deemed a waiver of the right to do so. The grantees of any lot by the acceptance of a conveyance,

EXHIBIT "A"



3234208

Page: 15 of 23
06/09/2003 10:17A

covenant and agree to faithfully observe, abide, and conform to all of the conditions. Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

If litigation is commenced, the prevailing party shall have, in addition to any other remedy applicable at law or equity, a reasonable attorney's fee and expenses.



3234208

Page: 16 of 23
06/09/2003 10:17A

BYLAWS OF PHEASANT BROOK HOMEOWNERS ASSOCIATION
(a non-profit corporation)

The Board of Directors of PHEASANT BROOK HOMEOWNERS ASSOCIATION, a Montana non-profit corporation, hereby adopt the following Bylaws:

OFFICES

9. **Principal office.** The principal office of this Corporation is situated at 2216 Broadwater Avenue, Billings, Montana 59102. The Board of Directors may change the principal office.

MEMBERS

10. **Membership.** Each owner of all of the following described lots shall be a member of the corporation:

Lots 1, 2, 3 and 4, Block 6, and Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 7, of Pheasant Brook Subdivision, Yellowstone County, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said County.

Co-owners, or joint owners of a lot or unit shall be deemed to be one member for the purposes of voting and assessment.

11. **Annual Meeting.** The annual meeting of the members for election of Directors, approval of an annual budget, and the transaction of such other business as may properly come before them shall be held at the principal office of this corporation or at such other place that shall be set forth in the Notice of meeting. The annual meeting shall be held on the first Monday of August 2003 at 1:00 o'clock P. M. and on the first Monday of April of each and every year thereafter.

12. **Notice of Annual Meeting.** The Secretary-treasurer of this corporation shall give written notice stating the place, day and hour of the meeting by delivering the same not less than ten (10) days prior to the date of the meeting, if notice is personally delivered, or not less than thirty (30) days, nor more than fifty (50) days before the date of the meeting, if notice is delivered by mail, to each member of record entitled to vote at

EXHIBIT "A-1"



3234208

Page: 17 of 23
06/09/2003 10:17A

such meeting. The notice shall be deemed delivered when deposited in the United States mail addressed to the member at the member's address as it appears on records of the corporation with postage prepaid thereon.

13. **Special Meeting.** Special meetings of the Members may be called by the Board of Directors or by not less than twenty-five percent (25%) of all the members entitled to vote at the meeting. Notice of said special meeting shall be given in the same manner as notice for the annual meeting as outlined in Section 4 above; provided, that the notice, in addition to all other requirements, must state the purpose or purposes for which the meeting is called. No business other than that specified in the Notice of Meeting shall be transacted at any such special meeting.

14. **Quorum of Members.** A majority of the members entitled to vote represented in person or by proxy shall constitute a quorum at a meeting of members. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If a quorum is present, the affirmative vote of the majority of members represented at the meeting and entitled to vote on the subject matter shall be the act of the members unless the vote of a greater number is required by the Articles of Incorporation, these Bylaws, or the Declaration of Restrictions for PHEASANT BROOK. Approval of an increase in regular annual assessments which is more than 10% greater than assessments for the prior year, and approval of special assessments shall require an affirmative vote of 51% of the members.

If a meeting cannot be organized because a quorum is not present, those present may adjourn the meeting from time to time until a quorum is present at which time any business may be transacted that could have been transacted at the meeting as originally called.

15. **Voting.** Each member shall be entitled to one (1) vote. For voting purposes, co-owners of a single lot or unit shall be considered to be a single member, with one vote. A member may vote

EXHIBIT "A-1"



either in person or by proxy properly executed. At each election for directors, every member entitled to vote at such election shall have the right to vote in person or by proxy duly executed for as many persons as there are directors to be elected.

16. **Proxies.** Every proxy must be dated and signed by the member, and given to the Secretary/Treasurer before or at the time of the meeting. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution. Every proxy shall be revocable by the member executing it.

17. **Order of Business.** The order of business at all meetings of the members shall be as follows:

- (a) Proof of notice of meeting or waiver of notice.
- (b) Reading of minutes of preceding meeting.
- (c) Reports.
- (d) Business.

18. **Informal Action.** Resolutions required or permitted to be approved by members may be approved without a meeting of members if the written resolution is signed by at least 51% of the members entitled to vote, and filed with the corporate records.

BOARD OF DIRECTORS

19. **Directors.** The Corporation shall be governed by a board of three persons, all of whom shall be members of the Corporation, who shall be elected by majority vote of the members present at the annual meeting. The Directors shall serve without compensation.

20. **Term.** At the first annual meeting of the Corporation, three Directors shall be elected. The term of two of the Directors shall be fixed for one year. The term of one of the Directors shall be fixed at two years. At the expiration of the initial term of each Director, an election shall be held; all successor Directors shall serve two-year terms. A Director may be re-elected to successive terms.

21. **Initial Directors.** Until the first annual meeting, ALAN LEES, TRACY HAAG and BECKY HAAG shall serve as Directors.

22. **Powers and duties of Directors.** The Board of Directors shall have the powers and duties necessary for the administration

EXHIBIT "A-1"



3234208

Page: 19 of 23
06/09/2003 10:17A

of the affairs of the Corporation, and may do all acts and things as are not by law, by these Bylaws or by the Declaration of Restrictions of Pheasant Brook Division, directed to be exercised and done by the members.

- (a) The Directors shall have the power to contract for improvements to, and maintenance of the equestrian trail.
- (b) The Board shall have the power to levy and collect regular annual assessments.
- (c) The Board shall have the power to levy and collect special assessments approved by the members.
- (d) The Board shall prepare an annual budget and obtain contractors' bids for insurance, improvements and maintenance of the equestrian trail and ditches.
- (e) The Board shall have the authority to take appropriate legal action to collect delinquent assessments, to file a lien against any lot having delinquent assessments, and to levy penalties and interest charged in accordance with the Declaration of Restrictions of Pheasant Brook Subdivision.
- (f) The Board shall have the power to enter into and carry out contracts as necessary to its duties herein.
- (g) The Board shall have the power to establish a bank account for the Corporation and to keep records in accordance with common accounting procedures.
- (h) The Board shall have the power to employ and pay a Secretary-Treasurer.

23. **Removal of Directors.** Any Director may be removed for good cause by a vote of a majority of the members entitled to vote, at any regular or special meeting of the Corporation called for that purpose. In the event of such removal, a successor may then and there be elected to fill the vacancy thus created.

24. **Vacancies in Board of Directors.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by vote of the members, shall be filled by a vote of the majority of the remaining Directors, and each person so selected shall serve until the next annual meeting of the Corporation, at which time the members shall elect a successor to fill out the

EXHIBIT "A-1"



balance of the unexpired term.

25. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of such regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or facsimile at least three days prior to the date of such meeting.

26. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or facsimile which notice shall state the time, date, place and purpose of the meeting.

27. **Quorum.** A quorum of the Board for transaction of business at any meeting shall be a majority of the Directors.

28. **Proxies.** Only directors will be allowed an official vote. No Proxies shall be allowed under any circumstances.

OFFICERS

29. **Designation.** The officers of this Corporation shall be a President, a Vice-President and a Secretary/Treasurer.

30. **Election and Term of Officers.** The officers shall be elected by the Board of Directors, for a one year term. Officers may be re-elected for successive terms. The President and Vice President shall be members of the Corporation; the Secretary-Treasurer need not be a member of the Corporation.

31. **Payment of Officers.** The President and Vice-President shall serve without salary; the Secretary/Treasurer may be paid a reasonable salary, as determined by the Board.

32. **Removal of Officers.** Any officer may be removed at any time for cause by vote of a majority of the Directors then in office.

33. **Filling Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

34. **President.** The President shall be the chief executive

EXHIBIT "A-1"



officer of this Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the affairs of this Corporation. The President shall preside at all meetings of the Board of Directors and of the members.

35. **Vice-President.** In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to, all the restrictions upon the President.

36. **Secretary/Treasurer.** The Secretary/Treasurer shall keep the minutes of every meeting held and conduct such correspondence as the Board deems necessary. The Secretary/Treasurer shall have the care and custody of and be responsible for all funds and securities of this Corporation and shall deposit such funds and securities in the name of this Corporation in such bank or safe deposit companies as the Board of Directors may designate and shall have authority to pay out and dispose of all orders for payment of money under the direction of the President or the Board of Directors. The Secretary/Treasurer shall keep at the principal office of this Corporation accurate books of account of all its business and transactions and shall at all reasonable hours exhibit books and accounts to any Director or Member of this Corporation, shall render a report of the condition of the finances of this Corporation at each regular meeting of the Board of Directors and regular meeting of members, and shall perform all duties incident to the office of Secretary/Treasurer.

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

37. **Contracts and Instruments.** The President or Vice-President shall sign and approve all contracts and instruments on behalf of this Corporation, after authorization has been granted and approval obtained from a majority of the Board of Directors.

38. **Checks and Drafts.** All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness, issued in the name of or payable to this Corporation, shall be signed or endorsed by such person or persons and in such manner

EXHIBIT "A-1"



as, from time to time, shall be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by any two (2) of the officers of this Corporation.

39. **Depository.** All funds of this Corporation shall be deposited from time to time to the credit of this Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

MISCELLANEOUS PROVISIONS

40. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of law or under the provisions of the Articles of Incorporation or the Bylaws of this Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

41. **Amendment of Bylaws.** These bylaws may be altered, amended, or repealed and new Bylaws may be adopted by three-quarters (3/4) of the members entitled to vote, at any regular meeting or at any special meeting of this corporation.

42. **Transfer of Membership.** One membership is attached to each of the lots and units within Pheasant Brook Subdivision; a membership shall not be transferable except upon transfer of said lot or unit. Said membership is appurtenant to and runs with the lot or unit.


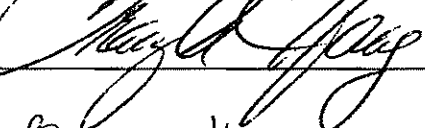
43. **Expulsion of Members.** Members may not be expelled from the Corporation and their voting rights cannot be canceled. No member may withdraw from the Corporation so long as that member owns a lot or unit in Pheasant Brook Subdivision.

3 **Reimbursement of Costs and Expenses.** All officers and directors shall be reimbursed their costs and expenses directly incurred in work performed in furthering the purposes of this Corporation.

44. **Dissolution.** The Corporation shall be dissolved only if the equestrian trail is no longer in existence.



BYLAWS DATED JUNE 6, 2003.



Becky Haag



Yellowstone County

AFF

14.00

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Page: 1 of 2
05/18/2010 08:24A

Return To:
Pedersen & Hardy, P.C.
1001 South 24th Street West, Suite 315
Billings, Montana 59102

AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF MONTANA)
 : ss.
County of Yellowstone)

CAROL HARDY, being first duly sworn, deposes and says:

1. Our firm prepared the Declaration of Covenants for Pheasant Brook Subdivision, and Exhibits "A" and "A-1" attached thereto, recorded in the office of the Clerk and Recorder of Yellowstone County, Montana, on June 9, 2008, as Document No. 3234208.

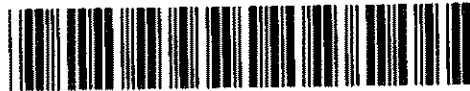
2. Exhibit "A", entitled "Homeowners Association" incorrectly identified the name of the Homeowner's Association as "Pheasant Brook Equestrian Homeowners Association." The correct name of the Association is "Pheasant Brook Homeowners Association", as indicated on Exhibit "A-1".

Pheasant Brook Subdivision is located on the following described real property located in Yellowstone County, Montana, to-wit:

Lots 3 and 4 and the South 1/2 of the NW1/4 of Section 2, Township 2 South, Range 24 East, of the Principal Montana Meridian, in Yellowstone County, Montana.

DATED this 11 day of May, 2010.


CAROL HARDY



Yellowstone County

AFF

14.00


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Page: 2 of 2
05/18/2010 08:24A

VERIFICATION

CAROL HARDY, being first duly sworn, deposes and says:

That she has read the foregoing and knows of her own personal knowledge that the facts and matters stated therein are true, accurate and correct.


CAROL HARDY

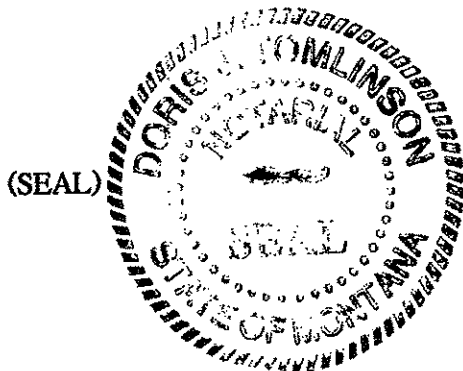
STATE OF MONTANA)

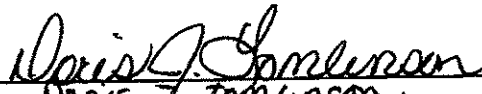
: ss.

County of Yellowstone)

On this 11th day of may, 2010, before me, the undersigned, a Notary Public for the State of Montana, personally appeared CAROL HARDY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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




Doris J. Tomlinson
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires July 30, 2012



STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder
Yellowstone County
Billings, Montana

E.Q. #03-2821
03-69j

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as: **Pheasant Brook Subdivision, Phase II, III & IV:**

A tract of land located in the NW1/4 of Section 2, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana

consisting of forty-six (46) lots, thirty-six (36) of which have been reviewed by personnel of the Permitting and Compliance Division, and,

THAT the documents and data required by ARM Title 17 Chapter 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the plat is made with the understanding that the following conditions shall be met:

THAT Block 1, Lot 1; Block 2, Lots 2, 4, 5, 6, 17 & 18; Block 4, Lot 2; and the lots designated: "Park 1" and "Park 2," are exempt from review under ARM 17.36.605(2)(a) which states: "*A parcel that has no existing facilities for water supply, wastewater disposal, and solid waste disposal, if no new facilities will be constructed on the parcel,*" and,

THAT the lot sizes as indicated on the plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT each lot shall be used for one (1) single-family dwelling, and,

THAT the single-family dwellings shall not have more than 3 bedrooms, and,

THAT each individual water system will consist of a new well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT data provided indicates an acceptable water source at a depth of approximately 25 to 100-feet, and,



Page 2 of 4

Pheasant Brook Subdivision, Phase II, III & IV

Yellowstone County

E.Q. #03-2821

THAT the individual sewage treatment systems for Block 1, Lots 2, 4 and 5; Block 2, Lots 1, 9, 11, 15 and 16; Block 3, Lots 1, 2, 3, 8, 9, 10, 11, 13 and 14; and, Block 4, Lots 1, 3 and 5, will each consist of a 1,000 gallon septic tank with an effluent filter followed by a subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the sub-surface drainfield for Block 1, Lots 2 and 4; Block 2, Lots 1, 11 and 16; Block 3, Lots 1, 2, 3, 8, 9, 10, 11, 13 and 14; and, Block 4, Lots 1 and 5, shall have an absorption area of sufficient size to provide 0.4 gallons per day per square feet, and,

THAT the sub-surface drainfield for Block 1, Lot 5; Block 2, Lots 9, 15 and 16; and, Block 4, Lot 3, shall have an absorption area of sufficient size to provide 0.3 gallons per day per square feet, and,

THAT the individual sewage treatment systems for Block 1, Lots 3 and 6; Block 2, Lots 3, 7, 8, 10, 12, 13 and 14; Block 3, Lots 4, 5, 6, 7 and 12; Block 4, Lots 4 and 6; will consist of a 1,000 gallon septic tank with an effluent filter; a 1,000 gallon dosing tank followed by a pressure-dosed subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the pressure-dosed sub-surface drainfield for Block 2, Lots 8, 10 and 12; and, Block 3, Lots 4 and 6, shall have an absorption area of sufficient size to provide 0.4 gallons per day per square feet, and will be constructed in accordance with Department Circular DEQ-4 and the approved plans dated 12/04/03 and received by the Department on 12/05/03, from Engineering Inc., of Billings, and,

THAT the pressure-dosed at-grade drainfield for Block 2, Lot 7 shall have an absorption area of sufficient size to provide 0.4 gallons per day per square feet, and, will be constructed in accordance with Department Circular DEQ-4 and the approved plans dated 12/04/03 and received by the Department on 12/05/03, from Engineering Inc., of Billings, and,

THAT the pressure-dosed sub-surface drainfield for Block 2, Lots 13 and 14; Block 3, Lots 5, 7 and 12; and, Block 4, Lot 4, shall have an absorption area of sufficient size to provide 0.3 gallons per day per square feet, and, will be constructed in accordance with Department Circular DEQ-4 and the approved plans dated 12/04/03 and received by the Department on 12/05/03, from Engineering Inc., of Billings, and,



Page 3 of 4

Pheasant Brook Subdivision, Phase II, III & IV

Yellowstone County

E.Q. #03-2821

THAT the pressure-dosed sub-surface drainfield for Block 1, Lots 3 and 6; and, Block 4, Lot 6, shall have an absorption area of sufficient size to provide 0.2 gallons per day per square feet, and, will be constructed in accordance with Department Circular DEQ-4 and the approved plans dated 12/04/03 and received by the Department on 12/05/03, from Engineering Inc., of Billings, and,

THAT the pressure-dosed at-grade drainfield for Block 2, Lot 3 shall have an absorption area of sufficient size to provide 0.2 gallons per day per square feet, and, will be constructed in accordance with Department Circular DEQ-4 and the approved plans dated 12/04/03 and received by the Department on 12/05/03, from Engineering Inc., of Billings, and,

THAT the drainfield trench on Block 2, Lots 9, 10, 13, 15 and 16; and, Block 3, Lots 9, 10, 11 and 12, shall not exceed 12-inches in depth below the ground surface, and,

THAT the drainfield trench on Block 1, Lot 2; Block 2, Lot 14; and, Block 4, Lots 1 and 4, shall not exceed 24-inches in depth below the ground surface, and,

THAT all of the remaining drainfield trench in this subdivision shall not exceed 30-inches in depth below the ground surface, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum high water level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT water supply, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT the plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Sub-Chapters 3 and 9, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the plat, approved location of water supply and sewage treatment system as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,



Page 4 of 4

Pheasant Brook Subdivision, Phase II, III & IV

Yellowstone County

E.Q. #03-2821

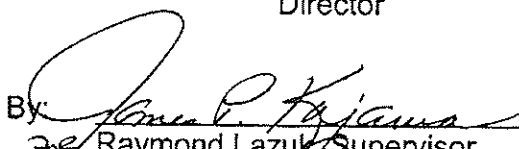
THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

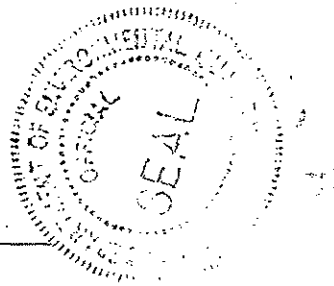
YOU ARE REQUESTED to record this certificate by attaching it to the plat filed in your office as required by law.

DATED this 10th day of December, 2003.

Jan P. Sensibaugh
Director

By


Raymond Lazuk, Supervisor
Subdivision Review Section
Permitting and Compliance Division
Department of Environmental Quality

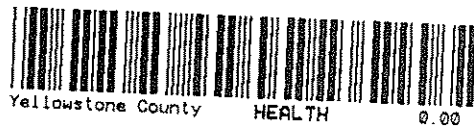


Owner's Name: Yukon Development Corp./Tracy Haag



Montana Department of

ENVIRONMENTAL QUALITY



3268224

Page: 5 of 14
12/16/2003 02:56P

MEMO

To: James P. Kujawa
From: Sheryl D. Consort *SDC*
Date: November 17, 2003
Subject: Nondegradation Comments for Pheasant Brook Phases II, III, & IV (EQ#03-2821) Yellowstone Co.

In response to the above submittal, the Department has completed its determination of significance for this project. This determination is made pursuant to the Administrative Rules of Montana (ARM) 17.30.701-717 and 17.30.501-518.

The Department concludes that this project as proposed will not degrade state waters. Please refer to the attached checklist and below for specific information regarding this determination.

This approval is based on the locations, dimensions, and orientations of the 38 single-family drainfields as submitted September 26, 2003. This approval is based on standard septic and drainfield sewage treatment systems for these lots.



3268224

Page: 6 of 14
12/16/2003 02:56P**SUBDIVISION SIGNIFICANCE DETERMINATION CHECKLIST**
MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)Subdivision Name Pheasant Brook Phases II, III, & IVEQ Number 03-2821Date Reviewed November 17, 2003Reviewer Sheryl Consort

2nd Reviewer _____

Determination: SignificantXX Non-Significant Incomplete

rev. 01/2000

Part I: Applicability/Exclusions	YES/NO	Notes / Basis for decision
ARM 17.30.701(1) & 75-5-103(9), MCA 1. Are any high quality waters affected? (Include downstream and downgradient) If NO, the nondegradation requirements are not applicable.	YES	
ARM 17.30.702(16) & 17.30.705(1) 2. New or increased source of pollutants? If NO, the nondegradation requirements are not applicable.	YES	
3. Activity categorically excluded under ARM 17.30.716 or 75-5-317, MCA? If YES, the Activity is Non-Significant.	NO	
4. Non-Significant under ARM 17.30.715(3)? (Public Notice Required) If YES, the Activity is Non-Significant.	NO	
ARM 17.30 sub-chapter 5 5. Is this determination contingent upon granting a mixing zone? If YES, determine if a mixing zone can be granted before going on to Part II. If NO, continue on to Part II.	YES	100-foot mixing zones for 38 lots less than 2 acres
Part II: Significance Determination	YES/NO	Notes / Basis for decision
ARM 17.30.715(1)(a) 6. Change in mean monthly flow of the surface water > 15%, or change in 7Q10 flow > 10%.	NO	
ARM 17.30.715(1)(b) 7. Concentration of carcinogen or parameter with BCF > 300 in discharge greater than receiving water.	NO	
ARM 17.30.715(1)(c) 8. Increase in toxics or nutrients > trigger value and concentration after mixing > 15% of lowest applicable standard. For nutrients, if the answer is YES, the criteria in question #10 must also be exceeded for the activity to be significant.	NO	
ARM 17.30.715(1)(f) 9. Increase of a harmful parameter > 10% of applicable standard and existing water quality > 40% of applicable standard.	NO	
ARM 17.30.715(1)(g) 10. Measurable effect on a beneficial use or measurable changes in aquatic life or ecological integrity from a narrative parameter.	NO	
11. Increase in nitrate-nitrogen in groundwater at a mixing zone boundary exceeds that allowed in ARM 17.30.715(1)(d).	NO	Nitrate concentrations are below 5.0 mg/L at the end of the mixing zones using K = 440 ft/day; gradient = 0.01 ft/ft (~S45°E); and background nitrate = 0.1 mg/L.
ARM 17.30.715(1)(e) 12. Increases in phosphorus in groundwater where adsorptive capacity of soils will be exceeded within 50 years and will reach surface water, or the activity does not employ department approved water quality protection practices.	NO	Nearest downgradient state water is the Big Ditch 100 feet from the nearest drainfield. Breakthrough for all of the drainfields is non-significant.
13. Significant under ARM 17.30.715(2)?	NO	
If any answer to Questions #6 through #13 is YES, the Activity is Significant (except for question #8 as applied to nutrients).		

GROUND WATER MIXING ZONE DETERMINATION CHECKLIST¹ MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

Subdivision Name Pheasant Brook Phases II, III & IV
EQ Number 03-2821
Reviewer Sheryl Consort

Date Reviewed January 13, 2003
Outfalls _____
2nd Reviewer _____

Determination (ARM 17.30.515)

☐ Modified Mixing Zone approved

☐ Source Specific Mixing Zone approved

☐ Mixing Zone denied

☒ Standard Mixing Zone approved

rev. 01/2000

GENERAL CONSIDERATIONS

ITEMS	YES/NO ²	NOTES/DEPARTMENT FINDINGS
1. ARM 17.30.515(2) Has applicant requested a mixing zone? If no, a mixing zone cannot be granted.	YES	
2. ARM 17.30.505(1)(a) Is a single mixing zone sufficient for all parameters? If no, explain.	YES	100-foot mixing zone for lots less than 2 acres
3. ARM 17.30.505(1)(b) For a new or increased source, are changes at the mixing zone boundary significant degradation pursuant to ARM 17.30 sub-chapter 7? If yes, did the Department issue an authorization to degrade state waters pursuant to 75-5-303, MCA?	NO	
4. ARM 17.30.505(1)(c) Was the discharge under a permit issued prior to April 29, 1993, with an allowed mixing zone? If yes, is there evidence that the previously allowed mixing zone will impair existing or anticipated uses?	NO	
5. ARM 17.30.505(1)(d) Have the minimum treatment requirements been met, and have all reasonable land, soil, and water conservation practices been applied? If yes, treatment to purer than natural condition is not required.	YES	
6. ARM 17.30.505(1)(e) Due to the potential for harm to the impacted water and its beneficial uses, is monitoring in the mixing zone required?	NO	
7. ARM 17.30.505(1)(f) Are additional conditions required to comply with ARM 17.30 sub-chapter 5? If yes, what are the conditions?	NO	
8. ARM 17.30.505(1), 516 & 517 Describe applicability, size, configuration, and location of all mixing zones.	NA	100-foot standard mixing zone for 38 lots less than 2 acres as shown on lot layout submitted September 26, 2003.

WATER QUALITY ASSESSMENT

(If answer to any of the following questions (# 9 - 15) is yes, a mixing zone may not be applicable and additional explanation in the NOTES section is necessary. See rules for applicability and specific requirements.)

9. ARM 17.30.506(1) Will mixing zone threaten or impair existing beneficial uses?	NO	
10. ARM 17.30.506(1) Does the applicant need to provide additional information to determine if mixing zone is allowable?	NO	
11a. ARM 17.30.506(2)(b) Is the mixing zone within the zone of influence of any existing drinking water well, recreational well, or drinking water intake?	NO	



Yellowstone County

HEALTH

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Page: 7 of 14
12/16/2003 02:56P

GROUND WATER MIXING ZONE DETERMINATION CHECKLIST MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

11b.	ARM 17.30.508(2)(u) Is the mixing zone within or immediately adjacent to a recreational area?	NO	
12.	ARM 17.30.506(2)(d) Are there persistence and toxicity concerns for the parameters discharged?	NO	
13.	ARM 17.30.509(2)(f) Are there cumulative effects of multiple or overlapping mixing zones?	NO	
14.	ARM 17.30.506(2)(g) Are there unpredictable or unusual conditions in the subsurface (fractures, for example) which may result in adverse effects from pollutants in the ground water mixing zone?	NO	
15.	ARM 17.30.508(2)(h) & 17.30.507(3) Does the ground water discharge enter surface water within a reasonably short distance or time? If yes, a surface water mixing zone may also be applicable pursuant to ARM 17.30.507(3).	NO	

GROUND WATER MIXING ZONE RESTRICTIONS

(If answer to any of the following questions (# 16 - 17) is yes, a mixing zone may not be applicable and additional explanation in the NOTES section is necessary. See rules for applicability and specific requirements.)

16.	ARM 17.30.508(1)(a) Are human health based standards exceeded beyond the ground water mixing zone boundary?	NO	
17.	ARM 17.30.508(2) Does the mixing zone intercept the zone of influence of an existing drinking water supply well?	NO	

STANDARD GROUND WATER MIXING ZONE

18.	ARM 17.30.517(1)(a)(b)(c)&(d) Is a standard ground water mixing zone appropriate? If no, skip to question #20.	YES	
19.	ARM 17.30.517(1)(d)(a) Is there a site-specific, impact-related reason to require monitoring at the downgradient mixing zone boundary?	NO	

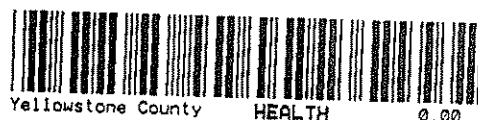
SOURCE SPECIFIC GROUND WATER MIXING ZONE

20.	ARM 17.30.518(1) Has the applicant requested a source specific ground water mixing zone? If no, questions 21 and 22 are not applicable.	NO	
21.	ARM 17.30.518(2) Does the requested source specific ground water mixing zone comply with requirements of ARM 17.30.506, 17.30.507 and 75-5-303, MCA?	NA	
22.	ARM 17.30.518(5) For source specific ground water mixing zones, are the requirements of 75-5-301(4), MCA satisfied? Have the applicable items in ARM 17.30.518(5)(a through i) been addressed adequately?	NA	

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Footnotes:

1. This checklist is a quick reference guide that summarizes rule language. Please see the applicable rule for the complete rule language.
2. For questions #1-8 and #18-22, either response (YES or NO) may require an additional explanation be included in the NOTES section.
3. If a question is not applicable, place "NA" in the YES/NO column.



Yellowstone County

HEALTH

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Page: 8 of 14
12/16/2003 02:56P



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Page: 9 of 14
12/16/2003 02:56P

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HEALTH

Yellowstone County

PHASE II

LOTS 1-6, BLOCK 1

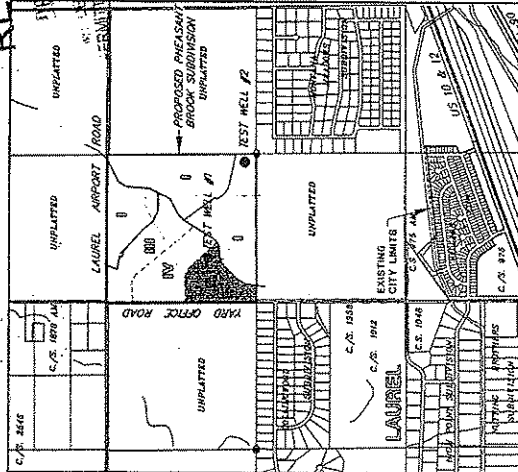
LOTS 12-18, BLOCK 2

LOTS 2, 4, 5, 6, 17, & 18, BLOCK 2; LOT 1, BLOCK 1; LOT 2, BLOCK 4;
PARK 1 & PARK 2 ARE EXEMPT FROM REVIEW PER ARM 17.36.605(2)(a).
NO FACILITIES REQUIRING WATER SUPPLY, WASTEWATER DISPOSAL, AND
SOLID WASTE DISPOSAL MAY BE CONSTRUCTED ON THESE PARCELS.

RECEIVED

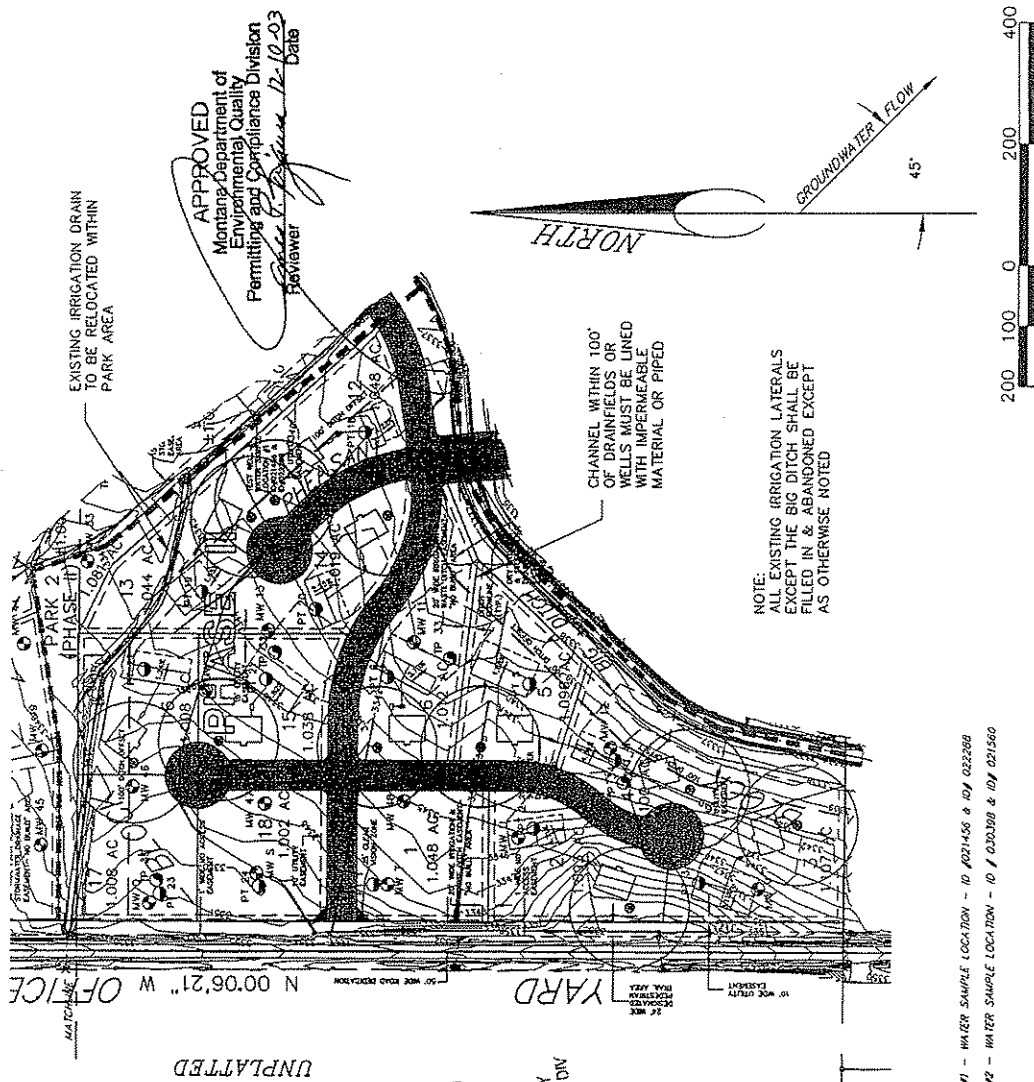
DEC 05 2003

DEPT OF ENV. QUALITY
PERMITTING & COMPLIANCE DIV



VICINITY MAP
NOT TO SCALE

- TEST WELL #1 - WATER SAMPLE LOCATION - 10 / 021456 & 10 / 022268
- TEST WELL #2 - WATER SAMPLE LOCATION - 10 / 030398 & 10 / 021560



Expt 03-2821

ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
9017 2ND CIRCLE
SPOKANE, IDAHO 83402
409-521-5255
409-521-5256



SITE LAYOUT FOR
PHEASANT BROOK SUBDIVISION, PHASE II
BEING THE NW 1/4 OF SECTION 2, T. 2 S., R. 24 E., P. 14M.
YELLOWSTONE COUNTY, MONTANA
PREPARED FOR: YIMCO DEVELOPMENT CORP.

CAD: CHW/PJD
DATE: 12/16/03
PROJECT: 03-2821

DESIGNED BY:
CHECKED BY:
DATE: 12/16/03

SCALE: 1"=200'

FILE NO. 03-2821

PROJECT NO. 03-2821

SHEET 1 OF 1

3268224

Page: 10 of 14
12/16/2003 02:56P



Yellowstone County HEALTH 0.00

PHASE III

LOT 1, BLOCK 2
LOTS 1-7, BLOCK 3
LOTS 1-6, BLOCK 4

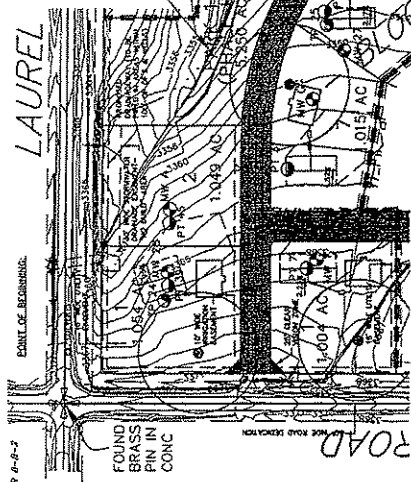
CHANNEL WITHIN 100'
OF DRAINFIELDS OR
WELLS MUST BE LINED
WITH IMPERMEABLE
MATERIAL OR PIPED

LOTS 2, 4, 5, 6, 17, & 18, BLOCK 2; LOT 1, BLOCK 1; LOT 2, BLOCK 4;
PARK 1 & PARK 2 ARE EXEMPT FROM REVIEW PER ARM 17.36.605(2)(a).
NO FACILITIES REQUIRING WATER SUPPLY, WASTEWATER DISPOSAL, AND
SOLID WASTE DISPOSAL MAY BE CONSTRUCTED ON THESE PARCELS.

APPROVED
Montana Department of
Environmental Quality
Permitting and Compliance Division
Reviewed: *[Signature]* Date: 12-10-03

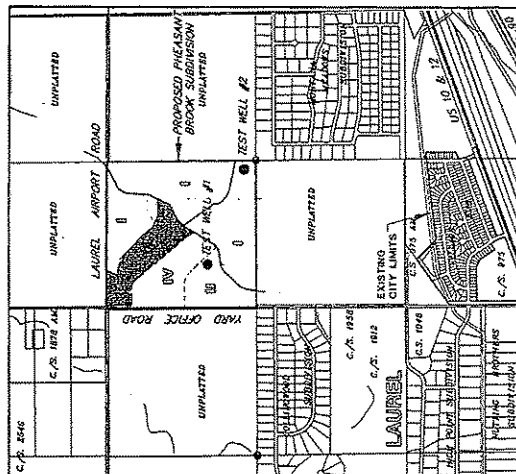


GROUNDWATER FLOW
45°



NOTE:
ALL EXISTING IRRIGATION LATERALS
EXCEPT THE BIG DITCH SHALL BE
FILLED IN & ABANDONED EXCEPT
AS OTHERWISE NOTED

- TEST WELL #1 - WATER SAMPLE LOCATION - ID #021456 & 10/ 022288
- TEST WELL #2 - WATER SAMPLE LOCATION - ID # 020388 & 10/ 021560



VICINITY MAP
NOT TO SCALE

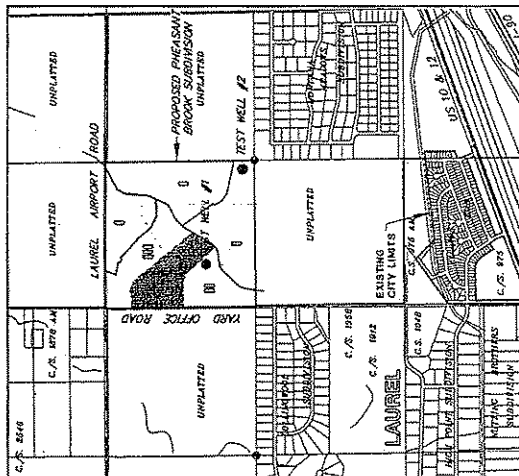
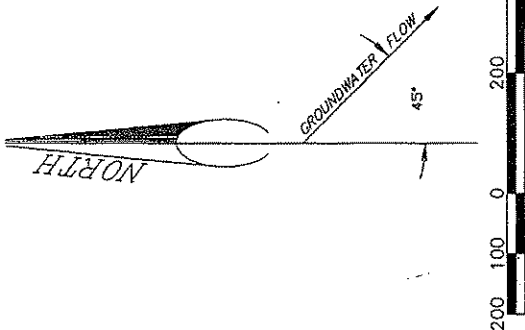
Eq# 03-28a.1

ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
DATE: 02-05-2003
PROJECT: PHEASANT BROOK SUBDIVISION
SHEET: 10 OF 14



SITE LAYOUT FOR
PHEASANT BROOK SUBDIVISION, PHASE III
BEING THE NW 1/4 OF SECTION 2, T. 2 S., R. 24 E., PL. 10
YELLOWSTONE COUNTY, MONTANA
PREPARED FOR: VULCAN DEVELOPMENT CORP.

DATE: 12/1/03
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]
SCALE: 1"=200'
SHEET: 10 OF 14



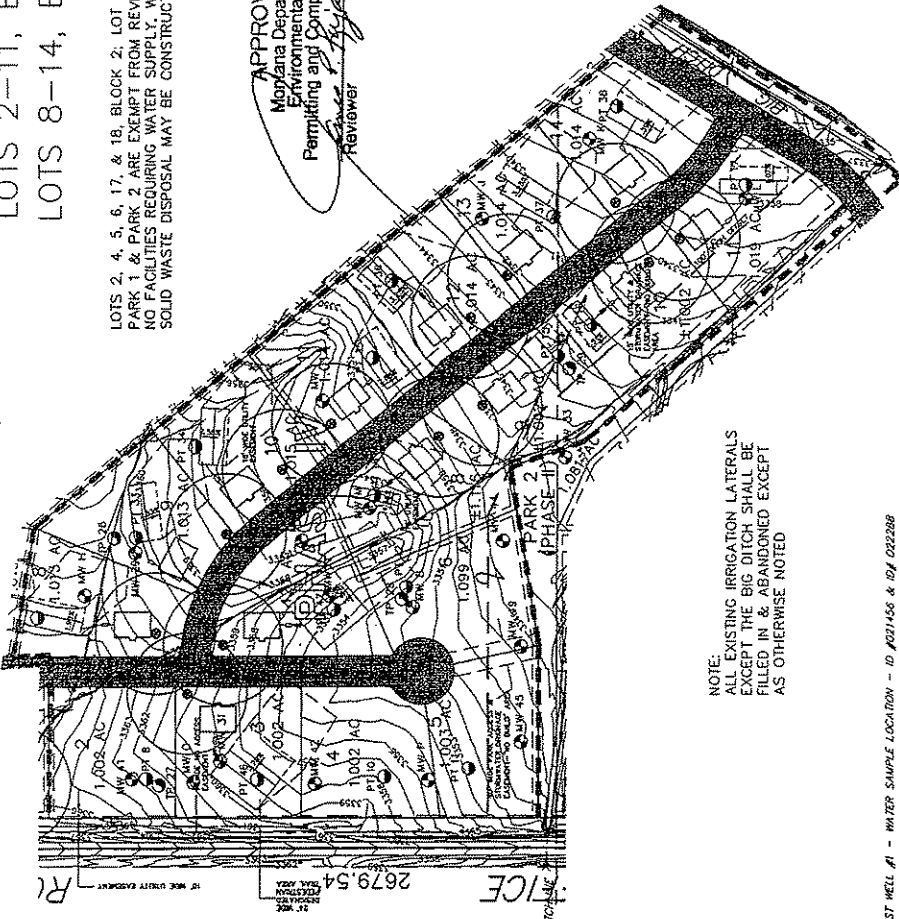
VICINITY MAP
 NOT TO SCALE

PHASE IV

LOTS 2-11, BLOCK 2
 LOTS 8-14, BLOCK 3

LOTS 2, 4, 5, 6, 17, & 18, BLOCK 2; LOT 1, BLOCK 1; LOT 2, BLOCK 4;
 PARK 1 & PARK 2 ARE EXEMPT FROM REVIEW PER ARM 17.36 605(2)(g).
 NO FACILITIES REQUIRING WATER SUPPLY, WASTEWATER DISPOSAL, AND
 SOLID WASTE DISPOSAL MAY BE CONSTRUCTED ON THESE PARCELS.

APPROVED
 Montana Department of
 Environmental Quality
 Permitting and Compliance Division
 Date: 12-10-03
 Reviewer: [Signature]



NOTE:
 ALL EXISTING IRRIGATION LATERALS
 EXCEPT THE BIG DITCH SHALL BE
 FILLED IN & ABANDONED EXCEPT
 AS OTHERWISE NOTED

- TEST WELL #1 - WATER SAMPLE LOCATION - ID #001456 & ID# 022288
- TEST WELL #2 - WATER SAMPLE LOCATION - ID # 030198 & ID# 021560

File: 03 - 2821

~~DRAINFIELD CONSTRUCTION NOTES (PER DEC-4 CHAPTER 8):~~

1. PIPES FROM SEPTIC TANKS MUST HAVE SOLID WALLS AND MINIMUM DOWNWARD SLOPES OF 1/8 INCH PER FOOT.
 2. A MANHOLE MUST BE INSTALLED BETWEEN THE SEPTIC TANK AND ABSORPTION TRENCHES. THE MANHOLE MUST BE WATER-TIGHT CONSTRUCTION. DISTRIBUTION BOXES MUST BE SET AT LEAST 6 INCHES ABOVE FINISHED GRADE.
 3. EACH DISTRIBUTION BOX MUST BE SET LEVEL AND ARRANGED SO THAT ALL MANIFOLDS AND DISTRIBUTED BOXES MUST BE SET LEVEL AND ARRANGED SO THAT EFFLUENT IS EVENLY DISTRIBUTED TO EACH DISTRIBUTION PIPE. SPECIAL PROVISIONS MUST BE MADE TO MINIMIZE MOVEMENT OF DISTRIBUTION BOXES DUE TO SETTLEMENT.
 4. EACH DISTRIBUTION BOX MUST BE PROVIDED EITHER THROUGH A RISER OR THE DISTRIBUTION BOX MUST BE MARKED WITH IRON OR A SUITABLE, DURABLE MARKER.
 5. EACH OUTLET OF DISTRIBUTION BOX MUST SERVE AN EQUAL AMOUNT OF UNPAVED AREA.
 6. THE PIPE CONNECTING A MANHOLE OR DISTRIBUTION BOX TO A DISTRIBUTION TROUGH MUST BE SOLID WALL WITH TIGHT JOINTS AND PROPERLY BEDDED THROUGHOUT ITS LENGTH.
 7. WHEN A MANHOLE IS USED, THERE MUST BE AN EQUAL NUMBER OF DISTRIBUTION PIPES SPACED EVENLY ON BOTH SIDES OF THE JUNCTION OF THE INLET PIPE TO THE MANHOLE.
 8. LATERALS FROM A COMMON MANHOLE OR DISTRIBUTION BOX MUST BE EQUAL IN LENGTH.
 9. WHEN THE TRENCHES HAVE BEEN EXCAVATED, THE SIDES AND BOTTOM MUST BE PREPARED TO SCARIFY ANY SHARPENED SURFACES. CONSTRUCTION EQUIPMENT NOT NEEDED TO CONSTRUCT THE SYSTEM SHOULD BE KEPT OFF THE SYSTEM TO PREVENT DAMAGE TO THE WORKING TRENCHES.
 10. FOR THE PURPOSE OF THIS SPECIFICATION, THE SYSTEM SHALL BE UNDERSTANDABLE AS THE SOIL MOISTURE CONTENT IS HIGH.
- NOTE: IF A SAMPLE OF SOIL WITHIN THE WORKING DEPTH CAN BE EASILY ROLLED INTO BALLS, IT IS TOO CASI, THE SOIL MOISTURE CONTENT IS TOO HIGH FOR CONSTRUCTION PURPOSES.
- a. b. c. d. e. f. g. h. i. j. k. l. m. n. o. p. q. r. s. t. u. v. w. x. y. z. aa. ab. ac. ad. ae. af. ag. ah. ai. aj. ak. al. am. an. ao. ap. aq. ar. as. at. au. av. aw. ax. ay. az. ba. bb. bc. bd. be. bf. bg. bh. bi. bj. bk. bl. bm. bn. bo. bp. bq. br. bs. bt. bu. bv. bw. bx. by. bz. ca. cb. cc. cd. ce. cf. cg. ch. ci. cj. ck. cl. cm. cn. co. cp. cq. cr. cs. ct. cu. cv. cw. cx. cy. cz. da. db. dc. dd. de. df. dg. dh. di. dj. dk. dl. dm. dn. do. dp. dq. dr. ds. dt. du. dv. dw. dx. dy. dz. ea. eb. ec. ed. ee. ef. eg. eh. ei. ej. ek. el. em. en. eo. ep. eq. er. es. et. eu. ev. ew. ex. ey. ez. fa. fb. fc. fd. fe. ff. fg. fh. fi. fj. fk. fl. fm. fn. fo. fp. fq. fr. fs. ft. fu. fv. fw. fx. fy. fz. ga. gb. gc. gd. ge. gf. gg. gh. gi. gj. gk. gl. gm. gn. go. gp. gq. gr. gs. gt. gu. gv. gw. gx. gy. gz. ha. hb. hc. hd. he. hf. hg. hh. hi. hj. hk. hl. hm. hn. ho. hp. hq. hr. hs. ht. hu. hv. hw. hx. hy. hz. ia. ib. ic. id. ie. if. ig. ih. ii. ij. ik. il. im. in. io. ip. iq. ir. is. it. iu. iv. iw. ix. iy. iz. ja. jb. jc. jd. je. jf. jg. jh. ji. jj. jk. jl. jm. jn. jo. jp. jq. jr. js. jt. ju. jv. jw. jx. jy. jz. ka. kb. kc. kd. ke. kf. kg. kh. ki. kj. kk. kl. km. kn. ko. kp. kq. kr. ks. kt. ku. kv. kw. kx. ky. kz. la. lb. lc. ld. le. lf. lg. lh. li. lj. lk. ll. lm. ln. lo. lp. lq. lr. ls. lt. lu. lv. lw. lx. ly. lz. ma. mb. mc. md. me. mf. mg. mh. mi. mj. mk. ml. mm. mn. mo. mp. mq. mr. ms. mt. mu. mv. mw. mx. my. mz. na. nb. nc. nd. ne. nf. ng. nh. ni. nj. nk. nl. nm. no. np. nq. nr. ns. nt. nu. nv. nw. nx. ny. nz. oa. ob. oc. od. oe. of. og. oh. oi. oj. ok. ol. om. on. oo. op. oq. or. os. ot. ou. ov. ow. ox. oy. oz. pa. pb. pc. pd. pe. pf. pg. ph. pi. pj. pk. pl. pm. pn. po. pp. pq. pr. ps. pt. pu. pv. pw. px. py. pz. qa. qb. qc. qd. qe. qf. qg. qh. qi. qj. qk. ql. qm. qn. qo. qp. qq. qr. qs. qt. qu. qv. qw. qx. qy. qz. ra. rb. rc. rd. re. rf. rg. rh. ri. rj. rk. rl. rm. rn. ro. rp. rq. rr. rs. rt. ru. rv. rw. rx. ry. rz. sa. sb. sc. sd. se. sf. sg. sh. si. sj. sk. sl. sm. sn. so. sp. sq. sr. ss. st. su. sv. sw. sx. sy. sz. ta. tb. tc. td. te. tf. tg. th. ti. tj. tk. tl. tm. tn. to. tp. tq. tr. ts. tt. tu. tv. tw. tx. ty. tz. ua. ub. uc. ud. ue. uf. ug. uh. ui. uj. uk. ul. um. un. uo. up. uq. ur. us. ut. uu. uv. uw. ux. uy. uz. va. vb. vc. vd. ve. vf. vg. vh. vi. vj. vk. vl. vm. vn. vo. vp. vq. vr. vs. vt. vu. vv. vw. vx. vy. vz. wa. wb. wc. wd. we. wf. wg. wh. wi. wj. wk. wl. wm. wn. wo. wp. wq. wr. ws. wt. wu. wv. ww. wx. wy. wz. xa. xb. xc. xd. xe. xf. xg. xh. xi. xj. xk. xl. xm. xn. xo. xp. xq. xr. xs. xt. xu. xv. xw. xx. xy. xz. ya. yb. yc. yd. ye. yf. yg. yh. yi. yj. yk. yl. ym. yn. yo. yp. yq. yr. ys. yt. yu. yv. yw. yx. yy. yz. za. zb. zc. zd. ze. zf. zg. zh. zi. zj. zk. zl. zm. zn. zo. zp. zq. zr. zs. zt. zu. zv. zw. zx. zy. zz.

NOTE:

ALL SEPTIC, DRAINFIELD, & WELL SYSTEMS SHALL MEET ALL DEPARTMENT OF ENVIRONMENTAL QUALITY CIRCULAR DEC-4 STANDARDS AND REGULATIONS.

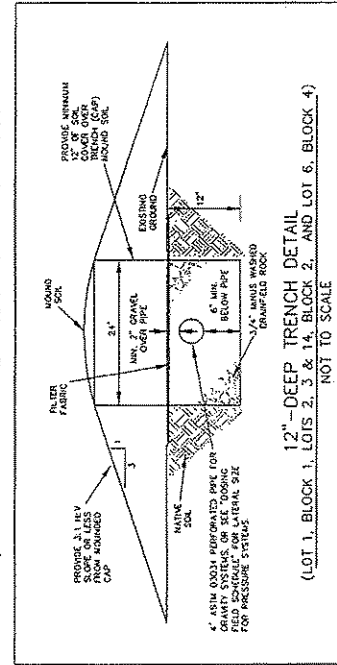
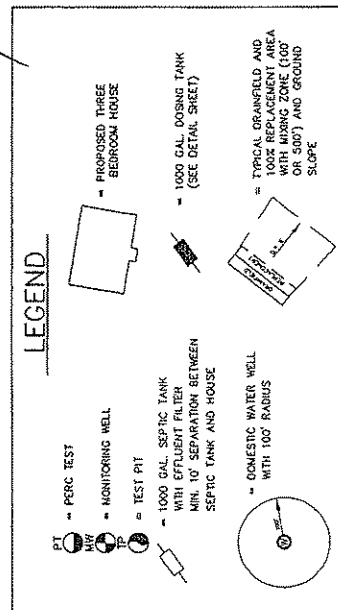
APPROVED
Montana Department of
Environmental Quality
Permitting and Compliance Division
Date 11-10-03
Doreen P. Higgins

DRAINFIELD SUMMARY TABLE

BLOCK	LOT	SUBSTRATE TYPE	NO. OF TECHES	WEIR (IN)	TRENCH (IN)	DEEP (IN)	LENGTH (IN)	WIDTH (IN)	DEPTH (IN)	TOTAL U
1	1	NONE	4	NA	NA	2	24	94	23	376
1	2	CONV	4	2	2	30	30	94	23	376
1	3	CONV	4	2	2	30	30	94	23	376
1	4	CONV	5	2	30	30	100	30	500	500
1	5	CONV	5	3	30	30	100	31	500	500
1	6	DOSED	5	3	30	30	100	31	500	500
2	1	NONE	4	NA	NA	2	24	94	23	376
2	2	NONE	4	NA	NA	2	24	94	23	376
2	3	AT-GRADE	5	3	3	30	30	75	35	375
2	4	AT-GRADE	5	3	3	30	30	75	35	375
2	5	NONE	NA	NA	NA	NA	NA	NA	NA	NA
2	6	NONE	NA	NA	NA	NA	NA	NA	NA	NA
2	7	NONE	NA	NA	NA	NA	NA	NA	NA	NA
2	8	AT-GRADE	5	3	3	30	30	75	35	375
2	9	CONV	5	3	30	30	84	17	232	350
2	10	CONV	5	3	30	30	84	17	232	350
2	11	CONV	4	2	30	30	94	23	376	376
2	12	DOSED	4	2	30	30	63	24	252	352
2	13	DOSED	6	3	3	12	98	38	336	336
2	14	DOSED	6	3	3	12	98	38	336	336
2	15	CONV	5	3	3	14	104	34	420	420
2	16	CONV	4	2	12	94	23	376	376	376
2	17	NONE	NA	NA	NA	NA	NA	NA	NA	NA
2	18	CONV	NA	NA	NA	NA	NA	NA	NA	NA
3	1	CONV	4	2	30	30	94	23	376	376
3	2	CONV	4	2	30	30	94	23	376	376
3	3	CONV	4	2	30	30	94	23	376	376
3	4	CONV	4	2	30	30	94	23	376	376
3	5	DOSED	3	2	3	24	94	17	352	352
3	6	DOSED	3	30	30	84	17	252	352	352
3	7	DOSED	4	3	30	84	24	336	336	336
3	8	CONV	4	2	10	94	23	376	376	376
3	9	CONV	4	2	12	94	23	376	376	376
3	10	CONV	4	2	12	94	23	376	376	376
3	11	CONV	4	2	12	94	23	376	376	376
3	12	DOSED	4	2	12	94	24	336	336	336
3	13	DOSED	4	2	12	94	24	336	336	336
3	14	CONV	4	2	30	30	75	35	375	375
4	1	CONV	5	2	24	75	30	50	375	375
4	2	NONE	NA	NA	NA	NA	NA	NA	NA	NA
4	3	DOSED	5	3	24	104	30	440	440	440
4	4	DOSED	5	3	24	84	30	440	440	440
4	5	CONV	4	4	30	84	23	376	376	376
4	6	DOSED	4	5	30	100	31	500	500	500

• 320

- 1) ALL TRENCHES SPACED 7' O.C. UNLESS OTHERWISE NOTED.
- 2) REFER TO PRESSURE DOSED TANK DETAIL SHEET FOR DOSED SYSTEMS.
- 3) REFER TO AT-CRANE SYSTEM DETAIL SHEET FOR AT-CRANE SYSTEMS.
- 4) AT-CRANE SYSTEMS OF TOTAL LENGTH* AND "OF TOTAL WIDTH" REFER TO THE ACTUAL TRENCH LENGTH AND THE WIDTH OF DRAINFIELD MEASURED FROM THE OUTSIDE EDGE OF THE OUTSIDE TRENCHES. REFER TO DETAIL FOR ACTUAL OUTSIDE DIMENSIONS.
- 5) TOTAL OF WIDTH* AND TOTAL OF LENGTH REFER TO OUTSIDE DIMENSION OF DF.



12"-DEEP TRENCH DETAIL
(LOT 1, BLOCK 1, LOIS 2, 3 & 14, BLOCK 2, AND LOT 6, BLOCK 4)

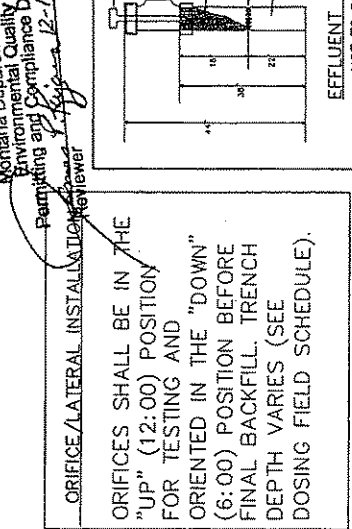
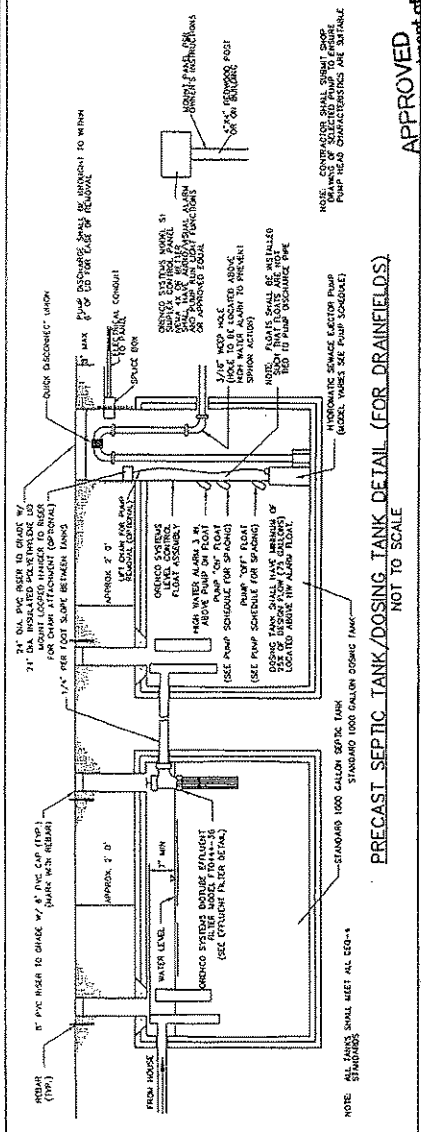
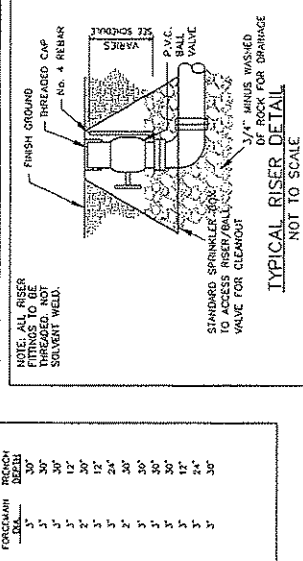
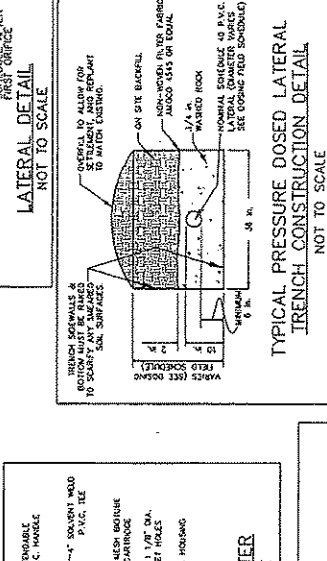
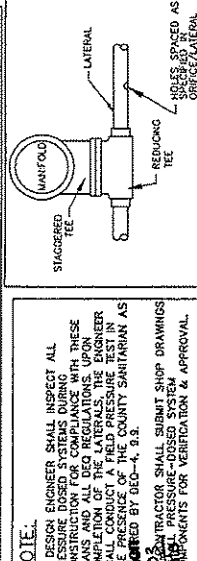
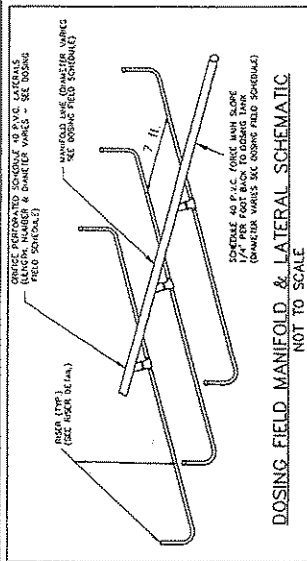
NOT TO SCALE

53#03-2831



PHASANT BROOK SUBDIVISION, PHASE II-IV
BEING THE NW 1/4 OF SECTION 2, T. 2 S., R. 24 E., PL. 1
YELLOWSTONE COUNTY, MONTANA
PREPARED FOR: WILSON DEVELOPMENT CORP.

[illegible]



ORIFICE / LATERAL SCHEDULE

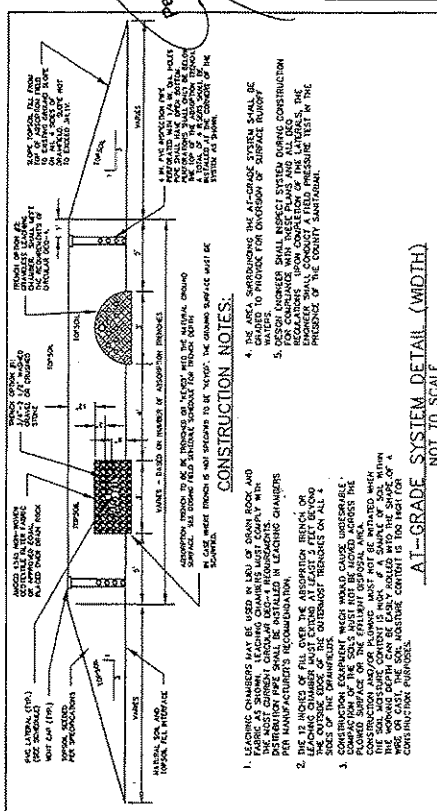
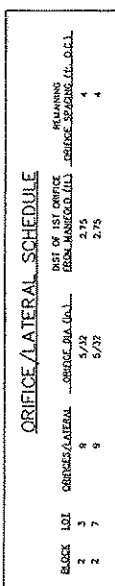
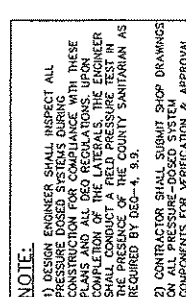
BLOCK	LOT	ORIFICE / LATERAL	ORIFICE DIA. (IN.)	ORIFICE SCHEDULE (IN. S.C.E.)	REMAINING
1	3	11	5/32	2.5	4.5
1	6	11	5/32	2.5	4.5
2	10	13	5/32	3	3
2	10	13	5/32	3	3
2	13	9	5/32	2	3
2	14	10	5/32	3	4
3	5	10	5/32	3	4
3	5	10	5/32	3	4
3	6	10	5/32	3	4
3	12	8	5/32	3	4.5
4	4	10	5/32	3	4
4	4	11	5/32	2.5	4.5

DOSING FIELD SCHEDULE

BLOCK	LOT	LATERAL LENGTH	MANIFOLD LENGTH	FORCE MAIN LENGTH	REACH
1	3	10	10	10	30'
1	6	10	10	10	30'
2	10	10	10	10	30'
2	10	10	10	10	30'
2	13	10	10	10	30'
2	14	10	10	10	30'
3	5	10	10	10	30'
3	5	10	10	10	30'
3	6	10	10	10	30'
3	12	10	10	10	30'
4	4	10	10	10	30'
4	4	10	10	10	30'

PUMP SCHEDULE

BLOCK	LOT	DESIGN FLOW (GPM)	RECOMMENDED PUMP BRAND/MODEL	HP	10\"/>
1	3	10.3	HYDROMATIC SP40, SINGLE PHASE, 230VAC	1/2	15'
1	6	10.3	HYDROMATIC SP40, SINGLE PHASE, 230VAC	1/2	15'
2	10	10.8	HYDROMATIC SP40, SINGLE PHASE, 230VAC	1/2	15'
2	10	10.8	HYDROMATIC SP40, SINGLE PHASE, 230VAC	1/2	15'
2	13	17.3	HYDROMATIC SP40, SINGLE PHASE, 230VAC	1/2	15'
2	14	17.3	HYDROMATIC SP40, SINGLE PHASE, 230VAC	1/2	15'
3	5	17.3	HYDROMATIC SP40, SINGLE PHASE, 230VAC	1/2	15'
3	5	17.3	HYDROMATIC SP40, SINGLE PHASE, 230VAC	1/2	15'
3	6	16.8	HYDROMATIC SP40, SINGLE PHASE, 230VAC	1/2	15'
3	12	16.8	HYDROMATIC SP40, SINGLE PHASE, 230VAC	1/2	15'
4	4	13.2	HYDROMATIC SP40, SINGLE PHASE, 230VAC	1/2	15'



DOSING FIELD SCHEDULE										
BLOCK	LOI	# of LATERALS	LATERAL		MANFOLD		FORCUMIN		TRENCH	
			IN	OUT	IN	OUT	IN	OUT	IN	OUT
2	3	10	12.5	1 1/4"	28.5	3"	10	3"	3"	3"
2	7	10	37.5	1 1/4"	28.5	3"	6"	3"	3"	3"

NOTE: ALL DOW PIPE SHALL BE SCHEDULE 40

BLOCK	LOT	THK (IN.)	DESIGN FLOW (GPM)	PUMP SCHEDULE		"OFF" FLAT HEIGHT FROM BOTTOM OF TANK	"ON/OFF" FLAT SEPARATION
				* RECOMMENDED PUMP BEARING/AXIS	HP		
2	3	23.2	75.9	HYDRA-MATIC SP-50, SINGLE PHASE, 230VAC	1/2	15"	7"
2	7	20.1	70.8	HYDRA-MATIC SP-50, SINGLE PHASE, 230VAC	1/2	15"	7"

*NOTE: PUMP SUBSTITUTIONS MUST BE APPROVED BY ENGINEER.

[illegible]

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Page: 14 of 14
12/18/2023 02:56P

Page: 14 of 14
12/18/2023 02:58 PM

Yellowstone County HEALTH 0.00

HEALTH



Yellowstone County

HEALTH

0.00

3318002

Page: 1 of 5
01/06/2005 11:12A

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder E.Q. #05-1117
Yellowstone County 05-03yel
Billings, Montana

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as: **Pheasant Brook Subdivision, Phase II, III & IV: Block 1, Lot 1; Block 2, Lots 2, 4, 5, 6, 17 & 18; Block 4, Lot 2, Removal of Sanitary Restrictions; and, Block 4, Lot 1,**
Rewrite:

A tract of land located in the NW1/4 of Section 2, Township 2 South, Range 24 East,
P.M.M., Yellowstone County, Montana

consisting of nine (9) lots which have been reviewed by personnel of the Permitting and Compliance Division, and,

THAT the documents and data required by ARM Title 17 Chapter 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the plat is made with the understanding that the following conditions shall be met:

THAT this Certificate supersedes Certificate No. EQ#03-2821, dated 12/10/03, for Block 4, Lot 1 only, and,

THAT Block 4, Lot 1 will be used solely for the location of a multi-user drainfield and is exempt from review under ARM 17.36.605(2)(a) which states: "*A parcel that has no existing facilities for water supply, wastewater disposal, and solid waste disposal, if no new facilities will be constructed on the parcel,*" and,

THAT the lot sizes as indicated on the plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT each lot shall be used for one (1) single-family dwelling, and,

THAT the single-family dwellings shall not have more than 3 bedrooms, and,

THAT each individual water system will consist of a new well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT data provided indicates an acceptable water source at a depth of approximately 25 to 100-feet, and,



Page 2 of 3

Pheasant Brook Subdivision,

Phase II, III & IV:

**Block 1, Lot 1; Block 2, Lots 2, 4, 5, 6, 17 & 18; Block 4, Lot 2,
Removal of Sanitary Restrictions; and, Block 4, Lot 1, Rewrite:**

Yellowstone County

E.Q. #05-1117

THAT each individual sewage treatment systems for Block 1, Lot 1; Block 2, Lots 2, 4, 5, 6, 17 & 18; Block 4, Lot 2, will consist of a 1,000 gallon septic tank with an effluent filter; a 1,000 gallon dosing tank which will pump effluent only to a multi-user pressure sewer system, and,

THAT the multi-user STEP system shall consist of approximately 1,900 lineal feet of 1 1/2-inch SDR 9 HDPE pressure sewer main; five(5) blow-off valves; a 2,400 gallon collection tank with dual dosing pumps and a 4-zone pressure-dosed sub-surface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3 and 6 ARM, and,

THAT the pressure dosed sub-surface drainfield shall have an absorption area of sufficient size to provide 0.4 square feet per gallon per day, and, that each zone will have eleven(11) laterals, 46-feet in length, for a total combined absorption area of 6,072 square feet, and,

THAT the multi-user pressure-dosed drainfield trenches will be no deeper than 24-inches below the natural ground surface, and,

THAT the daily wastewater flow into the multi-user pressure-dosed drainfield is limited to 2,400 gallons per day, and,

THAT the multi-user wastewater treatment system shall be constructed in accordance with the Department approved plans and specifications dated 5/25/04; received by the Department on 7/21/04, from Engineering Inc., of Billings. and,

THAT the operation and maintenance of the individual on-site septic and dosing tanks is the responsibility of the lot owner, and,

THAT the pressure sewer main, collection tank and multi-user drainfield shall be owned, operated and maintained by the developer until such time as it is taken over by the Pheasant Brook Multi-User Wastewater System Homeowner's Association, formed by the owner's of the lots connected to the system, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum high water level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT water supply, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT the plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Sub-Chapters 3 and 9, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,



3318002

Page: 3 of 6
01/06/2005 11:12A

Page 3 of 3

Pheasant Brook Subdivision,

Phase II, III & IV:

**Block 1, Lot 1; Block 2, Lots 2, 4, 5, 6, 17 & 18; Block 4, Lot 2,
Removal of Sanitary Restrictions; and, Block 4, Lot 1, Rewrite:**

Yellowstone County

E.Q. #05-1117

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the plat, approved location of water supply and sewage treatment system as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

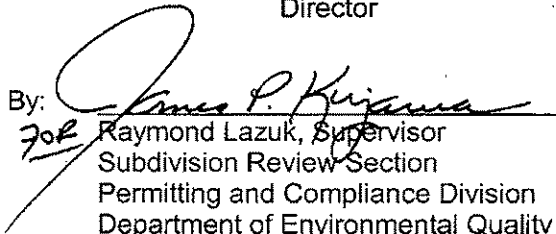
THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

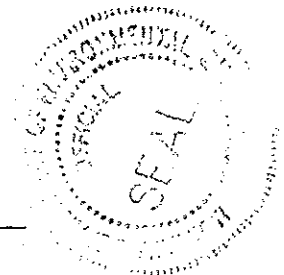
YOU ARE REQUESTED to record this certificate by attaching it to the plat filed in your office as required by law.

DATED this 21st day of December, 2004.

Jan P. Sensibaugh
Director

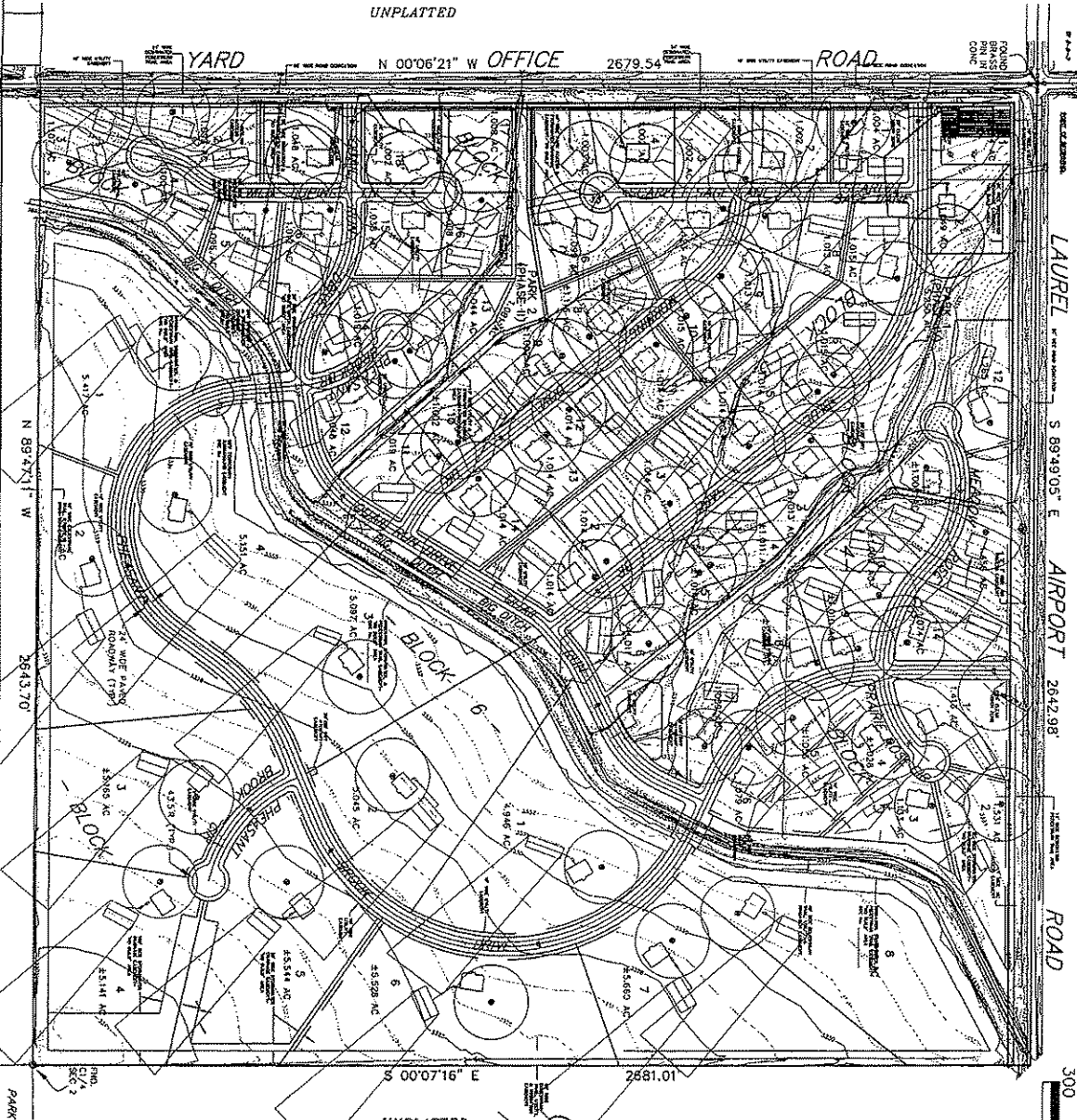
By:


702 Raymond Lazuk, Supervisor
Subdivision Review Section
Permitting and Compliance Division
Department of Environmental Quality



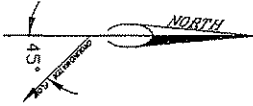
Owner's Name: Yukon Development Corp./Tracy Haag

PREPARED FOR: YUKON DEVELOPMENT, INC.
 PREPARED BY: ENGINEERING, INC.
 SCALE: 1" = 300'



SEPTEMBER, 2004
 BILLINGS, MONTANA

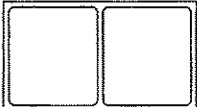
APPROVED
 Montana Department of
 Environmental Quality
 Permitting and Compliance Division
 Date: 08-27-04
 Reviewer: [Signature]



3318002
 Page: 4 of 6
 01/06/2005 11:12A

DATE	08/20/04
REVISION	
DESIGNED BY	
CHECKED BY	
DATE	08/20/04
PROJECT NO.	02050
SHEET	1 OF 3

PHEASANT BROOK SUBDIVISION
 BEING THE SW 1/4 OF SECTION 24 T. 2 S., R. 24 E., P.M.M.
 YELLOWSTONE, MONTANA
 OVERALL SITE LAYOUT



ENGINEERING, INC.
 Consulting Engineers and Land Surveyors
 1269 South 23rd Street West
 Billings, Montana 59102
 Phone (406) 656-5255
 www.enginc.com

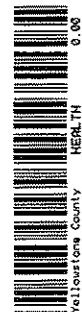
DATE: 1-2-200
 RT: 1P-045T
 PROJECT NO.: 020356
 SHEL: 2 of 3

APPROVED BY: _____
 QUALITY ASSURANCE _____

PREPARED FOR: YUKON DEVELOPMENT, INC.
 PREPARED BY: ENGINEERING, INC.
 SCALE: 1" = 40'

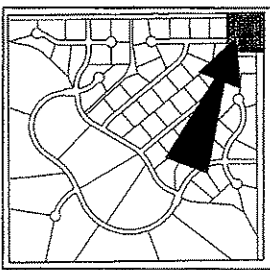
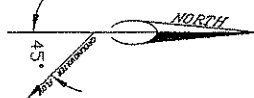
SITE LAYOUT OF
PHEASANT BROOK SUBDIVISION
 LOT 1, BLOCK 4
 BEING THE NW 1/4 OF SECTION 2, T. 2 S., R. 24 E., P.M.M.
 YELLOWSTONE COUNTY, MONTANA

021111 5007/90/10
 9 10 9 : 0854
200813C



40 20 0 40 80

SEPTEMBER, 2004
 BILLINGS, MONTANA



VICINITY MAP
 NOT TO SCALE

APPROVED
 Montana Department of
 Environmental Quality
 Permitting and Compliance Division
 Date: 11-24-04
 11-24-04

EQ# 05-1117

PHEASANT BROOK SUBDIVISION	
PROVIDE LOW PRESSURE SANITARY SEWER IMPROVEMENTS TO LOTS 1 & 2, BLOCK 4; LOTS 2, 4, 5, 6, 17, & 18, BLOCK 2; AND LOT 1, BLOCK 1 YELLOWSTONE, MONTANA	
SITE LAYOUT: LOT 1, BLOCK 4	
DATE: 11-24-04	BY: [Signature]
PROJECT NO.: 05-1117	OWNER: YUKON DEVELOPMENT, INC.
SCALE: 1" = 40'	FILE: LP-BASE
ROUTE NO.: 00202	SHEET: 3 OF 3



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