



**FIRST  
MONTANA  
TITLE**



## PROPERTY PROFILE

25 Sunlight Circle

Janae Ruiz

406-545-9729

[Janae@RealtyBillings.com](mailto:Janae@RealtyBillings.com)

PROPERTY PROFILE PREPARED FOR YOU BY:

KATIE MEURER

KATIE@FIRSTMONTANATITLE.COM

406.869.9663



This information is furnished without charge, liability, or obligation by First Montana Title Company of Billings in conformance with the rules established by Montana Insurance Commissioner.

DATE: June 25, 2025

PROPERTY PROFILE

RECORD OWNER: Don V. Piper and Linda E. Piper

ADDRESS: 25 Sunlight Circle Billings, MT 59101

TRUST INDENTURES/MORTGAGES/CONTRACTS: None Found

TAX INFORMATION: **C15089** See Attached

RECORDED CCR's: See Attached

LEGAL DESCRIPTION:

LOT 2, BLOCK 3, OF EMERALD EAGLE ESTATES SUBDIVISION, IN  
YELLOWSTONE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL PLAT ON  
FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, UNDER  
DOCUMENT #3333174.



# Yellowstone County, Montana Property Tax Detail For C15089



**TaxCode: C15089**

**Owner Listed On Last Tax Statement**

**Last Updated: September 29, 2024**

Primary Owner: PIPER, DON V

**Owner as of June 4, 2025**

Primary Owner Name: PIPER, DON V

Additional Legal Owner: PIPER, LINDA E

**2025 Mailing Address**

Mailing Address: PIPER, DON V  
25 SUNLIGHT CIR  
BILLINGS, MT 59101-7059

**Property Information**

Property Address: 25 SUNLIGHT CIR  
Township: 01 N Range: 27 E Section: 29  
Subdivision: EMERALD EAGLE ESTATES SUB Block: 3 Lot: 2  
Full Legal: EMERALD EAGLE ESTATES SUB, S29, T01 N, R27 E, BLOCK 3,  
Lot 2, 20595 SQUARE FEET, (06)  
GeoCode: 03-1034-29-1-03-03-0000

Levy District: 26LF - LOCKWOOD (IN FIRE DIST.) (567.71 Mills)

Levy District: 26 - LOCKWOOD AREA (567.71 Mills)

**2024 Assessed Value Summary**

Assessed Land Value =	\$74,736.00
Assessed Building(s) Value =	\$380,864.00
Personal Property Value =	\$0.00
Total Assessed Value =	\$455,600.00

**Assessed Value Detail Tax Year: 2024**

Description	Tax Rate	Amount
Tract Land	1.35%	\$74,736.00
Improvements on Rural Land	1.35%	\$380,864.00

Total: \$455,600.00

## SID Payoff Information

**Rural SID****NONE**

## Property Tax Billing History

Year	1st Half		2nd Half	Total
<a href="#">2024</a>	2,331.03	P	2,331.02	4,662.05
<a href="#">2023</a>	2,309.26	P	2,309.25	P 4,618.51
<a href="#">2023</a>	0.00		106.41	P 106.41
<a href="#">2022</a>	2,218.04	P	2,218.03	P 4,436.07
<a href="#">2021</a>	2,189.95	P	2,189.92	P 4,379.87
<a href="#">2020</a>	1,969.90	P	1,969.89	P 3,939.79
<a href="#">2019</a>	2,016.76	P	2,016.75	P 4,033.51
<a href="#">2018</a>	1,903.98	P	1,903.97	P 3,807.95
<a href="#">2017</a>	1,680.31	P	1,680.30	P 3,360.61
<a href="#">2016</a>	1,490.32	P	1,490.30	P 2,980.62
<a href="#">2015</a>	1,444.82	P	1,444.79	P 2,889.61
<a href="#">2015</a>	0.00		39.85	P 39.85
<a href="#">2014</a>	1,484.80	P	1,484.80	P 2,969.60
<a href="#">2013</a>	1,492.28	P	1,492.25	P 2,984.53
<a href="#">2012</a>	1,441.57	P	1,441.55	P 2,883.12
<a href="#">2011</a>	1,389.30	P	1,389.29	P 2,778.59
<a href="#">2010</a>	1,405.83	P	1,405.81	P 2,811.64
<a href="#">2009</a>	1,440.75	P	1,440.70	P 2,881.45
<a href="#">2008</a>	1,452.53	P	1,452.49	P 2,905.02
<a href="#">2007</a>	1,542.48	P	1,542.45	P 3,084.93
<a href="#">2006</a>	236.58	P	236.56	P 473.14

(P) indicates paid taxes.

[Current records indicate delinquent tax status click here for more information.](#)

## Jurisdictional Information

Commissioner: [District - 1](#)[John Ostlund \(R\)](#)  
PO Box 35000Senate: [District - 20](#)[Sue Vinton \(R\)](#)  
PO Box 236House: [District - 40](#)[Mike Vinton \(R\)](#)  
5115 High Trl Rd

Billings, MT 59107  
406-256-2701 - Work

Billings,  
MT 59103  
406-855-2625 -  
Work  
(406) 252-2888 -  
Home

Billings,  
MT 59101  
406-855-3345 -  
Work

**Ward:** Outside City Limits

**Precinct:** [12](#)

**High School:** Lockwood

**Middle School:** Lockwood

**Elementary School:** Lockwood

**Zoning:** N4-Large Lot Suburban Neighborhood  
[Click Here to view Billings Regulations](#)  
[Click Here to view Laurel Regulations](#)  
[Click Here to view Broadview Regulations](#)  
[Click Here to view Yellowstone County Regulations](#)

**Trustee:** [School District](#)  
[Trustee Links](#)

**Clerk & Recorder Documents For Tax Code:**

Recording #	Document type	Recorded Date	Document Date	Book	Page
		11/10/2005		0033	56347
		6/6/2005		0033	35660
		5/16/2005		SP33	33174

**Orion Detail**

**Owner Information**

**Primary Owner:** PIPER, DON V

**Tax Code:** C15089

**GeoCode:** 03-1034-29-1-03-03-0000

**Property Address:** 25 SUNLIGHT CIR BILLINGS 59101

**Legal Description:** EMERALD EAGLE ESTATES SUB, S29, T01 N, R27 E, BLOCK 3, Lot 2, 20595 SQUARE FEET, (06)

**Property Type:** Improved Property

**Site Information - [View Codes](#)**

**Levy District:** 03-1241LF-26-LF      **Location:**

**Neighborhood Code:** 203.300.2

**Fronting:**

**Parking type:**

**Parking Prox:**

**Utilities:**

**Access:**

**Lot Size:** 20595 Sq. Ft.

**Topography:**

**Residential Building**

**Type:** SFR

**Index:** 1.01

**Year Built:** 2006

**ECF:** 1.12

**Year Remodeled:**

**Degree Remodeled:**

**Effective Year:**

**Utility:** Good (8)

**Style:** 03 - Ranch

**Exterior:** 1 - Frame - 3 - Masonite

**Story Height:** 1.0

**Condition:** Excellent (10)

**Roof Type:** 3 - Gable

**Roof Material:** 10 - Asphalt Shingle

**Foundation:** 2 - Concrete

**Basement:** 3 - Full

**Central/AC:** 3 - Gas

**Grade-Factor:** 6-1.34

**Percent Complete:** 100%

**CDU:**

**Bedrooms:** 4

**Full Baths:** 2

**Family Rooms:**

**Half Baths:** 1

**Addl Fixtr:** 4

**1st Floor:** 1620

**2nd Floor:** 0

**Additional Area:** 0

**Bsmt Fnsh:** 1415

**Basement:** 1584

**Heated Flr:**

**Half Floor:** 0

**Daylight Basement:** N

**Attic:** 0

**Built-in Garage:**

**Attic Type:** 0 - None

**Masonry F/P:**

**Total:** \* 3204

**F/P Stacks:**

**Pre Fab F/P:**

\* includes finished, unfinished & attic footprint area(s).

**Residential Building Additions**

**Addition Code      Area(Sq Ft)**

33 - Deck, Wood      167

19 - Garage, Frame, Finished      898

11 - Porch, Frame, Open      98

**Other Building and Yard Improvements**

**Code - Type      Quantity Area/Unit Classcode**

RPA2 - Concrete	1	1920	3301
RPA2 - Concrete	1	144	3301

**GENERAL TAX DETAIL**

Levy Description	1st Half	2nd Half	Total
<b>COUNTY</b>			
BRIDGE	\$11.72	\$11.72	\$23.44
COUNTY PLANNING	\$3.88	\$3.88	\$7.76
EXTENSION SERVICE	\$2.18	\$2.18	\$4.36
GENERAL FUND	\$106.32	\$106.32	\$212.64
LIABILITY & PROPERTY INSURANCE	\$7.01	\$7.01	\$14.02
LIBRARY	\$19.04	\$19.04	\$38.08
MENTAL HEALTH	\$2.83	\$2.83	\$5.66
METRA (CIVIC CENTER)&COUNTY FAIR	\$25.96	\$25.96	\$51.92
MUSEUM	\$5.72	\$5.72	\$11.44
PERMISSIVE MEDICAL LEVY	\$31.83	\$31.83	\$63.66
PUBLIC HEALTH	\$21.41	\$21.41	\$42.82
PUBLIC SAFETY - COUNTY ATTORNEY	\$35.98	\$35.98	\$71.96
PUBLIC SAFETY - MENTAL HEALTH	\$9.63	\$9.63	\$19.26
PUBLIC SAFETY - SHERIFF	\$84.45	\$84.45	\$168.90
ROAD	\$126.59	\$126.59	\$253.18
SENIOR CITIZENS-ELDERLY ACTIVITIES	\$12.21	\$12.21	\$24.42
WEED CONTROL	\$2.34	\$2.34	\$4.68
<b>COUNTY TOTALS:</b>	<b>\$509.10</b>	<b>\$509.10</b>	<b>\$1,018.20</b>
<b>OTHER</b>			
BIG SKY ECONOMIC DEVELOPMENT AUTHORITY	\$9.72	\$9.72	\$19.44
LOCKWOOD PEDESTRIAN SAFETY	\$30.75	\$30.75	\$61.50
<b>OTHER TOTALS:</b>	<b>\$40.47</b>	<b>\$40.47</b>	<b>\$80.94</b>
<b>SCHOOL</b>			
ELEM & HIGH SCH TRANSPORTATION	\$8.70	\$8.70	\$17.40
ELEMENTARY RETIREMENT	\$40.72	\$40.72	\$81.44
HIGH SCHOOL RETIREMENT	\$20.82	\$20.82	\$41.64
SD #2 (BILLINGS) - HS DEBT SERVICE	\$2.83	\$2.83	\$5.66

SD #26 (LOCKWOOD) ADULT EDUCATION	\$1.72	\$1.72	\$3.44
SD #26 (LOCKWOOD) BUILDING RESERVE	\$10.40	\$10.40	\$20.80
SD #26 (LOCKWOOD) DEBT SERV	\$434.48	\$434.48	\$868.96
SD #26 (LOCKWOOD) GENERAL	\$251.64	\$251.64	\$503.28
SD #26 (LOCKWOOD) TECHNOLOGY	\$7.93	\$7.93	\$15.86
SD #26 (LOCKWOOD) TRANSPORTATION	\$62.89	\$62.89	\$125.78
SD #26 (LOCKWOOD) TUITION	\$39.06	\$39.06	\$78.12
<b>SCHOOL TOTALS:</b>	<b>\$881.19</b>	<b>\$881.19</b>	<b>\$1,762.38</b>

**STATE**

ACCREDITED HIGH SCHOOL	\$67.66	\$67.66	\$135.32
GENERAL SCHOOL	\$101.49	\$101.49	\$202.98
STATE EQUALIZATION AID	\$123.02	\$123.02	\$246.04
UNIVERSITY MILLAGE	\$18.45	\$18.45	\$36.90
VOCATIONAL-TECHNICAL SCHOOLS	\$4.61	\$4.61	\$9.22
<b>STATE TOTALS:</b>	<b>\$315.23</b>	<b>\$315.23</b>	<b>\$630.46</b>

<b>TOTAL GENERAL TAXES</b>	<b>\$1,745.99</b>	<b>\$1,745.99</b>	<b>\$3,491.98</b>
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- \* = Voted Levy to impose a New Mill Levy
- \*\* = Voted Levy Increase to a Levy Submitted to Electors
- \*\*\* = Voted Levy to Exceed Levy Limit (MCA 15-10-420)

**SPECIAL ASSESSMENTS**

Description	1st Half	2nd Half	Total
CRED COUNTY REFUSE DISTRICT	\$12.50	\$12.50	\$25.00
LCKB LOCKWOOD BOND PYMT	\$20.00	\$20.00	\$40.00
LCKS LOCKWOOD SEWER	\$12.50	\$12.50	\$25.00
LFD8 LOCKWOOD RURAL FIRE #8	\$501.31	\$501.30	\$1,002.61
RSID 730M: EMERALD EAGLE	\$37.50	\$37.50	\$75.00
SOIL SOIL CONSERVATION	\$1.23	\$1.23	\$2.46
<b>TOTAL SPECIAL ASSESSMENTS</b>	<b>\$585.04</b>	<b>\$585.03</b>	<b>\$1,170.07</b>

<b>General Taxes</b>	<b>District</b>	<b>Mill Levy</b>	<b>1st Half</b>	<b>2nd Half</b>
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LOCKWOOD (IN FIRE DIST.)	26LF	567.71	1,745.99	1,745.99
LOCKWOOD AREA	26	567.71	0.00	0.00

<b>TOTAL TAXES DUE CURRENT YEAR:</b>	<b>\$4,662.05</b>
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This property may qualify for a Property Tax Assistance Program. This may include: Intangible Land Value Assistance, Property Tax Assistance, Disabled or Deceased Veteran's Residential Exemption, and/or Elderly Homeowner's Tax Credit. Contact the Department of Revenue at (406)896-4000 for further information.

Total Prior Year(s) Delinquent Tax Including Penalty and Interest: **\$2,393.62** If Paid By\*: **6/25/2025**

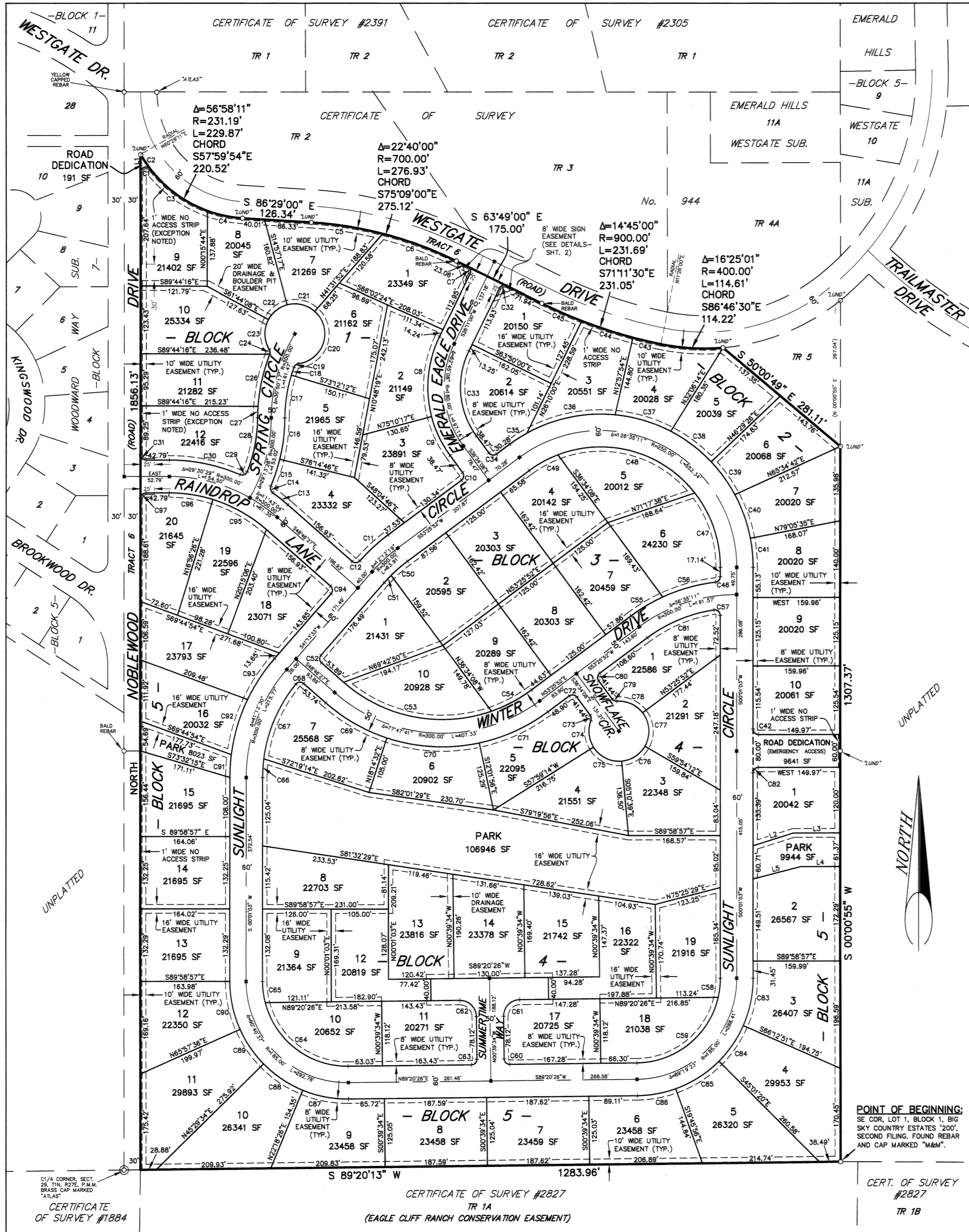
\* Additional Penalty and Interest shall be added if not paid by above date. A taxpayer may pay current year taxes without paying delinquent taxes. The county treasurer shall accept a partial payment equal to the delinquent taxes, including penalty and interest, for one or more full tax years if taxes currently due for the current tax year have been paid.

This Information is current as of 6/25/2025 3:54:01 PM

PLAT OF  
**EMERALD EAGLE ESTATES SUBDIVISION**  
 BEING ALL OF BIG SKY COUNTRY ESTATES '200' (A SUBDIVISION) AND  
 BIG SKY COUNTRY ESTATES '200' SECOND FILING  
 SITUATED IN THE NE1/4 OF SECTION 29, T. 1 N., R. 27 E., P.M.M.  
 YELLOWSTONE COUNTY, MONTANA

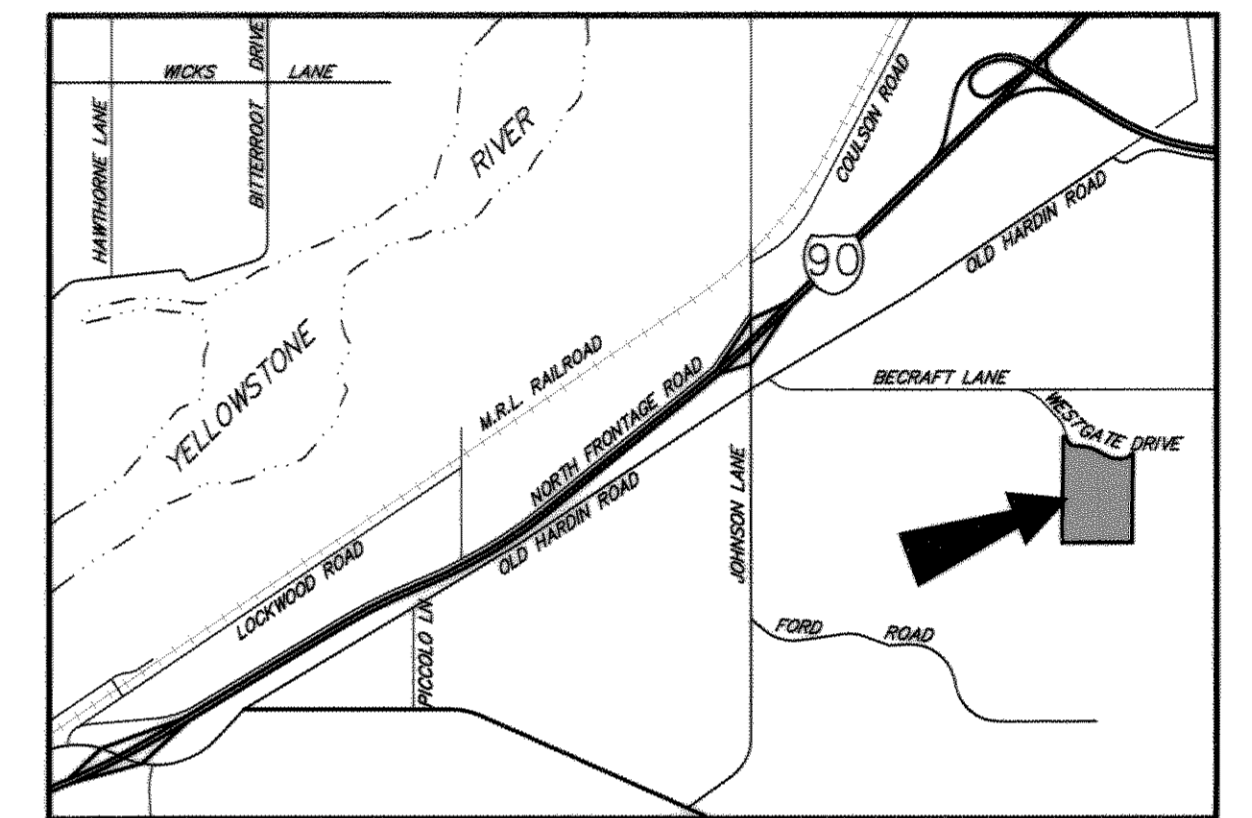
PREPARED FOR : JACK SPRAGUE & RON S. HILL LIVING TRUST  
 PREPARED BY : ENGINEERING, INC.  
 SCALE : 1"=100'

FEBRUARY, 2005  
 BILLINGS, MONTANA



BASIS OF BEARING: BIG SKY COUNTRY ESTATES '200' SUBDIVISION

- = FOUND SURVEY MONUMENT, AS NOTED
- ⊗ = SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "ENGINEERING INC BILLINGS MT"
- ⊕ = SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "ENGINEERING INC BILLINGS MT" WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.



VICINITY MAP  
 NOT TO SCALE

CURVE DATA			CURVE DATA				
CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH
C1	142°28'18"	10.00'	24.86'	C56	17°48'26"	325.00'	101.01'
C2	8°02'53"	231.19'	32.47'	C57	98°40'54"	10.00'	17.22'
C3	32°31'02"	231.19'	131.21'	C58	13°05'19"	155.00'	35.41'
C4	18°24'16"	231.19'	86.19'	C59	78°14'04"	155.00'	206.23'
C5	103°31'13"	700.00'	133.01'	C60	90°00'00"	10.00'	15.71'
C6	11°48'47"	700.00'	143.92'	C61	90°00'00"	30.00'	47.12'
C7	90°00'00"	10.00'	15.71'	C62	90°00'00"	30.00'	47.12'
C8	41°00'43"	210.00'	150.32'	C63	90°00'00"	10.00'	15.71'
C9	21°44'24"	210.00'	79.68'	C64	78°14'04"	155.00'	206.23'
C10	90°00'00"	10.00'	15.71'	C65	14°26'33"	155.00'	39.07'
C11	121°21'21"	330.00'	70.30'	C66	71°5'08"	270.00'	34.17'
C12	90°00'00"	10.00'	15.71'	C67	31°58'21"	270.00'	150.67'
C13	61°1'00"	330.00'	35.61'	C68	91°59'02"	10.00'	16.00'
C14	77°52'52"	10.00'	13.59'	C69	22°59'01"	325.00'	130.37'
C15	91°0'11"	325.00'	52.01'	C70	30°16'28"	325.00'	171.73'
C16	13°28'12"	325.00'	76.41'	C71	24°32'12"	325.00'	139.18'
C17	16°30'47"	275.00'	79.26'	C72	90°00'00"	10.00'	15.71'
C18	310°29'	275.00'	15.25'	C73	57°25'16"	10.00'	10.92'
C19	83°10'04"	10.00'	11.02'	C74	52°51'54"	55.00'	56.75'
C20	131°36'39"	55.00'	126.34'	C75	63°09'53"	55.00'	60.63'
C21	56°29'09"	55.00'	54.22'	C76	54°43'33"	55.00'	52.53'
C22	48°46'50"	55.00'	44.91'	C77	67°55'46"	55.00'	65.21'
C23	59°39'23"	55.00'	57.27'	C78	56°09'26"	55.00'	53.91'
C24	52°38'07"	10.00'	9.18'	C79	57°25'16"	10.00'	10.92'
C25	171°51'37"	325.00'	97.91'	C80	90°00'00"	10.00'	15.71'
C26	3°39'59"	325.00'	20.80'	C81	27°54'17"	275.00'	133.93'
C27	21°00'06"	275.00'	100.80'	C82	89°58'57"	10.00'	15.70'
C28	91°51'09"	10.00'	16.03'	C83	23°46'06"	215.00'	89.19'
C29	23°08'16"	330.00'	133.26'	C84	21°11'31"	215.00'	79.52'
C30	90°00'00"	10.00'	15.71'	C85	25°15'23"	215.00'	94.77'
C31	90°00'00"	10.00'	15.71'	C86	19°08'22"	215.00'	71.70'
C32	82°45'08"	150.00'	164.28'	C87	22°58'00"	215.00'	86.18'
C33	90°00'00"	10.00'	15.71'	C88	23°11'08"	215.00'	87.00'
C34	7°37'35"	280.00'	37.27'	C89	20°28'02"	215.00'	76.80'
C35	34°22'44"	280.00'	168.01'	C90	24°03'27"	215.00'	90.27'
C36	21°56'49"	280.00'	107.25'	C91	71°5'08"	330.00'	41.77'
C37	19°06'25"	280.00'	93.37'	C92	18°20'57"	330.00'	105.68'
C38	151°01'48"	280.00'	74.18'	C93	15°38'25"	330.00'	89.69'
C39	17°25'21"	280.00'	85.14'	C94	90°00'00"	10.00'	15.71'
C40	10°55'28"	280.00'	53.39'	C95	24°02'08"	270.00'	113.28'
C41	90°01'03"	10.00'	15.71'	C96	17°11'25"	270.00'	81.01'
C42	322°20'	900.00'	52.97'	C97	90°00'00"	10.00'	15.71'
C43	61°6'26"	900.00'	98.55'				
C44	5°08'14"	900.00'	80.17'				
C45	83°38'32"	10.00'	14.51'				
C46	38°06'39"	220.00'	146.34'				
C47	72°48'25"	220.00'	279.58'				
C48	15°40'06"	220.00'	60.16'				
C49	8°24'23"	270.00'	39.61'				
C50	3°47'58"	270.00'	17.90'				
C51	90°00'00"	10.00'	15.71'				
C52	80°21'30"	275.00'	289.70'				
C53	17°26'11"	275.00'	83.69'				
C54	11°55'17"	325.00'	67.62'				

LINE	BEARING	DISTANCE
L1	EAST	33.14'
L2	N72°28'32"E	77.67'
L3	EAST	65.92'
L4	N89°58'57"W	72.48'
L5	S75°28'29"W	90.41'

POINT OF BEGINNING:  
 SE COR. LOT 1, BLOCK 1, BIG SKY COUNTRY ESTATES '200', SECOND FILING, FOUND REBAR AND CAP MARKED "M&M".



3333174  
 Page 1 of 2  
 06/17/2005 02:15P

PLAT OF  
**EMERALD EAGLE ESTATES SUBDIVISION**  
 BEING ALL OF BIG SKY COUNTRY ESTATES '200' (A SUBDIVISION) AND  
 BIG SKY COUNTRY ESTATES '200' SECOND FILING  
 SITUATED IN THE NE1/4 OF SECTION 29, T. 1 N., R. 27 E., P.M.M.  
 YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : JACK SPRAGUE & RON S. HILL LIVING TRUST  
 PREPARED BY : ENGINEERING, INC.

FEBRUARY, 2005  
 BILLINGS, MONTANA

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b), M.C.A.

Date: April 14, 2005  
 Yellowstone County Treasurer  
 BY: Linda M. Obug  
 Deputy

CERTIFICATE OF CITY/COUNTY HEALTH DEPARTMENT

This Subdivision Plat has been reviewed and approved by the Yellowstone City/County Health Department and the State Department of Environmental Quality.

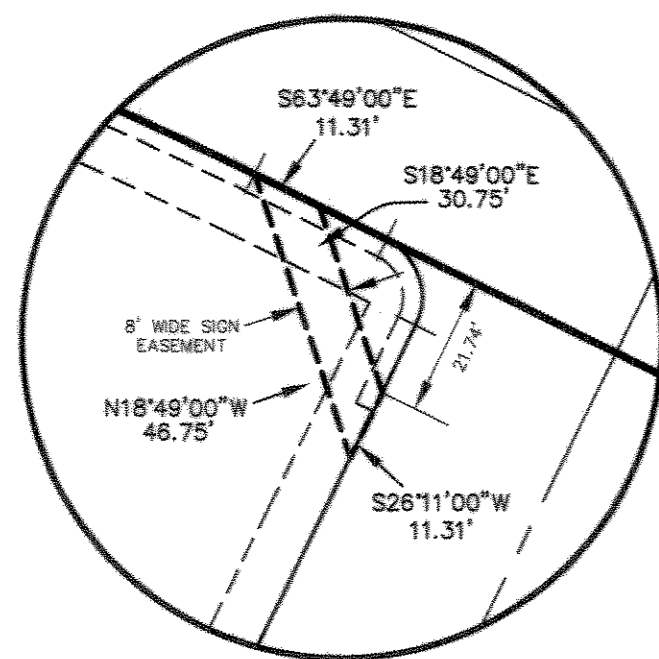
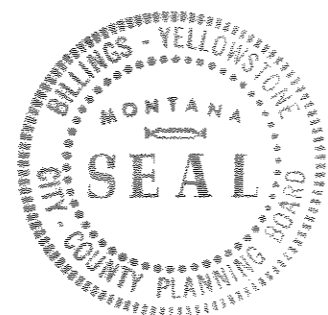
T. K. Anderson, DEHS RS 32905  
 Health Officer or Authorized Representative  
 Yellowstone City/County Health Department

NOTICE OF APPROVAL

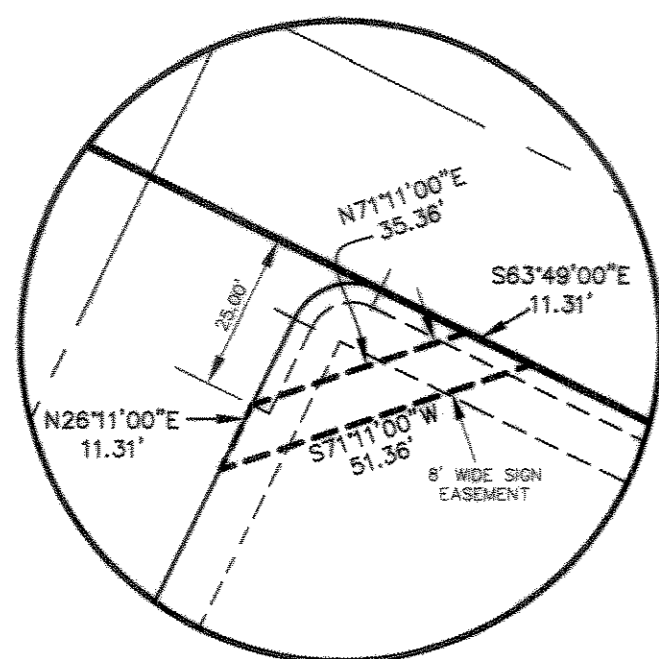
STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

Date: 2/24/05  
Kenneth Johnson  
 President  
Sharon Nett  
 Executive Secretary



**WESTERLY SIGN EASEMENT DETAIL**  
 1"=30'



**EASTERLY SIGN EASEMENT DETAIL**  
 1"=30'

CERTIFICATE OF COUNTY ATTORNEY

This document has been reviewed by the Yellowstone County Attorney's office and is acceptable as to form.

DATED: March 30, 2005  
 Reviewed by: Hester Mark A. Enahri

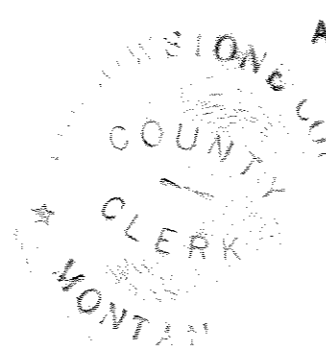
CERTIFICATE OF APPROVAL

STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

We hereby certify that we have examined the annexed PLAT OF EMERALD EAGLE ESTATES SUBDIVISION, and find that said plat conforms with the requirements of the laws of the State of Montana and that the requirements for park donation have been met to the satisfaction of the Yellowstone County Board of Planning. It is therefore approved and accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of Yellowstone County, Montana, this 12th day of May, 2005.

BOARD OF COUNTY COMMISSIONERS  
 YELLOWSTONE COUNTY MONTANA  
 Attest: [Signature] Clerk and Recorder  
 By: Bill Blum Commissioner  
 By: [Signature] Commissioner  
 By: [Signature] Chairman



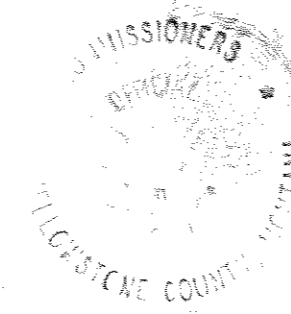
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 Page: 2 of 2  
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 Yellowstone County SP 40 80

SUBDIVISION IMPROVEMENT AGREEMENT

Document No. 3333177  
 Affidavit of Identity - 3333175  
 Restrictions on Transfers - 3333178  
 Sign EASEMENT - 3333179  
 Restrictions 3333180

SANITARY RESTRICTIONS

Document No. 3333176



CERTIFICATE OF DEDICATION

STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

KNOW ALL MEN BY THESE PRESENTS: That RON S. HILL LIVING TRUST and JACK SPRAGUE, the owners of the following described tract of land, do hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NE1/4 of Section 29, T. 1 N., R. 27 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Beginning at a point which is the southeast corner of Lot 1, Block 1, Big Sky Country Estates '200', Second Filing; thence, from said point of beginning, S 89°20'13" W a distance of 1283.96 feet, to the southwest corner of said Lot 1; thence NORTH a distance of 1856.13 feet to a point on the southerly right-of-way line of Westgate Drive; thence, along said southerly right-of-way line, along a non-tangent curve to the left with a radius of 231.19 feet a distance of 229.87 feet (chord bearing S 57°59'54" E, chord length 220.52 feet); thence S 86°29'00" E a distance of 126.34 feet; thence along a curve to the right with a radius of 700.00 feet a distance of 276.93 feet (chord bearing S 75°09'00" E, chord length 275.12 feet); thence S 63°49'00" E a distance of 175.00 feet; thence along a curve to the left with a radius of 900.00 feet a distance of 231.69 feet (chord bearing S 71°11'30" E, chord length 231.05 feet); thence along a compound curve to the left with a radius of 400.00 feet a distance of 114.61 feet (chord bearing S 86°46'30" E, chord length 114.22 feet); thence, leaving said southerly right-of-way line, S 50°00'49" E a distance of 281.11 feet; thence S 00°00'55" W a distance of 1307.37 feet to the point of beginning.

The park requirement for this subdivision has been met by a combination of land dedication of 2.8676 acres and a cash-in-lieu donation in the amount of \$ 1806.21

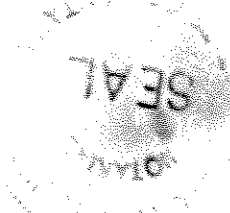
The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as EMERALD EAGLE ESTATES SUBDIVISION, and the lands included in all streets, avenues, and parks as shown on the annexed plat are hereby granted and donated to the use of the public forever.

Ron S. Hill Living Trust  
 By: [Signature]  
 Jack Sprague  
 Title: Owner

STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

On this 8th day of February, 2005, before me the undersigned Notary Public for the State of Montana, personally appeared Ron S. Hill, known to me to be the persons who signed the foregoing instrument as Owner of Ron S. Hill Living Trust, and acknowledged to me that said trust executed the same. Witness my hand and seal the day and year herein above written.

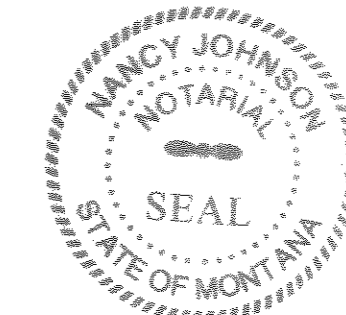
Buckley Young  
 Notary Public in and for the State of Montana  
 Printed Name Buckley Young  
 Residing at Billings, Montana  
 My commission expires April 30, 2008



STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

On this 11th day of February, 2005, before me, a Notary Public in and for the State of Montana, personally appeared Jack Sprague, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.

Marcy Johnson  
 Notary Public in and for the State of Montana  
 Printed Name Marcy Johnson  
 Residing at Billings, MT  
 My commission expires 4 Apr 2008

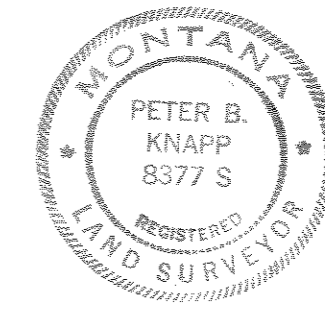


CERTIFICATE OF SURVEYOR

STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

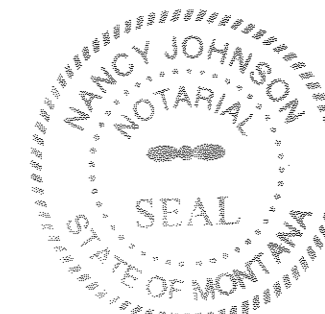
The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of February, 2005, a survey was performed under his supervision of a tract of land to be known as EMERALD EAGLE ESTATES SUBDIVISION, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown thereon and that the gross area is 47.3428 acres and the net area is 35.9452 acres.

ENGINEERING, INC.  
 By: Peter B. Knapp  
 Montana Registration No. 8377-S



Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this 4th day of February, 2005.

Marcy Johnson  
 Notary Public in and for the State of Montana  
 Printed Name Marcy Johnson  
 Residing at Billings, Montana  
 My commission expires 4 Apr 2008





**SUBDIVISION IMPROVEMENTS AGREEMENT**

THIS AGREEMENT, made and entered into this 23<sup>rd</sup> day of March, 1999, by Emerald Hills Development Company, a Montana Corporation, hereinafter referred to as subdivider, and the County of Yellowstone, hereinafter referred to as "the County."

**WITNESSETH**

THAT WHEREAS, a preliminary plat of an area to be known as BIG SKY COUNTRY ESTATES "200", SECOND FILING, was submitted to the Yellowstone County Planning Department on August 15, 1998, which recommended its approval to the Board of County Commissioners subject to certain recommendations, and

WHEREAS, at a meeting held on the 25th day of August, 1998, the Board of County Commissioners approved, subject to certain conditions of the Planning Department, a preliminary plat of an area to be known as BIG SKY COUNTRY ESTATES "200", SECOND FILING, and

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

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

Due to the peculiarities of the site, specifically that:

1. Big Sky Country Estates "200", Second Filing, will consist of one lot greater than twenty acres.
2. **Improvements:** Subdivision improvements include the following:

**A. Street Construction:**

No street improvements will be installed at this time. The Waiver of Protest filed concurrently with this Agreement and referenced in item 2(N) below includes, but is not limited to, the construction of paving, curb and gutter, drive approaches and sidewalks. Adequate physical and legal access is presently available by the use of Tract 6, Certificate of Survey 944.

**B. Utilities:**

i. Sewage disposal will be provided by individual septic tank systems approved by the M.D.H.E.S. Individual wells will be approved by M.D.H.S.

ii. Telephone, natural gas, and electrical power facilities presently exist. Easements for said utilities will be provided and granted on the face of the plat as they are requested by said utilities.

**C. Park Dedication Requirement**

There is no requirement for public park as provided in Section 76-3-621(3)(b). In the event of further subdivision of this lot, said requirement will be met by agreement.

**D. Master Plan**

Prior to further subdivision of Lot 1, a Master Plan will be developed for this lot.

**E. Environmental Assessment**



Prior to further subdivision of Lot 1, an Environmental Assessment will be provided as required by Montana Codes Annotated.

**F. Restoration of Construction Sites**

The Subdivider agrees to provide restoration of construction sites disturbed during construction of the improvements outlined herein, as follows:

- a. Broadcast Seed
- b. Seed Type and Rate
  - Smooth Bromegrass 8 lbs per Acre
  - Crested Wheatgrass 4 lbs per Acre
  - Winter Wheat 10 lbs per Acre
- c. Fertilizer
  - 100 lbs of 0-45-0 Phosphate per Acre.
- d. Roller pack a minimum of three times after broadcasting seed to pack seed 1/4 inch into soil.
- e. Seed November to March or as authorized by Yellowstone County Weed District.

**G. Noxious weeds**

All noxious weeds on the latest Yellowstone County Noxious Weed List, must be controlled on all properties in the subdivision. A Noxious Weed Plan 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). The right-of-way noxious weed control is the responsibility of the Subdivider. Once Big Sky Country Estates "200", Second Filing Maintenance District is formed, it then becomes the responsibility of the District.

**H. Survey Monuments**

Survey Monuments shall be installed as required to comply with Yellowstone County ordinances and State of Montana law.

**I. Sidewalks/Walkways:**

Sidewalks will not be installed at this time, but are included in the Waiver referenced in item 2(N) below.

**J. Street Lights:**

Installation of street lights shall not be required at this time, but it is included in the Waiver referenced in item 2(N) below.

**K. Storm Drainage:**

No storm drainage facilities shall be constructed at this time. Subdivider's participation in construction of storm drainage improvements, either within or outside of the area is guaranteed by the Waiver of Right to Protest filed concurrently with this plat and referenced in item 2(N) below.

**L. Traffic Control:**

No traffic related improvements are required at this time, but future improvements are included in the Waiver referenced in item 2(N) below.



**M. Improvements Financing:**

Due to the nature of this agreement, a monetary security agreement shall not be required. This would only be required if improvements are built by Private Contract.

**N. Waiver:**

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 party 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 and owners of the developments 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 agree that they are waiving valuable rights and do so voluntarily.

**O. Property Owners:**

The owners of the properties involved in this proposed subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

**P. Successors in Interest:**

The covenants, agreements and statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective Parties.

**Q. Interface with Existing Improvements:**

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.

**R. Attorney Fees and Costs:**

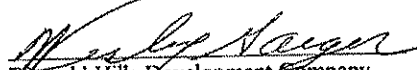
That in the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs.

**S. Modifications and Amendments:**

That any amendments or modifications of this Agreement or any provision herein shall be made in writing and executed in the same manner as this original document and shall, after execution, become a part of the Agreement.

**T. Laws and Administrative Regulations**

The Subdivider agrees to comply with all requirements of the Yellowstone County Resolutions and all of the laws and administrative procedures of the State of Montana.

  
Emerald Hills Development Company  
Wesley Gauger, Secretary-Treasurer



STATE OF MONTANA )  
: ss.  
County of Yellowstone )

On this 17 day of February, 1999, before me, a Notary Public for the State of Montana, personally appeared Wesley Ganger, known to me to be the Secretary-Treasurer of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

Harlan M. Lind  
Notary Public for the State of Montana  
Residing at Billings MT  
My Commission Expires: 01-18-2000



James A. Ziegler Sr.  
Chairman

Bill Kennedy  
Commissioner

[Signature]  
Commissioner

[Signature]  
Attest  
County Clerk and Recorder

STATE OF MONTANA )  
: ss.  
County of Yellowstone )

On this 27th day of March, 1999, before me, a Notary Public for the State of Montana, personally appeared James Ziegler, Sr., James Reno, Bill Kennedy, known to me to be the County Commissioners, and Tony Nave, known to me to be the County Clerk and Recorder, and acknowledged to me that they executed the same.

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

Tommy R. Dexter  
Notary Public for the State of Montana  
Residing at Billings  
My Commission Expires: 04/28/02





**WAIVER OF RIGHTS TO PROTEST**

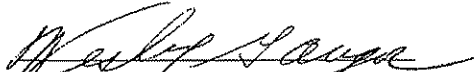
**FOR VALUABLE CONSIDERATION**, the undersigned, being the subdivider and all owners of the hereinafter described property do hereby waive their right to protest the creation of one or more concurrent or sequential Special Improvement Districts for the following purpose or purposes:

Street light construction, street light energy and maintenance, construction and maintenance of streets, curb and gutters, sidewalks, driveways, street name signs, traffic control devices, water services, sanitary sewers, storm drains either within or without the area to provide drainage for run-off water from the property hereinafter described, public park construction and maintenance, and other improvements which are incidental to the above.

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 Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

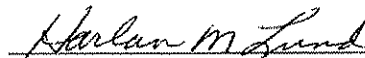
**BIG SKY COUNTRY ESTATES "200" SECOND FILING**

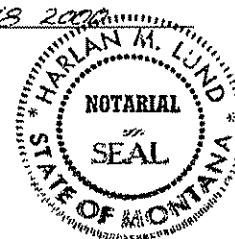
  
Emerald Hills Development Company  
Wesley Gauger, Secretary-Treasurer

STATE OF MONTANA    )  
                                  : ss.  
County of Yellowstone    )

On this 17 day of February 1999, before me, a Notary Public for the State of Montana, personally appeared Wesley Gauger, known to me to be the Secretary-Treasurer of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year last above written.

  
Notary Public for the State of Montana  
Residing at Billings MT  
My Commission Expires 3 18 2000



AFTER RECORDING RETURN TO:  
Wesley Gauger  
651 Teepee Trail  
Billings, MT 59105  
B-64440E

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned EMERALD HILLS DEVELOPMENT COMPANY, a Montana corporation, of Billings, Montana, hereby grants unto WESLEY GAUGER, 651 Teepee Trail, Billings, Montana 59105, and to his heirs and assigns forever, the hereinafter described real property in Yellowstone County, Montana, to-wit:

That portion of SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 29, Township 1 North, Range 27 East, M.P.M., which lies south of Certificate of Survey #944, as shown on the records of the Clerk and Recorder of said County.

SUBJECT TO the Deed Use Restrictions attached hereto as Exhibit A.

(NOW DESCRIBED AS:

Lot 1, in Block 1, of BIG SKY COUNTRY ESTATES "200", SECOND FILING, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3043555.)

SUBJECT TO reservations and exceptions of record, rights of way and easements, zoning and building and use restrictions, taxes and assessments for this and any previous and subsequent years, including installments of special improvement assessments payable in such years. Except with respect to the foregoing items this deed is given with the usual covenants set forth in Section 30-11-110, Montana Code Annotated.

(CORPORATE SEAL)

EMERALD HILLS DEVELOPMENT COMPANY

ATTEST:

By Dick Harris  
President

Wesley Gauger  
Secretary

STATE OF MONTANA )  
County of Yellowstone ) ss.

On this 23<sup>RD</sup> day of December, 1987, before me, the undersigned Notary Public for the State of Montana, personally appeared DICK HARRIS, known to me to be the president of Emerald Hills Development Company, the corporation that subscribed its name to the foregoing instrument, and acknowledged to me that he executed the same for and on behalf of said corporation.

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

(NOTARIAL SEAL)  
E. HAHN  
NOTARY PUBLIC  
STATE OF MONTANA

Edna S. Hahn  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission expires: May 20, 1988



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Page: 1 of 2  
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'EXHIBIT A' DEED USE RESTRICTIONS

The property described in the deed of which this Exhibit A is attached shall be subject to restrictive uses as follows:

1. **LAND USE AND BUILDING TYPE.** This land shall be used for single and multiple residential purposes only. No commercial or business uses shall be allowed.
2. **DWELLING SIZE.** No single family dwelling shall be constructed with less than 950 square feet of floor space on the main floor, exclusive of open porches and garages. However, if said dwelling has a walk-out daylight basement and a porch or deck of at least 100 square feet, it need only have 900 square feet of floor space on main floor. Multiple units must have a minimum of 600 square feet per family unit.
3. **ALL STRUCTURES** shall be of new construction and no mobile homes (including mobile homes with axles removed) shall be allowed. No moved in structures shall be allowed.
4. **NO STRUCTURE OR BUILDING** shall be located on any tract thereof less than 30 feet from the front or street line of said tracts and no nearer than 5 feet from any side line of said tracts.
5. **NUISANCES.** No noxious or offensive trade or business or activity shall be carried on upon any tract. No open garbage or refuse depositories, no junk, used or wrecked cars not in running order, scrap or junk machinery shall be maintained on said premises. It is expressly stated that there shall be no semi-trucks and/or heavy trucks and equipment allowed on the land or in the subdivision at any time except during time of construction of buildings or construction and maintenance of roads. No hogs, sheep, goats, cows, calves or poultry shall be permitted, nor shall any dog kennels for commercial purposes be permitted thereon. Horses shall be allowed on tracts that are over 3 acres in size or in the event that the registered owner owns one or more adjoining tracts totaling more than 3 acres.
6. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently.
7. **COMPLETION OF CONSTRUCTION.** Once construction has commenced upon the residential dwelling, or any other structure, the exterior shall be completed within 6 months of date of commencement.
8. **MAINTENANCE.** The property and all buildings, fences, and improvements thereon shall be maintained in a neat and orderly fashion at all times.
9. **FENCING.** No fence shall be placed closer than 30 feet from any adjacent dedicated road right-of-way.
10. **SPECIAL CONDITIONS:** No dwelling shall be built on said lands prior to meeting the requirements of the Health and Sanitation Department of the State of Montana.

THESE RESTRICTIONS shall run with this property and shall be binding upon the successors, assigns, heirs, devisees and personal representatives of the parties to this Deed.



Yellowstone County

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Page: 2 of 2  
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STATE OF MONTANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
CERTIFICATE OF SUBDIVISION APPROVAL  
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder  
Yellowstone County  
Billings, Montana

E.Q. #05-1485

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Emerald Eagle Estates**

A tract of land located in NE ¼ of Section 29, Township 1 North, Range 27 East, P.M.M., Yellowstone County, Montana

consisting of 71 that was 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 the lot shall be used for a single-family dwelling, and,

THAT this proposed development would be constructed in phases with lots being assigned to Phases as follows:

PHASE I – Block 1, lots 1 through 12, inclusive;  
Block 2, Lots 1 through 5, inclusive;  
Block 3, Lot 1 through 5, inclusive;  
Block 5, Lots 18 through 20, inclusive;

PHASE II – Block 2, Lots 6 through 10, inclusive;  
Block 3, Lot 6 through 10, inclusive;  
Block 4 Lot 1 through 7, inclusive;  
Block 5, Lots 1, 16 and 17;

PHASE III – Block 4, Lot 8 through 19, inclusive;  
Block 5, Lots 2 through 15, inclusive;

THAT the water system for PHASE I will consist of 2,286 lineal feet of 8-inch PVC water main pipe to bring Lockwood Water and Sewer District public water to the subdivision – starting at Westgate Drive and extending in a southerly direction into the Emerald Eagle Estates Subdivision Phase I, and construction of 845 lineal feet of 10-inch PVC water main pipe starting at Westgate Drive and extending south along Noblewood Drive to its intersection with Brookwood Drive, and,



Yellowstone County

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THAT the water supply system for PHASEs II & III shall be individual on-site 2200 gallon cistern supplied water systems for each lot, will be replaced with connections to the Lockwood Water and Sewer District (LW&SD) public water supply system once the water supply and pressure constraints have been formally resolved to the satisfaction of DEQ Public Water Supply or Subdivision Review Section -- formal approval for the change from cisterns to LW&SD public water supply requires applicant to submit 3 copies of system design plans and specifications and the appropriate review agency written approval letter -- plus the Emerald Eagle Estates Subdivision owners have to enter into a legally binding agreement with the Lockwood Water and Sewer District for the LW&SD supply public water to PHASEs II & III, and

THAT constructed of all water supply systems within the Emerald Eagle Subdivision shall be done 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 the individual on-site sewage treatment system for each lot within the Emerald Eagle Subdivision will consist of a septic tank with effluent filter and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT the subsurface drainfield shall have an absorption area of sufficient size and designed to be compliant with Circular DEQ-4, Chapter 5 & 8 criteria (2002 Edition) as defined in Engineering Inc's Summary Chart attached to this Certificate of Subdivision Approval statement, and,

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

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater 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 systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, 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 the 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 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, Subchapters 3 and 9, before construction is started.

Emerald Eagle Estates PHASEs I, II, III  
Subdivision Approval Page 3 of 3  
EQ#05-1485  
Yellowstone County



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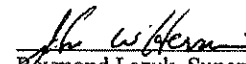

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental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

Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUIRED to record this certificate by attaching it to the Plat filed in county property records office as required by law.

DATED this 20th day of December, 2004.

JAN SENSIBAUGH  
DIRECTOR

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

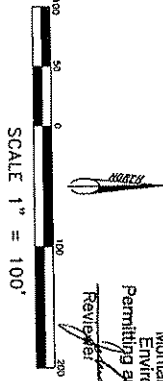
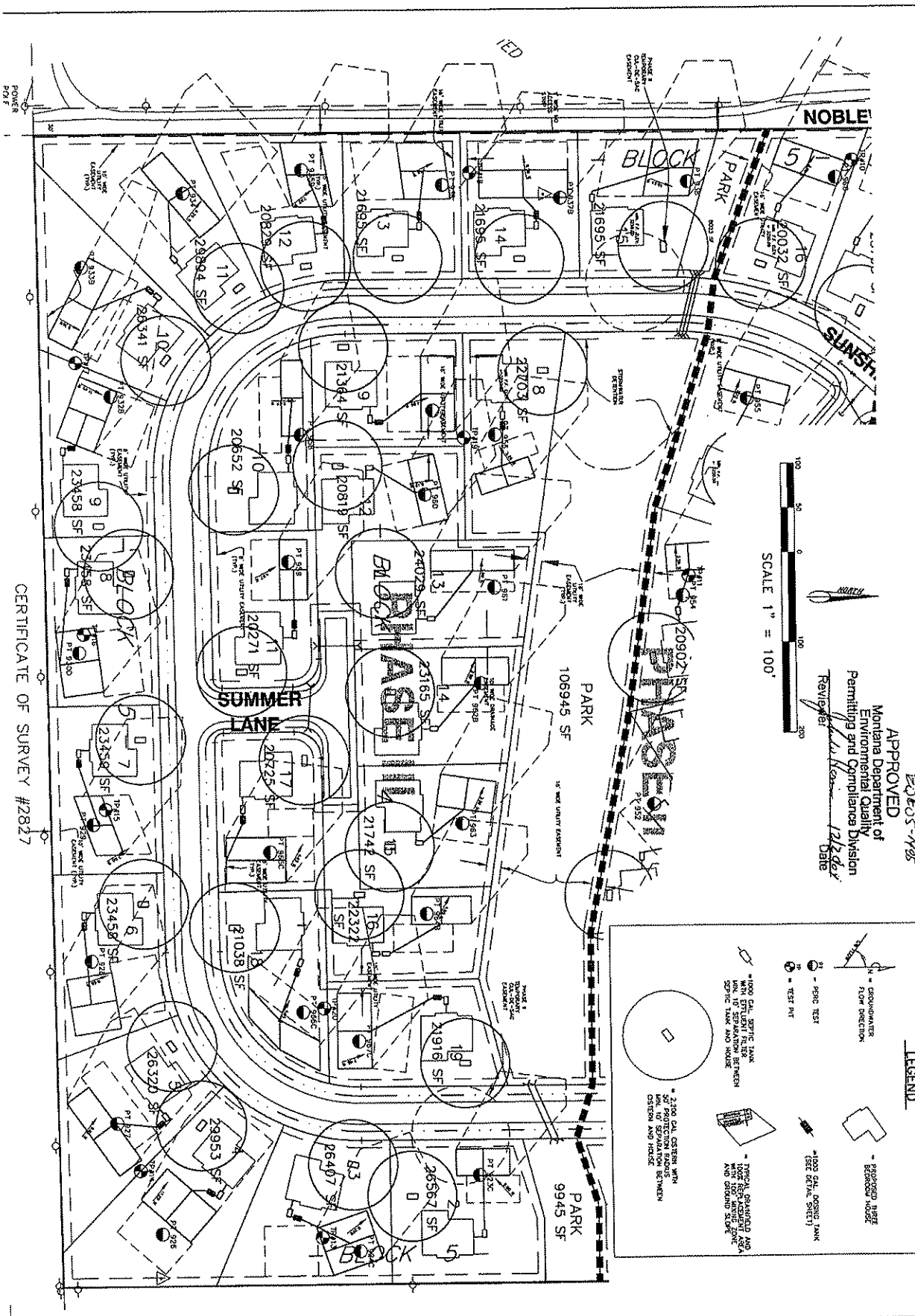


Owner's Name: Ron S. Hill & Jack Sprague

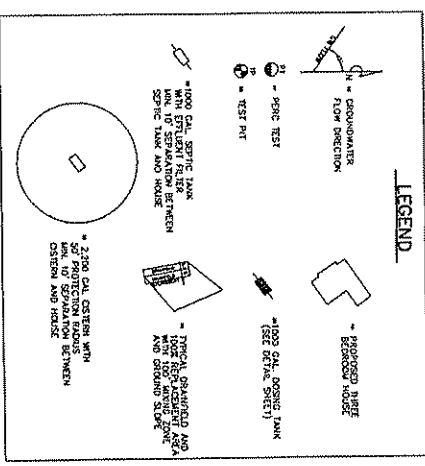








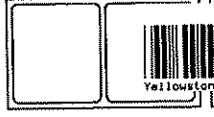
APPROVED  
 EAGLES-1905  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 Reviewer: [Signature]  
 Date: 12/2/04



CERTIFICATE OF SURVEY #2827

DATE: 11/24/04	BY: [Signature]	
PROJECT: EAGLE ESTATES	SCALE: 1" = 100'	
REVISIONS:		
NO. 1	DATE	DESCRIPTION
1	11/24/04	ISSUED FOR PERMITTING
2	12/2/04	REVISIONS
3		
4		
5		

EMERALD EAGLE ESTATES SUBDIVISION  
 SITUATED IN THE NE 1/4 SECTION 28, T. 11 N., R. 27 E., P.M.M.  
 LOCKWOOD AREA  
 YELLOWSTONE COUNTY, MONTANA  
 SITE LAYOUT - PHASE III



3333176  
 Page: 7 of 11  
 05/17/2005 02:15P  
 Yellowstone County HEALTH www.yc.gov 0.00



## DRAINFIELD SUMMARY TABLE

BLOCK	LOT	SYSTEM TYPE	NO. OF TRENCHES	TRENCH WIDTH	DF FIELD WIDTH	DF FIELD LENGTH	TOTAL LF OF DF
1	1	GRAVITY	5	2'	30'	75'	375'
1	2	GRAVITY	4	2'	23'	94'	376'
1	3	GRAVITY	3	2'	16'	84'	252'
1	4	GRAVITY	6	2'	37'	63'	378'
1	5	GRAVITY	6	2'	37'	50'	300'
1	6	PRESSURE DOSED	5	3'	31'	67'	335'
1	7	PRESSURE DOSED	10	3'	66'	50'	500'
1	8	GRAVITY	4	2'	23'	94'	376'
1	9	GRAVITY	4	2'	23'	75'	300'
1	10	GRAVITY	4	2'	23'	94'	376'
1	11	GRAVITY	4	2'	23'	75'	300'
1	12	GRAVITY	5	2'	30'	60'	300'
2	1	GRAVITY	5	2'	30'	50'	250'
2	2	GRAVITY	5	2'	30'	60'	300'
2	3	GRAVITY	5	2'	30'	75'	375'
2	4	GRAVITY	3	2'	16'	84'	252'
2	5	GRAVITY	5	2'	30'	60'	300'
2	6	PRESSURE DOSED	3	3'	17'	67'	201'
2	7	PRESSURE DOSED	3	3'	17'	67'	201'
2	8	GRAVITY	5	2'	30'	60'	300'
2	9	PRESSURE DOSED	4	3'	24'	50'	200'
2	10	PRESSURE DOSED	4	3'	24'	84'	336'
3	1	GRAVITY	3	2'	16'	100'	300'
3	2	PRESSURE DOSED	4	3'	24'	84'	336'
3	3	GRAVITY	3	2'	16'	100'	300'
3	4	GRAVITY	3	2'	16'	100'	300'
3	5	PRESSURE DOSED	5	3'	31'	67'	335'
3	6	GRAVITY	5	2'	30'	75'	375'
3	7	GRAVITY	4	2'	23'	75'	300'
3	8	GRAVITY	4	2'	23'	94'	376'
3	9	GRAVITY	5	2'	30'	100'	500'
3	10	GRAVITY	5	2'	30'	75'	375'
4	1	GRAVITY	3	2'	16'	100'	300'
4	2	GRAVITY	4	2'	23'	94'	376'
4	3	GRAVITY	3	2'	16'	100'	300'
4	4	GRAVITY	4	2'	23'	94'	376'
4	5	GRAVITY	5	2'	30'	50'	250'
4	6	GRAVITY	5	2'	30'	50'	250'
4	7	GRAVITY	4	2'	23'	75'	300'
4	8	PRESSURE DOSED	4	3'	24'	63'	252'
4	9	PRESSURE DOSED	6	3'	38'	84'	504'
4	10	PRESSURE DOSED	4	3'	24'	84'	336'
4	11	PRESSURE DOSED	4	3'	24'	84'	336'
4	12	GRAVITY	5	2'	30'	75'	375'
4	13	GRAVITY	4	2'	23'	94'	376'
4	14	GRAVITY	5	2'	30'	75'	375'
4	15	GRAVITY	6	2'	37'	63'	378'
4	16	PRESSURE DOSED	6	3'	38'	56'	336'
4	17	PRESSURE DOSED	6	3'	38'	84'	504'
4	18	PRESSURE DOSED	5	3'	31'	100'	500'
4	19	PRESSURE DOSED	6	3'	38'	84'	504'
5	1	GRAVITY	5	2'	30'	50'	250'
5	2	GRAVITY	4	2'	63'	23'	252'
5	3	PRESSURE DOSED	5	3'	31'	100'	500'
5	4	PRESSURE DOSED	7	3'	45'	72'	504'
5	5	PRESSURE DOSED	7	3'	45'	72'	504'
5	6	PRESSURE DOSED	8	3'	52'	63'	504'
5	7	PRESSURE DOSED	5	3'	31'	67'	335'
5	8	GRAVITY	7	2'	44'	72'	504'
5	9	PRESSURE DOSED	7	3'	45'	72'	504'
5	10	PRESSURE DOSED	5	3'	31'	100'	500'
5	11	GRAVITY	5	2'	30'	100'	500'
5	12	PRESSURE DOSED	7	3'	45'	72'	504'
5	13	PRESSURE DOSED	5	3'	31'	100'	500'
5	14	PRESSURE DOSED	5	3'	31'	100'	500'
5	15	GRAVITY	5	2'	30'	100'	500'
5	16	GRAVITY	5	2'	30'	75'	375'
5	17	GRAVITY	4	2'	23'	63'	252'
5	18	GRAVITY	3	2'	16'	100'	300'
5	19	GRAVITY	5	2'	30'	75'	375'
5	20	GRAVITY	4	2'	23'	63'	252'

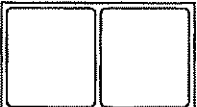
NOTE: 1) ALL TRENCHES SPACED 7' O.C.  
2) REFER TO PRESSURE DOSED TANK DETAIL SHEET FOR DOSED SYSTEMS.

APPROVED  
EM #05-1995  
Montana Department of  
Environmental Quality  
Permitting and Compliance Division  
*John L. Brown*  
12/2/05  
Date

DATE: 11/24/04  
DRAWN: J. L. BROWN  
CHECKED: J. L. BROWN  
SCALE: AS SHOWN  
PROJECT: EMERALD EAGLE ESTATES SUBDIVISION  
SHEET: 5 OF 8

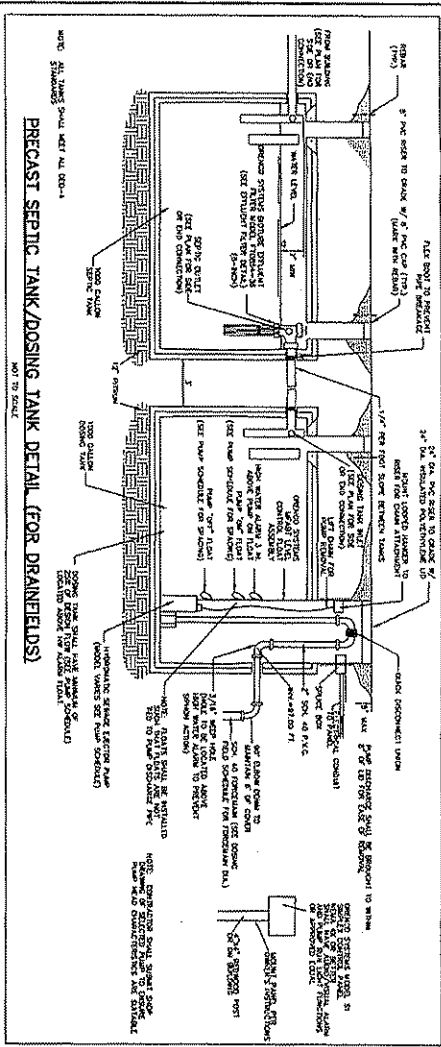
**EMERALD EAGLE ESTATES SUBDIVISION**  
SITUATED IN THE NE 1/4 SECTION 29, T. 1 N., R. 27 E., P.M.M.  
PREPARED FOR JACK SPRAGUE & RON S. HILL, LIVING TRUST  
YELLOWSTONE COUNTY, MONTANA

DRAINFIELD SUMMARY



**ENGINEERING, INC.**  
Consulting Engineers and Land Surveyors

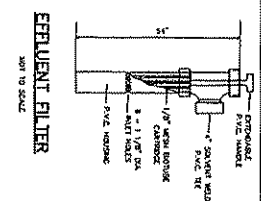
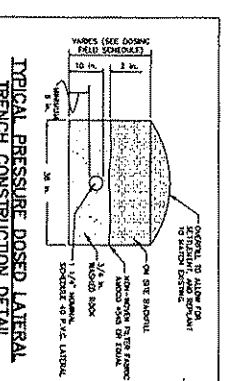
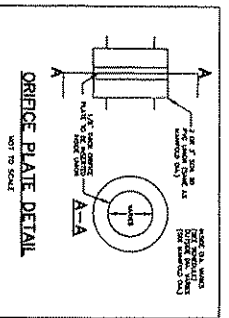
1240 South 32nd Street West  
Billings, Montana 59102  
Phone (406) 658-5255  
www.enr.com



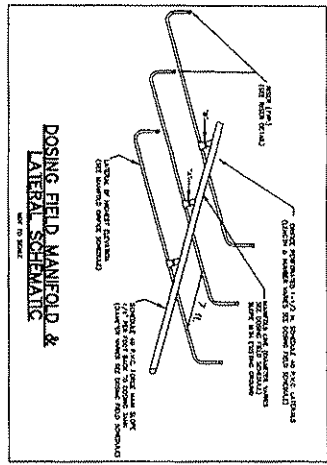
PRECAST SEPTIC TANK/DOSING TANK DETAIL (FOR DRAINFIELDS)

### MANIFOLD ORIFICE SCHEDULE

BLOCK	LOT	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"
1	1	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"
1	2	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"
1	3	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"
1	4	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"
1	5	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"
1	6	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"
1	7	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"
1	8	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"
1	9	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"
1	10	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"
1	11	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"
1	12	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"
1	13	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	3"	4"	5"	6"	8"	10"



**NOTE:**  
 1) DESIGNER SHALL VERIFY  
 DRAINAGE CONSTRUCTION FOR  
 ALL LOTS WITH TRENCH AND  
 DRAINAGE SYSTEMS. THE  
 CONSTRUCTION OF THE TRENCH, LATERAL,  
 AND DRAINAGE SYSTEM SHALL BE  
 IN ACCORDANCE WITH THE  
 PRESENTING TITLE IN THE JURISDICTION  
 OF THE COUNTY OF DEERBOLT,  
 MONTANA.  
 2) CONTRACTOR SHALL VERIFY  
 DIMENSIONS ON ALL PRESSURE  
 DRAINAGE SYSTEMS TO BE  
 CONSTRUCTION & APPROVAL.



### DOSING FIELD SCHEDULE

BLOCK	LOT	LATERAL	MANIFOLD	EMERGENT	EMERGENCY	EMERGENCY	EMERGENCY
1	1	6'	5'	4'	3'	2'	1'
1	2	6'	5'	4'	3'	2'	1'
1	3	6'	5'	4'	3'	2'	1'
1	4	6'	5'	4'	3'	2'	1'
1	5	6'	5'	4'	3'	2'	1'
1	6	6'	5'	4'	3'	2'	1'
1	7	6'	5'	4'	3'	2'	1'
1	8	6'	5'	4'	3'	2'	1'
1	9	6'	5'	4'	3'	2'	1'
1	10	6'	5'	4'	3'	2'	1'
1	11	6'	5'	4'	3'	2'	1'
1	12	6'	5'	4'	3'	2'	1'
1	13	6'	5'	4'	3'	2'	1'

### PUMP SCHEDULE

BLOCK	LOT	RECOMMENDED PUMP HEADWORK	20' FOOT HEIGHT	20' FOOT HEIGHT	20' FOOT HEIGHT
1	1	HYDROSTATIC 3040	20'	20'	20'
1	2	HYDROSTATIC 3040	20'	20'	20'
1	3	HYDROSTATIC 3040	20'	20'	20'
1	4	HYDROSTATIC 3040	20'	20'	20'
1	5	HYDROSTATIC 3040	20'	20'	20'
1	6	HYDROSTATIC 3040	20'	20'	20'
1	7	HYDROSTATIC 3040	20'	20'	20'
1	8	HYDROSTATIC 3040	20'	20'	20'
1	9	HYDROSTATIC 3040	20'	20'	20'
1	10	HYDROSTATIC 3040	20'	20'	20'
1	11	HYDROSTATIC 3040	20'	20'	20'
1	12	HYDROSTATIC 3040	20'	20'	20'
1	13	HYDROSTATIC 3040	20'	20'	20'

### ORIFICE/LATERAL SCHEDULE

BLOCK 1 LOT 1  
 1-1/2" IN. NOMINAL DIA. (1.61 IN. DIA.)  
 SCHEDULE 40 PVC LATERALS 9/32  
 ORIFICE/LATERAL 7 ORIFICES PER  
 MANIFOLD CENTERLINE NEXT TO  
 MANIFOLD CENTERLINE NEXT TO  
 ORIFICE 3 IN. O.C. ORIFICES SHALL BE  
 TESTING AND OPERATED IN THE "DOWN"  
 POSITION BEFORE FINAL  
 BIDDING/TENDON BIDDING (SEE  
 POSITIVE FIELD SCHEDULE)

BLOCK 1 LOT 2  
 1-1/2" IN. NOMINAL DIA. (1.61 IN. DIA.)  
 SCHEDULE 40 PVC LATERALS 9/32  
 ORIFICE/LATERAL 7 ORIFICES PER  
 MANIFOLD CENTERLINE NEXT TO  
 MANIFOLD CENTERLINE NEXT TO  
 ORIFICE 3 IN. O.C. ORIFICES SHALL BE  
 TESTING AND OPERATED IN THE "DOWN"  
 POSITION BEFORE FINAL  
 BIDDING/TENDON BIDDING (SEE  
 POSITIVE FIELD SCHEDULE)

BLOCK 1 LOT 3  
 1-1/2" IN. NOMINAL DIA. (1.61 IN. DIA.)  
 SCHEDULE 40 PVC LATERALS 9/32  
 ORIFICE/LATERAL 7 ORIFICES PER  
 MANIFOLD CENTERLINE NEXT TO  
 MANIFOLD CENTERLINE NEXT TO  
 ORIFICE 3 IN. O.C. ORIFICES SHALL BE  
 TESTING AND OPERATED IN THE "DOWN"  
 POSITION BEFORE FINAL  
 BIDDING/TENDON BIDDING (SEE  
 POSITIVE FIELD SCHEDULE)

BLOCK 1 LOT 4  
 1-1/2" IN. NOMINAL DIA. (1.61 IN. DIA.)  
 SCHEDULE 40 PVC LATERALS 9/32  
 ORIFICE/LATERAL 7 ORIFICES PER  
 MANIFOLD CENTERLINE NEXT TO  
 MANIFOLD CENTERLINE NEXT TO  
 ORIFICE 3 IN. O.C. ORIFICES SHALL BE  
 TESTING AND OPERATED IN THE "DOWN"  
 POSITION BEFORE FINAL  
 BIDDING/TENDON BIDDING (SEE  
 POSITIVE FIELD SCHEDULE)

BLOCK 1 LOT 5  
 1-1/2" IN. NOMINAL DIA. (1.61 IN. DIA.)  
 SCHEDULE 40 PVC LATERALS 9/32  
 ORIFICE/LATERAL 7 ORIFICES PER  
 MANIFOLD CENTERLINE NEXT TO  
 MANIFOLD CENTERLINE NEXT TO  
 ORIFICE 3 IN. O.C. ORIFICES SHALL BE  
 TESTING AND OPERATED IN THE "DOWN"  
 POSITION BEFORE FINAL  
 BIDDING/TENDON BIDDING (SEE  
 POSITIVE FIELD SCHEDULE)

BLOCK 1 LOT 6  
 1-1/2" IN. NOMINAL DIA. (1.61 IN. DIA.)  
 SCHEDULE 40 PVC LATERALS 9/32  
 ORIFICE/LATERAL 7 ORIFICES PER  
 MANIFOLD CENTERLINE NEXT TO  
 MANIFOLD CENTERLINE NEXT TO  
 ORIFICE 3 IN. O.C. ORIFICES SHALL BE  
 TESTING AND OPERATED IN THE "DOWN"  
 POSITION BEFORE FINAL  
 BIDDING/TENDON BIDDING (SEE  
 POSITIVE FIELD SCHEDULE)

BLOCK 1 LOT 7  
 1-1/2" IN. NOMINAL DIA. (1.61 IN. DIA.)  
 SCHEDULE 40 PVC LATERALS 9/32  
 ORIFICE/LATERAL 7 ORIFICES PER  
 MANIFOLD CENTERLINE NEXT TO  
 MANIFOLD CENTERLINE NEXT TO  
 ORIFICE 3 IN. O.C. ORIFICES SHALL BE  
 TESTING AND OPERATED IN THE "DOWN"  
 POSITION BEFORE FINAL  
 BIDDING/TENDON BIDDING (SEE  
 POSITIVE FIELD SCHEDULE)

BLOCK 1 LOT 8  
 1-1/2" IN. NOMINAL DIA. (1.61 IN. DIA.)  
 SCHEDULE 40 PVC LATERALS 9/32  
 ORIFICE/LATERAL 7 ORIFICES PER  
 MANIFOLD CENTERLINE NEXT TO  
 MANIFOLD CENTERLINE NEXT TO  
 ORIFICE 3 IN. O.C. ORIFICES SHALL BE  
 TESTING AND OPERATED IN THE "DOWN"  
 POSITION BEFORE FINAL  
 BIDDING/TENDON BIDDING (SEE  
 POSITIVE FIELD SCHEDULE)

BLOCK 1 LOT 9  
 1-1/2" IN. NOMINAL DIA. (1.61 IN. DIA.)  
 SCHEDULE 40 PVC LATERALS 9/32  
 ORIFICE/LATERAL 7 ORIFICES PER  
 MANIFOLD CENTERLINE NEXT TO  
 MANIFOLD CENTERLINE NEXT TO  
 ORIFICE 3 IN. O.C. ORIFICES SHALL BE  
 TESTING AND OPERATED IN THE "DOWN"  
 POSITION BEFORE FINAL  
 BIDDING/TENDON BIDDING (SEE  
 POSITIVE FIELD SCHEDULE)

BLOCK 1 LOT 10  
 1-1/2" IN. NOMINAL DIA. (1.61 IN. DIA.)  
 SCHEDULE 40 PVC LATERALS 9/32  
 ORIFICE/LATERAL 7 ORIFICES PER  
 MANIFOLD CENTERLINE NEXT TO  
 MANIFOLD CENTERLINE NEXT TO  
 ORIFICE 3 IN. O.C. ORIFICES SHALL BE  
 TESTING AND OPERATED IN THE "DOWN"  
 POSITION BEFORE FINAL  
 BIDDING/TENDON BIDDING (SEE  
 POSITIVE FIELD SCHEDULE)

BLOCK 1 LOT 11  
 1-1/2" IN. NOMINAL DIA. (1.61 IN. DIA.)  
 SCHEDULE 40 PVC LATERALS 9/32  
 ORIFICE/LATERAL 7 ORIFICES PER  
 MANIFOLD CENTERLINE NEXT TO  
 MANIFOLD CENTERLINE NEXT TO  
 ORIFICE 3 IN. O.C. ORIFICES SHALL BE  
 TESTING AND OPERATED IN THE "DOWN"  
 POSITION BEFORE FINAL  
 BIDDING/TENDON BIDDING (SEE  
 POSITIVE FIELD SCHEDULE)

BLOCK 1 LOT 12  
 1-1/2" IN. NOMINAL DIA. (1.61 IN. DIA.)  
 SCHEDULE 40 PVC LATERALS 9/32  
 ORIFICE/LATERAL 7 ORIFICES PER  
 MANIFOLD CENTERLINE NEXT TO  
 MANIFOLD CENTERLINE NEXT TO  
 ORIFICE 3 IN. O.C. ORIFICES SHALL BE  
 TESTING AND OPERATED IN THE "DOWN"  
 POSITION BEFORE FINAL  
 BIDDING/TENDON BIDDING (SEE  
 POSITIVE FIELD SCHEDULE)

BLOCK 1 LOT 13  
 1-1/2" IN. NOMINAL DIA. (1.61 IN. DIA.)  
 SCHEDULE 40 PVC LATERALS 9/32  
 ORIFICE/LATERAL 7 ORIFICES PER  
 MANIFOLD CENTERLINE NEXT TO  
 MANIFOLD CENTERLINE NEXT TO  
 ORIFICE 3 IN. O.C. ORIFICES SHALL BE  
 TESTING AND OPERATED IN THE "DOWN"  
 POSITION BEFORE FINAL  
 BIDDING/TENDON BIDDING (SEE  
 POSITIVE FIELD SCHEDULE)

APPROVED  
 Montana Department of  
 Environmental Quality  
 Permitting and Compliance Division  
 Reviewer: *[Signature]* Date: 1/20/04

#05-1485

### PUMP SCHEDULE

BLOCK	LOT	RECOMMENDED PUMP HEADWORK	20' FOOT HEIGHT	20' FOOT HEIGHT	20' FOOT HEIGHT
1	1	HYDROSTATIC 3040	20'	20'	20'
1	2	HYDROSTATIC 3040	20'	20'	20'
1	3	HYDROSTATIC 3040	20'	20'	20'
1	4	HYDROSTATIC 3040	20'	20'	20'
1	5	HYDROSTATIC 3040	20'	20'	20'
1	6	HYDROSTATIC 3040	20'	20'	20'
1	7	HYDROSTATIC 3040	20'	20'	20'
1	8	HYDROSTATIC 3040	20'	20'	20'
1	9	HYDROSTATIC 3040	20'	20'	20'
1	10	HYDROSTATIC 3040	20'	20'	20'
1	11	HYDROSTATIC 3040	20'	20'	20'
1	12	HYDROSTATIC 3040	20'	20'	20'
1	13	HYDROSTATIC 3040	20'	20'	20'

DATE	1/20/04
SCALE	AS SHOWN
DESIGNED BY	[Name]
CHECKED BY	[Name]
APPROVED BY	[Name]
DATE	1/20/04

EMERALD EAGLE ESTATES SUBDIVISION  
 SITUATED IN THE NE 1/4 SECTION 29, T. 1 N., R. 27 E., P.M.M.  
 PREPARED FOR LAND SURVEYOR & ROW S. HILL, LIVING TRUST  
 YELLOWSTONE COUNTY, MONTANA

3333176  
 Page: 9 of 11  
 05/17/2005 02:15P

Yellowstone County HEALTH 0.00







# SUBDIVISION IMPROVEMENTS AGREEMENT

## EMERALD EAGLE ESTATES SUBDIVISION

THIS AGREEMENT is made and entered into this 8 day of February, 2005, by and between JACK H. SPRAGUE and RON S. HILL LIVING TRUST, hereinafter referred to as "Subdivider," and YELLOWSTONE COUNTY, MONTANA, hereinafter referred to as "County."

### WITNESSETH:

WHEREAS, a preliminary plat of an area known as Emerald Eagle Estates Subdivision, hereinafter referred to as the "Subdivision," was submitted to the Yellowstone 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 22nd day of June, 2004, the Yellowstone County Board of Planning approved, subject to certain conditions, a preliminary plat of an area to be known as Emerald Eagle Estates Subdivision; and

WHEREAS, at a regular meeting held on the 6th day of July, 2004, the County Commissioners approved, subject to certain conditions of the Yellowstone County Board of Planning and County Commissioners, a preliminary plat of an area to be known as Emerald Eagle Estates 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.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the 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 Emerald Eagle Estates 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 Yellowstone 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, paved streets with drainage ditches and culverted drive approaches,



survey monuments, street name signs, and culverts for drainage. The internal streets, Raindrop Lane, Spring Circle, Emerald Eagle Drive, Sunshine Way, Winter Drive, Snowflake Circle, and Summer Lane will be 28 feet wide (24-foot asphalt concrete top with 2-foot gravel shoulders each side) public streets with drainage ditches on both sides. The southern portion of the external street, Westgate Drive, will be improved to match the width of the paved surface at the east and west boundaries of the Subdivision (22.5-foot asphalt concrete top with 2-foot gravel shoulder south of centerline). Such improvements shall be in conformance with the County of Yellowstone and the State of Montana specifications and will be completed by private contract. Maintenance of the improvements to the internal streets will be accomplished by the establishment of a rural special improvements maintenance district (RSIMD) for such purposes. The improvements shall be installed as approved by the County Public Works Department in accordance with the current standards at the time of construction. An approach permit for Noblewood Drive and Westgate Drive shall be obtained from the County Public Works Department prior to the construction of the Raindrop Lane and Emerald Eagle Drive tie-ins.

The first phase of the Subdivision shall consist of the development of Lots 1 through 12, inclusive, Block 1; Lots 1 through 5, inclusive, Block 2; Lots 1 through 5, inclusive, Block 3; and Lots 18 through 20, inclusive, Block 5. The improvements to Westgate Drive, Noblewood Drive, and the portion of Sunshine Way north of Lot 7, Block 4, Raindrop Lane, Spring Circle, and Emerald Eagle Drive shall be constructed as "Phase I Improvements." These improvements shall be inclusive of temporary turn-arounds, *Road Closed* signage, and stormwater drainage control and detention as required by Yellowstone County Public Works.

The second phase of the Subdivision shall consist of the development of Lots 6 through 10, inclusive, Block 2; Lots 6 through 10, inclusive, Block 3; Lots 1 through 7, inclusive, Block 4; and Lots 1, 16, and 17, Block 5. The portion of Sunshine Way south to the designated park area, Winter Drive, and Snowflake Circle shall be constructed as "Phase II Improvements." These improvements shall be inclusive of temporary turn-arounds, *Road Closed* signage, and stormwater drainage control and detention as required by Yellowstone County Public Works.

The third phase of the Subdivision shall consist of the development of Lots 8 through 19, inclusive, Block 4; and Lots 2 through 15, inclusive, Block 5. Prior to any construction of the third phase, the southern most boundary of Emerald Eagle Estates shall be fenced with an acceptable material similar to a 6-foot high chain link. The remainder of Sunshine Way and Summer Lane shall be constructed as "Phase III Improvements."



Public road improvements referred to herein shall be installed using a private contract prior to the filing of the final plat. If improvements are not completed prior to filing of the final plat, Subdivider shall provide a letter of credit from a bank or other reputable institution subject to the approval of the Board of County Commissioners. This letter shall be deposited with the Yellowstone County Board of Planning and shall certify the following:

- A. That the creditor does guarantee funds of related amounts as estimated by the Subdivider and approved by the Public Works Director for completing all required improvements in the amount of 125 percent of the cost of the improvements.
- B. That, in the case of failure on the part of the Subdivider to complete the specified improvements within the required time period, the creditor shall pay to the County of Yellowstone immediately and without further action such funds as are necessary to finance the completion of those improvements, up to the limit of credit stated in the letter.
- C. That this letter of credit may not be withdrawn or reduced in amount until released by the Board of County Commissioners.

3. VARIANCE REQUEST

- A. The Subdivider has requested and the County hereby grants a variance from the 60-foot right-of-way provision for a 50-foot right-of-way for the 314-foot Spring Circle, for the 920-foot Winter Drive, for the 131-foot Snowflake Circle, and for the 188-foot Summer Lane. All other rights-of-way shall be 60 feet.
- B. The Subdivider has requested and the County hereby grants a variance from the 60-foot half right-of-way provision for a 30-foot half right-of-way for the east half of Noblewood Drive. Previous approval from the Board of Planning and Board of County Commissioners on June 2, 1994, agreed to change the classification of Noblewood Drive to a local access street status rather than the principal arterial status noted in the Billings Urban Area 2000 Transportation Plan.
- C. The Subdivider has requested and the County hereby grants a variance to move the legal and physical access for Lot 9, Block 1, from Westgate Drive to Noblewood Drive

4. Subdivider hereby agrees to construct the following improvements as required and in conformance with the Yellowstone County Subdivision Regulations:



A. STREETS

- (1) *All streets* shall be built to grade with a satisfactory sub-base and base course. The design cross-sections of said streets shall be submitted to, and approved by, the Yellowstone County Public Works Department.
- (2) *Interior Sidewalks.* Sidewalks, 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 anticipated 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) A RSIMD shall be created by the Developer which shall include, but not be limited to, the maintenance of all street improvements including signage, surfacing, fire improvements, weed control, and drainage improvements within the dedicated rights-of-way as described above and as indicated on the plat. The district shall be created at the time of filing of the final plat.
- (7) A 60-foot wide public right-of-way will be dedicated between Lot 10 of Block 2, and Lot 1 of Block 5. A 1-foot "NO ACCESS" easement, as shown on the plat, is dedicated between this 60-foot right-of-way and the property to the east. At the time of development of the property to the east, the Board of County Commissioners shall then decide the extent of the improvements to this 60-foot right-of-way. Development of this access shall be the sole responsibility of the property being developed to the east and shall not infringe upon the members of Emerald Eagle Estates Subdivision.



## B. UTILITIES

- (1) *Water and Sanitary Sewer Service.* The Lockwood Water and Sewer District (LWSD) shall supply public water. The District shall review the water system extension plans. The system design shall also be reviewed and approved by the Department of Environmental Quality (DEQ) prior to construction.

Cisterns shown on the lot layout for phases 2 and 3 are for DEQ permitting purposes only. Construction of phases 2 and 3 of this subdivision shall not commence until authorization is granted from LWSD to provide service to this area.

- (2) *Fire Protection Service.* The Lockwood Fire District shall provide fire protection service. Adequate fire hydrants shall be installed per current local and DEQ regulations. No fences shall be placed within 5 feet of any fire hydrant.
- (3) *Other Facilities.* All telephone, gas, electrical power, and cable television lines within the public right-of-way shall be installed prior to placement of the final finish course of the streets. 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. Subdivider agrees there will be no irrigation water available to this Subdivision. No irrigation water shares shall be transferred to individual lot owners.

## C. STORMWATER SYSTEM

Any stormwater retention facilities located within or adjacent to Emerald Eagle Estates 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. Maintenance of the retention facilities and associated drainage swales shall be the responsibility of the Subdivider. Upon creation of a maintenance district at the time of the filing of the final plat, it shall become the responsibility of said District. Culverts and the associated drainage swales shall not be filled in or altered by the Subdivider or subsequent lot owners.



D. SURVEY MONUMENTS

Survey monuments shall be installed as required by Yellowstone County and the Montana Subdivision and Platting Act.

E. PARK DEDICATION

The Subdivider shall provide a parkland dedication in the amount of 2.86 acres from a required amount of 3.49 acres. This dedication will be a combination of land and cash-in-lieu, as approved by the County Parks Board. A park maintenance district (PMD) shall be created at the time of filing of the final plat.

At the time of installation of phase three or within five years of completion of phase two of Emerald Eagle Estates, the park area shall be contoured to provide drainage of storm water through the subdivision. Storm water crossing Sunshine Way shall be provided via two 36-inch or equal culverts passing under the roadway. Contouring the park area east of Lot 15 of Block 5 will create a retention pond that shall hold an estimated volume of 91,909 cubic feet. The amount of storm water generated from a 25-year storm event for this subdivision. After completion of the park area improvements, the disturbed areas shall be revegetated in accordance with the seed plan lined out in item 6.

5. The Subdivider does not desire to commence development of all the lots within the Subdivision, but does desire to file the approved final plat for Emerald Eagle Estates Subdivision, and to sell and convey lots in said Subdivision in phases. In accordance with the foregoing, the Subdivider and the County agree as follows:

- A. The first phase of the Subdivision shall consist of the development of Lots 1 through 12, inclusive, Block 1; Lots 1 through 5, inclusive, Block 2; Lots 1 through 5, inclusive, Block 3; and Lots 18 through 20, inclusive, Block 5.

The improvements shall include water and paved streets for Noblewood Drive south to Brookwood Drive (Yellowstone County shall contribute the value of road base costs from Raindrop Lane to Brookwood Drive to a private contract for installation of full improvements that is to be funded and administered by the Developer), Sunshine Way north of Lot 7, Block 4, Raindrop Lane, Spring Circle, and Emerald Eagle Drive. The improvement shall also include the widening of asphalt to a width of 22.5 feet south of the Westgate Drive ROW centerline from the intersection of Westgate and Noblewood to the eastern boundary of Emerald Eagle Estates subdivision adjacent to Westgate Drive. Phase I improvements



shall be constructed and installed utilizing a private contract. These improvements shall be inclusive of temporary turn-arounds, *Road Closed* signage, and stormwater drainage control and detention as required by Yellowstone County Public Works.

- B. The second phase of the Subdivision shall consist of the development of Lots 6 through 10, inclusive, Block 2; Lots 6 through 10, inclusive, Block 3; Lots 1 through 7, inclusive, Block 4; and Lots 1, 16 and 17 of Block 5.

The improvements shall include water and paved streets for Sunshine Way south to the designated park area, Winter Drive, and Snowflake Circle. Phase II improvements shall be constructed and installed utilizing a private contract. These improvements shall be inclusive of temporary turn-arounds, *Road Closed* signage, and stormwater drainage control and detention as required by Yellowstone County Public Works.

- C. The third phase of the Subdivision shall consist of the development of Lots 8 through 19, inclusive, Block 4; and Lot 2 through 15, inclusive, Block 5.

The improvements shall include water and paved streets for the remaining portion of Sunshine Way and Summer Lane. Phase III improvements shall be constructed and installed utilizing a private contract. The improvements shall also include storm drainage improvements in the park area.

- 6. The Subdivider shall provide restoration of the construction sites disturbed during construction of the improvements outlined herein, as follows:

- A. Broadcast Seed

- B. Seed Type and Rate

Smooth Bromegrass	8 lbs per acre
Crested Wheatgrass	4 lbs per acre
Winter Wheat	10 lbs per acre

- C. Fertilizer

100 lbs of 0-45-0 Phosphate per acre

- D. Roller pack after broadcasting to pack seed ¼ inch into soil.

- E. Seed November to March or as authorized by the Yellowstone County Weed District.



7. All noxious weeds on the latest Yellowstone County Noxious Weed List must be controlled on all properties in the Subdivision. All cost of noxious weed control on private lots is the responsibility of the property owners of record.

Weed height control restrictions shall be duly noted and adhered to on all properties and rights-of-way.

A weed management plan shall be prepared and approved by the Yellowstone County Weed District for this subdivision prior to final plat approval.

8. **CONDITIONS THAT RUN WITH THE LAND**

- A. It is noted that in accordance with the 1972 Yellowstone County Soil Survey, the potential for variable soil conditions exists within this Subdivision area. Assessment and mitigation of these conditions shall be the responsibility of the lot owner. It is recommended that the owner of each lot perform a geotechnical investigation prior to construction.

- B. The Subdivision is located adjacent to a wildlife conservation easement. Consequently, owners are advised that wildlife indigenous to the area are found within the developed property and may impact property and interface with domestic animals, residents, and visitors. Any impacts associated with wildlife and any damage arising therefrom is the responsibility of the lot owner.

- C. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners

9. 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 will be issued prior to opening by the County Commissioners except as outlined within Paragraph 11 included herein.

10. The County Public Works Department will issue permits for approaches to the roadway 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.

11. 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 same 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,



Subdivider agrees to notify the County Public Works Department not less than four hours before construction is scheduled to resume.

12. 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 or owners 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 owners specifically agree 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.
13. 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.
14. The Subdividers agree to guarantee all improvements for a period of one year from the date of final acceptance by the County Public Works Department per Section 8c Inspection and Certification of the Yellowstone County Subdivision Regulations.
15. When required by future road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this Subdivision shall be removed or relocated outside of the public right-of-way. Any relocation outside the public right-of-way shall be subject to securing new easements.
16. No lateral irrigation ditches or shares or water rights shall transfer to or be used by the subdivided parcels after construction of improvements begins. All other irrigation ditches exist only on the perimeters of this development and are for the benefit of other properties. Perimeter ditches and drains shall remain in place and may not be altered by the Subdivider or subsequent owners.
17. The Subdivision lies within the Lockwood Fire District, which provides fire service to the area.
18. 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.



- 19. 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.
- 20. 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.
- 21. 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.
- 22. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below 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”

RON S. HILL LIVING TRUST

By: Ron S. Hill

STATE OF MONTANA     )  
  : ss.  
County of Yellowstone    )

On this 8 day of February, 2005, before me, a Notary Public in and for the State of Montana, personally appeared Ron S Hill of RON S. HILL LIVING TRUST, known to me to be person who signed the foregoing instrument and acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.



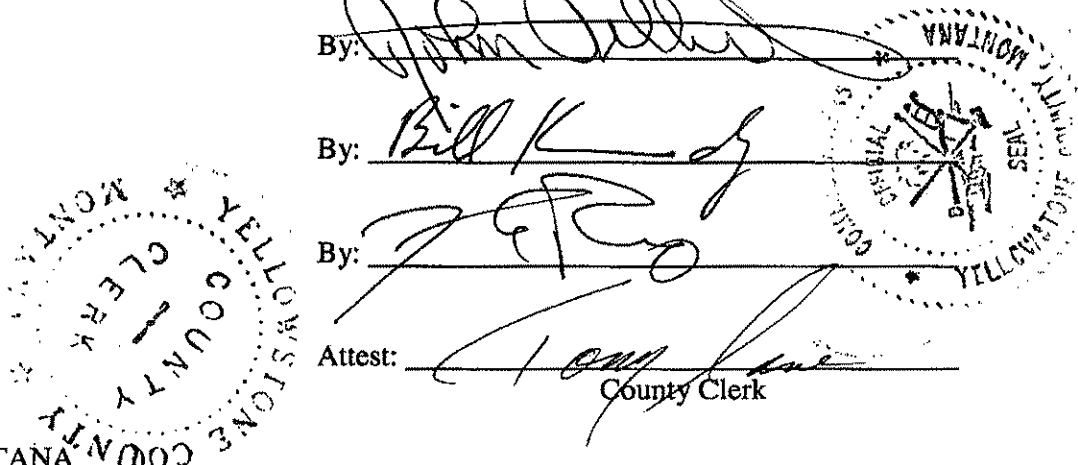
Becky J. Young  
Notary Public in and for the State of Montana  
Printed name: Becky J. Young  
Residing at Billings, Montana  
My commission expires: April 30, 2008





"COUNTY"  
COUNTY OF YELLOWSTONE  
BOARD OF COUNTY COMMISSIONERS

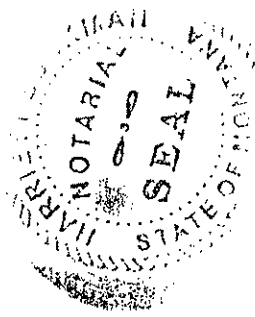
By: [Signature]  
By: [Signature]  
By: [Signature]  
Attest: [Signature]  
County Clerk



STATE OF MONTANA  
County of Yellowstone )  
: ss

On this 16<sup>th</sup> day of May, 2005, before me, a Notary Public in and for the State of Montana, personally appeared John Bellard, Bill Kennedy, James E. Reid, and Tony Davis, 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 in and for the State of Montana  
Printed name: HARRIETT BUCKMAN  
Residing at Billings, Montana  
My commission expires: 5-10-2008





# WAIVER OF RIGHT TO PROTEST

**FOR VALUABLE CONSIDERATION**, the undersigned, being the Subdividers and all of the owners of the hereinafter described real property, do 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, street lights, street light 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 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:

EMERALD EAGLE ESTATES SUBDIVISION

RON S. HILL LIVING TRUST

By: Ron S. Hill

STATE OF MONTANA     )  
  : ss.  
County of Yellowstone    )

On this 8 day of February, 2005, before me, a Notary Public in and for the State of Montana, personally appeared Ron S Hill of RON S. HILL LIVING TRUST, known to me to be the person who signed the foregoing instrument and acknowledged to me that he executed the same. Witness my hand and seal the day and year hereinabove written.



Becky J Young  
Notary Public in and for the State of Montana  
Printed name: Becky J Young  
Residing at Billings, Montana  
My commission expires: April 30, 2008

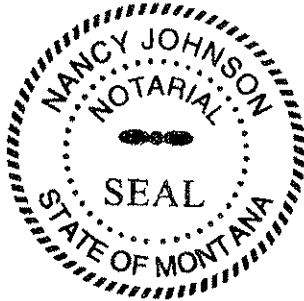


JACK SPRAGUE

*Jack Sprague*  
\_\_\_\_\_

STATE OF MONTANA     )  
  : ss.  
County of Yellowstone    )

On this 9th day of February, 2005, before me, a Notary Public in and for the State of Montana, personally appeared JACK SPRAGUE, known to me to be the person who signed the foregoing instrument and acknowledged to me that he executed the same. Witness my hand and seal the day and year hereinabove written.



*Nancy Johnson*  
\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed name: Nancy Johnson  
Residing at Billings, Montana  
My commission expires: 5 Sep 2008



**EXHIBIT A**

**RELEASE**

**EMERALD EAGLE ESTATES SUBDIVISION, PHASE II**

**THIS RELEASE** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned, **RON S. HILL LIVING TRUST, JACK SPRAGUE, 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and recorded the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and recorded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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, a private contract has been executed and necessary funding guarantees have been provided, as the case may be, providing for the installation and construction of all required public improvements to serve the hereinafter described real property.

**NOW, THEREFORE**, in consideration of the 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:

Lots 6 through 10, inclusive, Block 2; Lots 6 through 10, inclusive, Block 3; Lots 1 through 7, inclusive, Block 4; and Lots 1, 16 and 17, Block 5, Emerald Eagle Estates 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. \_\_\_\_\_.



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

RON S. HILL LIVING TRUST

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

STATE OF MONTANA     )  
  : ss.  
County of Yellowstone     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_ of RON S. HILL LIVING TRUST, who signed the foregoing instrument and acknowledged to me that he executed the same. Witness my hand and seal the day and year hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed name: \_\_\_\_\_  
Residing at Billings, Montana  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
JACK SPRAGUE

STATE OF MONTANA     )  
  : ss.  
County of Yellowstone     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared JACK SPRAGUE, who signed the foregoing instrument and acknowledged to me that he executed the same. Witness my hand and seal the day and year hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed name: \_\_\_\_\_  
Residing at Billings, Montana  
My commission expires: \_\_\_\_\_





**EXHIBIT B**

**CERTIFICATE**

**EMERALD EAGLE ESTATES SUBDIVISION, PHASE II**

The undersigned, the duly authorized representative of the Department of 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:

Lots 6 through 10, inclusive, Block 2; Lots 6 through 10, inclusive, Block 3; Lots 1 through 7, inclusive, Block 4; and Lots 1, 16 and 17, Block 5, Emerald Eagle Estates 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 the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between RON S. HILL LIVING TRUST, JACK SPRAGUE, and YELLOWSTONE COUNTY, and that certain Declaration of Restrictions on Transfers and Conveyances, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, covering Emerald Eagle Estates Subdivision, Second Phase, 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 \_\_\_\_\_, 20\_\_.

DEPARTMENT OF PUBLIC WORKS  
YELLOWSTONE COUNTY, MONTANA

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

Title: \_\_\_\_\_



**EXHIBIT C**

**RELEASE**

**EMERALD EAGLE ESTATES SUBDIVISION, PHASE III**

**THIS RELEASE** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned, **RON S. HILL LIVING TRUST, JACK SPRAGUE, 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 \_\_\_\_\_, 20\_\_\_\_, and recorded \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_, and recorded \_\_\_\_\_, 20\_\_\_\_, 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, a private contract has been executed and necessary funding guarantees have been provided, as the case may be, providing for the installation and construction of all required public improvements to serve the hereinafter described real property.

**NOW, THEREFORE**, in consideration of the 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:

Lots 8 through 19, inclusive, Block 4; and Lots 2 through 15, inclusive, Block 5, Emerald Eagle Estates 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. \_\_\_\_\_.



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

RON S. HILL LIVING TRUST

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

STATE OF MONTANA     )  
  : ss.  
County of Yellowstone    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_ of RON S. HILL LIVING TRUST, who signed the foregoing instrument and acknowledged to me that he executed the same. Witness my hand and seal the day and year hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed name: \_\_\_\_\_  
Residing at Billings, Montana  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
JACK SPRAGUE

STATE OF MONTANA     )  
  : ss.  
County of Yellowstone    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared JACK SPRAGUE, who signed the foregoing instrument and acknowledged to me that he executed the same. Witness my hand and seal the day and year hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed name: \_\_\_\_\_  
Residing at Billings, Montana  
My commission expires: \_\_\_\_\_





**EXHIBIT D**

**CERTIFICATE**

**EMERALD EAGLE ESTATES SUBDIVISION, PHASE III**

The undersigned, the duly authorized representative of the Department of 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:

Lots 8 through 19, inclusive, Block 4; and Lots 2 through 15, inclusive, Block 5, Emerald Eagle Estates 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 the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between RON S. HILL LIVING TRUST, JACK SPRAGUE, and YELLOWSTONE COUNTY, and that certain Declaration of Restrictions on Transfers and Conveyances, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, covering Emerald Eagle Estates Subdivision, Third Phase, 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 \_\_\_\_\_, 20\_\_\_.

DEPARTMENT OF PUBLIC WORKS  
YELLOWSTONE COUNTY, MONTANA

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

Title: \_\_\_\_\_

*Engineering Inc*



**DECLARATION OF RESTRICTIONS  
EMERALD EAGLE ESTATES SUBDIVISION**

**RON S. HILL LIVING TRUST and JACK H. SPRAGUE  
to  
THE PUBLIC**

WHEREAS, the undersigned, Ron S. Hill Living Trust and Jack H. Sprague, are the owners of EMERALD EAGLE ESTATES; and,

WHEREAS, the aforesaid owner desires to place building and use restrictions on the above-described premises;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby establishes and declares the following business restrictions and protective covenants which shall be applicable to all the above-described real estate.

This Restrictive Declaration of Covenants is made this 31st day of March, 2005, by RON S. HILL LIVING TRUST and JACK H. SPRAGUE, hereinafter referred to as "Declarants".

**GENERAL RESTRICTIONS**

1. All persons, corporations, or other entities, who shall hereafter acquire any interest in and to the above-described real estate shall be taken and held to agree and covenant with the owners of the lots and with their heirs, devisees, trustees, and assigns, to conform to and to observe the following covenants, restrictions, and stipulations as to the use thereof, and as to the construction of residences and improvements thereon.
2. The covenants will apply to all lots contained in Emerald Eagle Estates Subdivision. Ron S. Hill Living Trust and Jack H. Sprague reserve the right to amend this "Declaration of Restrictions" to the extent that it is necessary to include additional lots and blocks of subsequent filings as to Emerald Eagle Estates Subdivision.
3. Each lot in the subdivision shall be used solely for residential purposes. No structure shall be erected, altered, placed or permitted upon any such residential lot, other than one detached single-family dwelling not to exceed two stories in height. "Split level" structures will be permitted. No structure shall exceed 32-feet in height. Garages shall not be for more than three cars. The term residential purpose as used herein shall be construed to exclude hospitals, duplex houses, to exclude the rental of portions of homes, to exclude professional and commercial uses, and to further exclude all rehabilitative, correctional, child care, and mental health center homes, half-way houses or other affiliated institutions, and any such usage of this property is expressly prohibited.
4. None of the lots in the subdivision shall at any time be used for the purpose of any trade, profession, manufacturing, or business of any description, and no noxious or offensive activity shall be carried on nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.



5. No lot shall be subdivided for the purpose of constructing more than one dwelling on any lot as platted. After public sewer is provided to the area, the lots may be subdivided to provide an additional building site in accordance with local, state and federal regulations.
6. Any building or residence erected shall be of new construction.
7. No structure of a temporary nature can be used as a residence, either temporarily or permanently. The exterior of the dwellings shall be finished in their entirety before they can be occupied.
8. Two dogs and/or two cats are the only animals allowed per house. Pets shall be restricted to their owner's property. Barking shall be kept to a minimum and subject to City/County Ordinances and enforcement.
9. Any residence hereafter to be erected shall be commenced within 30 days after equipment and/or materials used in the construction thereof are moved onto the sight. After construction has started, the work must continue until the structure is completed. No building hereafter to be erected shall be commenced until authority for the construction of such a building has been secured from the Architectural Control Committee (as defined in #19).
10. No trash, ashes, obsolete materials or non-operating or non-licensed vehicles or portions of thereof may be allowed to accumulate in any portion of Emerald Eagle Estates Subdivision. All trash, or other refuse, cans and containers in these lots shall be kept in garbages or in enclosures such that they will be concealed from street view. No burning barrels shall be allowed on the premises. Garbage cans shall be located inside the garage except on days when garbage pickup is made.
11. Exterior construction shall include:
  - i. Architectural grade shingles
  - ii. Brick or stone accents on the house and matching mailbox with house numbers on the house and mailbox. No contractor or any other names are allowed on the mailbox stones.
12. Any masonry block buildings shall be covered with stucco or otherwise covered with an exterior siding.
13. No buildings or other structures except fences shall be located less than 25 feet from the front and 20 feet from the rear lot lines. No buildings or other structures except fences shall be located less than 8 feet from the side lot lines unless on a corner where set back from side lot line shall be 20 feet. Set backs on the Cul-de-sac lots shall be 20 feet in the front and back and 8 feet on the sides. Lots off the Cul-de-sac shall be at least 25 feet in the front, 20 feet in the back and 8 feet on the sides.
14. No fences shall be erected in any front yard except as is necessary to join a side yard fence to the residence. Fences shall be wood, vinyl or chain link. No barbed wire or woven wire will be permitted.



15. Boats, motorcycles, motorbikes, touring vehicles or recreational vehicles may be stored on any of the lots if screen fenced so that they will be concealed from the view of streets and lots which are adjacent to the lot on which they are located. One RV or boat is allowed to be stored outside on a concrete pad, to the rear of the house with a maximum length of 30 feet and in compliance with County Ordinances.
16. Ron S. Hill Living Trust and Jack H. Sprague expressly reserve the right to erect and operate an office together with sign on any lot of its choosing and of any design and size of its choosing for the purpose of selling lots in all filings of Emerald Eagle Estates Subdivision.
17. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property conveyed within Emerald Eagle Estates Subdivision, shall be placed or otherwise installed on any lot or building.
18. No buildings shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. Harmony of external design with existing structures and the location with respect to topography and finished grade elevations will all be considered.
19. The Architectural Control Committee referred to in the prior paragraph is composed of Ron S. Hill, Jack H. Sprague and Brendon S. Hill. The majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member or members of the committee, the remaining member or members shall have full authority to designate a successor or successors. At any time, the then record owners of 75 percent of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore it to any of its powers and duties. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing within 30 days of receipt of items in #18.
20. Minimum square footages (exclusive of the area of porches, terraces, patios or garages) for ranch style homes shall be 1,550 square feet on the main level; for front to back split level homes shall be 1,400 square feet on the top 2 floors; and for split entry homes shall be 1,350 square feet on the upper floor. All roofs shall be a minimum of 5/12 pitch.
21. An attached double garage is required for each dwelling. The garage shall be a minimum of 528 square feet and a maximum of 1,100 square feet. Triple garages are encouraged. The third bay must set back or set forward 2 feet from the front of the double bay.
22. A detached garage will be allowed if it meets all of the following criteria:
  - It is a maximum of 400 square feet.
  - It is not over 16 feet in height on a concrete slab.
  - The exterior materials and colors are exactly the same as the house.
  - The roof pitch is a minimum of 5/12.
  - It is at least 8 feet from any exterior property line.
23. Lawn and landscaping must be done during the first season available (April through September).





**DECLARATION OF RESTRICTION ON TRANSFERS  
AND CONVEYANCES**

**EMERALD EAGLE ESTATES SUBDIVISION**

THIS DECLARATION is made this 8 day of February, 2005, by JACK SPRAGUE and RON S. HILL LIVING TRUST, hereinafter referred to as "Declarant."

**WITNESSETH:**

WHEREAS, the Declarant are the owners of all of the lots in Emerald Eagle Estates Subdivision, situated in Section 29, Township 1 North, Range 27 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 Improvements Agreement dated the 8 day of February 2005, 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 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 Declarants desire to execute and record this Declaration of Restrictions.

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

- 1. Except as hereinafter provided, the Declarants do 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:

Phase II:

Lots 6 through 10, inclusive, Block 2; Lots 6 through 10, inclusive, Block 3; and Lots 1 through 7, inclusive, Block 4; and Lots 1, 16 and 17, Block 5, Emerald Eagle Estates Subdivision in Yellowstone County, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (20 lots total).



Phase III:

Lots 8 through 19, inclusive, Block 4, and Lots 2 through 15, inclusive, Block 5, Emerald Eagle Estates Subdivision in Yellowstone County, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (26 lots total).

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, as the case may be, providing 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 Declarants will develop Emerald Eagle Estates Subdivision, in distinct phases, upon providing for the installation and construction of the public improvement 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 5 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.

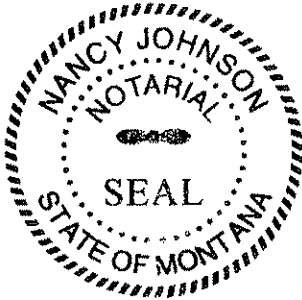




*Jack Sprague*  
JACK SPRAGUE

STATE OF MONTANA )  
: ss.  
County of YELLOWSTONE )

On this 9th day of February, 2005, before me, a Notary Public in and for the State of Montana, personally appeared JACK SPRAGUE, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same.



*Nancy Johnson*  
Notary Public in and for the State of Montana  
Printed name: NANCY JOHNSON  
Residing at Billings, Montana  
My commission expires: 5 Sep 2008