



# SUBDIVISION IMPROVEMENTS AGREEMENT

## UINTA PARK SUBDIVISION

**THIS AGREEMENT** is made and entered into this 15 day of November, 2002 by and between **MILLWRIGHT INVESTMENT, CO., a Partnership; CLYDE H. LARSEN & SONS CONSTRUCTION, INC.; C. JAY LARSON and NATALIE K. LARSON; and CAROL LARSON**, hereinafter referred to as "Subdividers", and **THE CITY OF BILLINGS**, hereinafter referred to as "City".

### WITNESSETH:

**WHEREAS**, at a meeting held by the Yellowstone County Board of Planning on the 28th day of November, 2000, the Board recommended for approval, subject to certain conditions, an area known as Uinta Park Subdivision (the "Subdivision") located in the City of Billings, Yellowstone County, Montana, and recommended its approval to the City Council of the City of Billings; and

**WHEREAS**, at a regular meeting held on the 11th day of December, 2000, the City Council approved, subject to certain conditions of the Board and the City Council, a Preliminary Plat of the Subdivision; and

**WHEREAS**, a Subdivision Improvements Agreement is required prior to approval of the Final Plat by the City.

**NOW, 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 Uinta Park Subdivision, upon the filing of the Final Plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana.
2. Subdividers have requested, and the City hereby grants, the following variance by the City Council from the strict interpretation of the City Subdivision Regulations:

Variance from the provisions of BMC Section 23-605(d) regarding double frontage lots.



3. Subdividers hereby agree to construct the following improvements as required and in conformance with the City of Billings Subdivision Regulations:

A. STREETS

- (1) Uinta Park Drive, Mirror Lake Lane, Crystal Lake Lane, Twin Lakes Drive, Watson Park Road, Butterfly Lake Lane, Calendula Circle, and Broadview Drive north of Uinta Park Drive within the Subdivision shall be built as 37 feet wide from back of curb to back of curb and to grade with a satisfactory sub-base, base coarse, curb and gutter, and asphalt surface. The cul-de-sac on Calendula Circle shall be built to 87 feet from back of curb to back of curb. The design cross-section of said streets shall be submitted to and approved by the City Engineer.

The first phase of the Subdivision shall consist of the development of Lots 1 through 16, inclusive, in Block 1; Lots 1 through 27, inclusive, in Block 2; and Lots 1 through 8, inclusive, in Block 4. The improvements to and under Uinta Park Drive, including curb, gutter, and walk adjacent to the park, Mirror Lake Lane, and Broadview Drive adjacent to said lots (including a temporary turnaround at the south end of Mirror Lake Lane), as well as the required improvements for Lake Elmo Drive and Broadview Drive, are hereinafter referred to as the "Phase I Improvements." Phase I shall also include installation of a 6-foot high sight-obscuring fence across the rear of Lots 24 through 32, inclusive, a portion of the south line of Lot 23 and a gate across the utility easement, all in Block 2, and the installation of a locked gate for temporary emergency access across Lot 28, Block 2, to the temporary turnaround.

The second phase of the Subdivision shall consist of the development of the following lots in Uinta Park Subdivision: Lots 28 through 32, inclusive, in Block 2; Lots 9 through 13, inclusive, in Block 4; Lots 12 and 13, Block 5; Lots 15 and 16, Block 6; Lots 16 through 22, inclusive, in Block 7; and Lots 1 through 19, inclusive, in Block 4, in Howard Heights Subdivision, Amended. The improvements to and under Mirror Lake Lane, Butterfly Lake Lane, and Calendula Circle adjacent to said lots, and to and under the stub streets and Crystal Lake Lane, Twin Lakes Drive, and Watson Peak Drive, as well as the required improvements to the utility right-of-way and the BBWA bridge, are hereinafter collectively referred to as the "Phase II Improvements."



The third phase of the Subdivision shall consist of the development of Lots 14 through 24, inclusive, in Block 4; Lots 1 through 11, inclusive, in Block 5; Lots 8, 9, and 10, in Block 3; and the park. The improvements to and under Uinta Park Drive and Crystal Lake Lane adjacent to said lots and the park, including the wetlands mitigation, are hereinafter collectively referred to as the "Phase III Improvements."

The fourth phase of the Subdivision shall consist of the development of Lots 14 through 23, inclusive, in Block 5; Lots 2 through 7, inclusive, in Block 3; and Lots 1-14, inclusive, in Block 6. The improvements to and under Uinta Park Drive and Twin Lakes Drive adjacent to said lots are hereinafter referred to collectively as the "Phase IV Improvements."

The fifth phase of the Subdivision shall consist of the development of Lot 1, Block 3; Lots 17 through 29, inclusive, in Block 6; and Lots 1 through 15, inclusive, in Block 7. The improvements to and under Twin Lakes Drive and Watson Peak Road adjacent to said lots are hereinafter collectively referred to as the "Phase V Improvements."

- (2) Lake Elmo Drive Improvements. Subdividers agree to install the westerly portion of Lake Elmo Drive adjacent to the Subdivision. Improvements shall include satisfactory sub-base, base course, curb and gutter, asphalt surface and any required transition tapers together with any incidental work necessary to interface with existing improvements. The design cross-section of said street shall be submitted to and approved by the City Engineer. In addition, the Subdividers will install a boulevard sidewalk on the west side of Lake Elmo Drive adjacent to the Subdivision. In addition, in lieu of inclusion in some future area-wide SID for construction of Lake Elmo Drive, Subdividers shall contribute cash to the City in the amount of \$500.00 per lot to the Phase I Improvements for the trunk storm drain described below. The Subdividers will install a 60-inch trunk storm drain line required to serve the drainage basin outlined in the City Heights Storm Drain master plan from its terminus south of Wicks Lane to the south boundary of the Subdivision. City agrees to reimburse Subdividers for the difference in cost between the 60-inch pipe installed and the pipe required to carry flow from the Subdivision, or to reimburse Subdividers for one hundred thousand dollars (\$100,000.00), whichever is the lesser amount.



- (3) Broadview Drive from Reda Lane to Rice Lane.
- (a) Subdividers agree to install curb, gutter, and sidewalk and 24 feet of asphaltic pavement along the west side of Broadview Drive adjacent to the boundary of the Subdivision which shall include necessary grading, graveling, and any incidental work necessary to interface with existing improvements.
  - (b) Subdividers shall install a 6-foot high fence across the rear of Lots 24 through 32, inclusive, a portion of the south line of Lot 23, and a gate across the utility easement, all in Block 2, along with a locked gate for temporary emergency access across Lot 28, Block 2, to the temporary turnaround.
- (4) Interior Sidewalks. Sidewalks within the Subdivision (including those required in connection with the improvements to Lake Elmo Drive and along the park) will be installed as a 5-foot wide boulevard walk with each phase of street improvements and shall be included in each phased private contract. Five-foot wide boulevard walks will be installed with Phase I for all lots fronting public right-of-way, except that the boulevard walk along the park frontage may not be installed in Phase I but be delayed until the park construction is completed in Phase III.
- (5) 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 City Engineer.
- (6) Street Lights. Construction or installation of streetlights shall not be required at this time, but streetlights shall be included in the Waiver referenced in Paragraph 7 for construction of the same in the future. Said Waiver shall also include a maintenance district for street light energy and the maintenance of streetlights.
- (7) Traffic Control Devices. The Subdividers shall furnish and install all necessary traffic control devices in accordance with plans and specifications submitted to and approved by the City Engineer.
- (8) Interim Secondary/Emergency Gravel Access. Subdividers and City agree that interim secondary access to emergency vehicles in Phase I will be provided by an easement through Lot 28, Block 2,



to existing streets. A locked gate to prevent public access will be provided as approved by the City Engineer and the City Attorney at the time of installation. The access road design cross-section and material specifications shall be in accordance with plans and specifications included in the Phase I private contract and as approved by the City Engineer. Subdividers agree to maintain the interim gravel access road until such time as Phase II is improved to City standard street requirements.

Upon completion of improvements in Phase II, this access shall be removed and the gate shall be replaced with the same sight-obscuring fencing provided in Phase I.

- (9) Clear Vision Easements. At each uncontrolled intersection within the Subdivision, clear vision easements have been established to provide adequate vision for vehicular operations. In that regard, no fence, wall, shrub, obstruction, or visual impediment over 30 inches in height above the established top of curb grade shall be constructed within the clear vision easements as shown on the face of the plat.

## B. UTILITIES

(1) Water and Sewer Service.

- (a) Subdividers will install at their expense water and sanitary sewer mains within the Subdivision to serve the lots therein. Said mains will be connected to existing mains at appropriate places, sizes, locations, and standards as approved by the Billings Heights Water District as to water service and the Utilities Director as to water and sewer service, and shall be installed in conformance with the design standards, specifications, rules and regulations of Billings Heights Water District, the City of Billings, and the Montana Department of Environmental Quality.
- (b) The Subdivision Improvements Agreement does not constitute an approval of extension of or connection to water mains and sanitary sewers. The property owners shall make application for extension/connection of water and sanitary sewer to the Public Utilities Department. The extension/connection to water and sanitary sewer is subject to the approval of the applications and the conditions of



approval. Applications will need to be submitted for processing prior to the start of any construction and review of project plans and specifications.

- (2) System Development Franchise Fees. The Subdividers acknowledge that the Subdivision was subject to applicable sewer system development fees and franchise fees in effect at the time new water and/or sewer service connections were made. The Subdivision had not previously participated in the construction of trunk sanitary sewers. Therefore, the franchise fees and trunk sanitary sewer construction fees were paid with the submittal of the extension applications.
- (3) Other Facilities. All telephone, gas, electrical power, and cable television lines within the public right-of-way shall be installed prior to street paving. The location of all such facilities within the public right-of-way shall be subject to approval of the City Engineer.
- (4) Extensions to Lot Lines. All utility service lines to be installed within the public right-of-way pursuant to this Agreement shall be extended or "stubbed" to the property lines of adjacent lots prior to street paving.

C. STORM DRAIN SYSTEM

Storm drainage and surface flow shall be provided by a combination of surface drainage, curbs and gutters, inlets, and storm drain lines, a detention area within the park to maintain existing wetlands, then discharge controlled from the park to storm drain in Uinta Park Drive to the trunk main in Lake Elmo Drive. A Stormwater Management Report for the entire Subdivision has been prepared prior to the submittal of plans for the Phase I Improvements. The design and sizing of mains, detention and discharge has been submitted for approval by the City Engineer. All drainage shall be designed and constructed in conformance with the City's *Stormwater Management Manual*. The following is to be installed by the Subdividers.

Surface flows on Watson Peak Drive are collected into inlets near the midpoint of Blocks 6 and 7 and flow in a pipe to Twin Lakes Drive. Surface flows on Twin Lakes are collected into inlets and flow in a pipe



north to Uinta Park Drive where they connect with flows from Watson Peak Road, then flow east in Uinta Park in a pipe to the intersection of Crystal Lake Lane. Flows in Butterfly Lake Lane are collected at its intersection with Crystal Lake Lane and flow north in a pipe collecting Crystal Lake Lane to its intersection with Uinta Park Drive. From Crystal Lake Lane to Mirror Lake Lane flows are collected in a pipe which discharges to the wetland detention area. Flows in Mirror Lake Lane are collected in a pipe which runs north to Uinta Park Drive where controlled discharge from the wetlands is added. Flows from Uinta Park Drive run east in a pipe to connect to the Lake Elmo Trunk Drain.

Drainage improvements shall also include abandonment of laterals of the Holling Drain and relocation of a portion of the main Holling Drain. The existing 12-inch drain which flows north under Rice and Barklay Subdivisions will be intercepted with a new manhole in Broadview Drive. A new 12-inch main will run north under Broadview Drive and through an easement under Lots 16 through 23, Block 2, across Uinta Park Drive and the easterly portion of the park to reconnect to the existing Holling Drain manhole at the northerly property line. The existing laterals running from the west of this main line are private laterals of the Drain and are to be abandoned

Subdividers shall obtain all necessary permits for the abandonment and relocation of the Holling Drain and any associated drain tile piping.

The City of Billings shall not be responsible or liable for any feature of the Holling Drain or groundwater drains associated with the Subdivision.

All improvements for storm drainage shall be installed under each street phase. Phase I shall include all pipe under streets and stubs to and from the park for connection to detention, and detention-discharge facilities to be built in Phase III in the park. Phase II piping and inlets shall be extended under streets in Phase II. Phase III shall include piping under streets in that phase and all detention and wetland mitigation within the park. Phase IV shall include all piping extended under streets in that phase. Phase V shall include piping under streets in that phase.

#### D. SURVEY MONUMENTS

Survey monuments shall be installed as required by the City Subdivision Ordinance and the Montana Subdivision and Platting Act.



#### E. PARKS

The City and the Subdividers agree that the requirement for dedication of a park for the Subdivision is being satisfied by dedication of park area within the Subdivision, which also includes more land than a minimum dedication and encompasses and preserves defined wetlands.

A Park Master Plan for the actual improvements to be made to said park has been submitted, reviewed, and approved by the City Parks and Recreation Department.

Development of and improvements to the park will be accomplished through private contract in conjunction with the Phase III development of Uinta Park Subdivision, as outlined within this Agreement in Section 3.A.1 and 8.C.

Maintenance of the park shall be performed by the City of Billings, but paid for with funds received through a Park Maintenance District. All of the property within Uinta Park Subdivision shall be included within the Park Maintenance District formed to maintain this park.

The Subdividers shall initiate the Park Maintenance District, which shall be formed prior to issuance of the private contract permits for Phase III development.

#### F. UTILITY RIGHT-OF-WAY

The 20-foot wide utility right-of-way on the southerly side of Lot 32, Block 2, is to be utilized for a Billings Heights water line. The maintenance of any surface landscape improvements within said right-of-way, which may include a secondary bikenet trail, shall be the responsibility of the Park Maintenance District. Installation of any surface improvements within said right-of-way shall be subject to review and approval by the Billings Heights Water District and the Public Works Department.

4. Subdividers agree to provide for any necessary adjustment or alteration of existing improvements in order to install the improvements contemplated by this Agreement, without cost to the City.
5. The existing irrigation ditches serving agricultural production on the Subdivision as shown on the Preliminary Plat shall be relocated outside of street right-of-way or abandoned prior to construction of improvements in any phase, without cost to



the City. The existing water rights shall be served from the land with the shares retained by the Subdividers. The shares may be returned to the BBWA upon completion of the development of all phases of construction, but the individual lot owners shall have no rights to irrigation water.

6. Concurrent with the recordation of the Final Plat, the Subdividers shall deed to the BBWA the ground under the current easement, as depicted on the plat.
7. Subdividers agree to notify the City Engineer and Utilities Director of the date and hour of construction is anticipated to begin on the required improvements and to keep the City Engineer and Utilities Director informed of the progress of construction. If the construction is stopped for any reason other than overnight, holidays, and weekends, the Subdividers agree to notify the City Engineer and the Utilities Director of the stoppage. Further, Subdividers agree to notify the City Engineer and the Utilities Director not less than four (4) hours before construction is scheduled to resume.
8. The Subdividers do not desire to commence development of all the lots within the Subdivision, but do desire to file the approved Final Plat for Uinta Park Subdivision and to sell and convey lots in said Subdivision in phases. In accordance with the foregoing, the Subdividers and the City agree as follows:
  - A. The first phase of the Subdivision shall consist of the development of Lots 1 through 16, inclusive, in Block 1; Lots 1 through 27, inclusive, in Block 2; and Lots 1 through 8, inclusive, in Block 4.

The improvements shall include water, sewer, storm drains and all appurtenances, curb, gutter, boulevard sidewalks, and paving for all lots fronting Uinta Park Drive from Lake Elmo Road to the west line of Lot 1, Block 4; Mirror Lake Lane from Uinta Park Drive to the south line of Lot 8, Block 4, and Lot 27, Block 2; and Broadview Drive from Uinta Park Drive, north to the north line of the park. Five-foot wide boulevard walks will be installed with Phase I for all lots fronting public right-of-way. Except that the boulevard walk along the park frontages will not be installed until the park construction is completed in Phase III. Phase I shall also include installation of the storm drain in Lake Elmo Road and improvements to Lake Elmo Road as outlined herein in Section 2.A.(2). Phase I shall also include improvements to Broadview Drive from Reda Lane to Rice Lane as outlined herein in Section 2.A.(3)(a), and the fence in Section 2.A.(3)(b), and the interim secondary/emergency gravel access outlined herein in Section 2.A.(8). Subdividers will also relocate the Holling Drain in Phase I as outlined herein in Section 2.D.



The Phase I Improvements shall be constructed and installed utilizing a Private Contract. Subdividers shall also have monetary security/guarantee in place for Phase I Improvements at the time of Final Plat approval.

- B. The second phase of the Subdivision shall begin after completion and acceptance by the City of Phase I. Phase II shall consist of the development of the following lots in Uinta Park Subdivision: Lots 28 through 32, inclusive, in Block 2; Lots 9 through 13, inclusive, in Block 4; Lots 12 and 13, Block 5; Lots 15 and 16, Block 6; Lots 16 through 23, inclusive, in Block 7; Lots 1 through 12, inclusive, in Block 8; and Lots 1 through 6, and Lots 10 through 19, inclusive, in Block 4, of Howard Heights Subdivision. The improvements shall include water, sewer, storm drains and all appurtenances, curb, gutter, boulevard sidewalks, and paving for the above listed lots fronting Mirror Lake Lane, Butterfly Lake Lane and Calendula Circle, as well as a one-lot-deep "stub" street at the southerly end of Crystal Lake Lane, Twin Lakes Drive and Watson Peak Road. (Each of these three streets is less than 150 feet so no temporary turnarounds are required for phased development.) Phase II shall also include removal of the temporary emergency access and replacement of the locked gate with fence. It shall also include looping of the water main through the utility right-of-way situated south of Lot 32, Block 2. A bridge on Butterfly Lake Lane near its intersection with Calendula Circle crossing the BBWA canal shall be installed in Phase II. All the improvements shall be as outlined in this Agreement.

The Phase II improvements shall be installed and constructed utilizing a Private Contract guaranteed with appropriate monetary securities.

Subsequent phases may be combined or added, in part, to each other, so long as improvements are contiguous but are anticipated to proceed in the following order.

- C. The third phase of the Subdivision shall consist of the development of Lots 14 through 24, inclusive, in Block 4; Lots 8, 9, and 10, Block 3; and Lots 1 through 11, inclusive, in Block 5; and the park. The improvements shall include water, sewer, storm drains and all appurtenances, curb, gutter, boulevard walks and paving for all lots listed above which front Uinta Park Drive in front of Lots 8, 9, and 10, Block 3, and Crystal Lake Lane from Uinta Park Drive to the Phase II stub off Butterfly Lake Lane. In addition, all park improvements for wetlands, stormwater detention, play areas, parking and walks, both interior and perimeter boulevard walk fronting Uinta Park Drive and Broadview Drive north of Uinta Park Drive are included.



The Phase III improvements shall be installed and constructed utilizing a Private Contract guaranteed with appropriate monetary securities.

- D. The fourth phase of the Subdivision shall consist of the development of Lots 14 through 23, inclusive, in Block 5; Lots 2 through 7, inclusive, in Block 3; and Lots 1 through 14, inclusive, in Block 6. The improvements shall include water, sewer, storm drains and all appurtenances, curb, gutter, boulevard walks and paving for all lots listed above which front Uinta Park Drive from the end of Phase III to the intersection with Twin Lakes Drive and Twin Lakes Drive from the end of Phase II on the south end to a line between Lot 1, Block 6, and Lot 2, Block 3.

The Phase IV improvements shall be installed and constructed utilizing a Private Contract guaranteed with appropriate monetary guarantees.

- E. The fifth phase of the Subdivision shall consist of the development of Lot 1, Block 3; Lots 17 through 29, inclusive, in Block 6; and Lots 1 through 15, inclusive, in Block 7. The improvements shall include water, sewer, storm drain and all appurtenances, curb, gutter, boulevard walks and paving for all remaining lots in the Subdivision as listed above, which front Watson Peak Road from the end of Phase II on the south to the north end of the Subdivision.

The Phase V Improvements shall be installed and constructed utilizing a Private Contract guaranteed with appropriate monetary securities.

- F. Subdividers shall have monetary securities in place for Phase I at the time of filing the Final Plat.

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



Lots 28 through 32, inclusive, in Block 2; Lots 9 through 13, inclusive, in Block 4; Lots 12 and 13, in Block 5; Lots 15 and 16, Block 6; and Lots 16 through 23, inclusive, in Block 7, Lots 1 through 12, Block 8, all in Uinta Park Subdivision; and Lots 1 through 6, and Lots 10 through 19, Block 4, in Howard Heights Subdivision, Amended, in the City of Billings, according to the official plats on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

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

Lots 14 through 24, inclusive, in Block 4; Lots 1 through 11, inclusive, in Block 5; and Lots 8, 9, and 10 in Block 3 and park, all in Uinta Park Subdivision in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

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

Lots 14 through 23, inclusive, in Block 5; Lots 2 through 7 inclusive, in Block 3; and Lots 1 through 14, inclusive, in Block 6, all in Uinta Park Subdivision in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

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

Lot 1, Block 3; Lots 17 through 29, inclusive, in Block 6; and Lots 1 through 15, inclusive, in Block 7, all in Uinta Park Subdivision in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

Pursuant to the foregoing agreement, the Subdividers shall execute and record a Declaration of Restrictions on Transfers and Conveyances for said lots, substantially in the form of Exhibit A attached hereto, to be recorded concurrently with the recording of this Agreement. Said Declaration notifies all third parties that said lots may not be legally sold, conveyed or transferred until a release executed by the City of Billings and



substantially in the form of Exhibit B attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate substantially in the form of Exhibit C attached hereto has been executed by the Department of Public Works stating that the above conditions have been met, which certificate must accompany any request for a release. By the acceptance and recording of the Agreement, the City does hereby authorize the Department of Public Works, and the Mayor and City Clerk of the City, to review any request for release and to execute such certificates and releases as may be necessary to evidence a release from the restriction against sale, conveyance, and transfer of lots in the Subdivision.

- G. All engineering and legal work in connection with such districts and/or private contract improvements shall be paid by special improvement districts or by the Subdividers, as the case may be, and such improvements shall be installed as approved by the City Engineer and Utilities Director.
9. 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 Subdividers and property owner or 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 Subdividers and owners specifically agree that they are waiving valuable rights and do so voluntarily. In the event the Subdividers fails or refuses to create a Special Improvement District as required by this Agreement or to commence construction under a private contract, the City shall be entitled to rely on the Waiver and create the district or districts necessary to install said improvements.
10. In the event improvements are constructed through private contract, then the Subdividers will be held responsible for the care and maintenance of all improvements until completion and final acceptance by the City. If the improvements are constructed utilizing a Special Improvement District, then the Special Improvement District shall be responsible for the care and maintenance of all improvements until completion and final acceptance by the City.
11. 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.



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12. Subdividers agree to guarantee all improvements for a period of one (1) year from the date of final acceptance by the City of Billings by a requirement in the Special Improvement District or private contract that the contractor must guarantee improvements for a period of one (1) year after final acceptance by the City.
13. 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.
14. 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.
15. 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.
16. 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.
17. The Subdividers agree to comply with all requirements of the Billings, Montana City Code and all laws and administrative rules of the State of Montana.
18. Subdividers shall comply with all applicable federal, state and local statutes, ordinances and administrative regulations during the performance and discharge of their obligations. Subdividers acknowledge and agree that nothing contained herein shall relieve or exempt them from such compliance.

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



Yellowstone County SIA 5.00

MILLWRIGHT INVESTMENT, CO., a Partnership

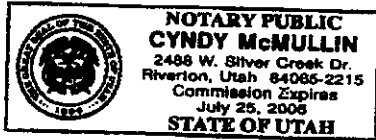
By: *[Signature]*

Its: President

STATE OF Utah )

County of Salt Lake : SS.

On this 15 day of November, 2002, before me, a Notary Public for the State of Utah, personally appeared HAROLD LARSEN, known to me to be the PRESIDENT of MILLWRIGHT INVESTMENT, CO., a Partnership, that executed the within instrument and acknowledged to me that said partnership executed the same.



*Cyndy McMullin*  
Notary Public for the State of Utah  
Printed Name: Cyndy McMullin  
Residing at Riverton, UT  
My Commission Expires 7/25/06

CLYDE H. LARSEN & SONS CONSTRUCTION, INC.

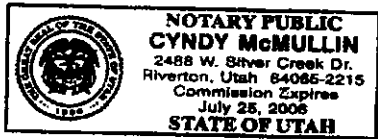
By: *Jana Larsen*

Its: President

STATE OF Utah )

County of Salt Lake : SS.

On this 15 day of November, 2002, before me, a Notary Public for the State of Utah, personally appeared Jana Larsen, known to me to be the pres. of CLYDE H. LARSEN & SONS CONSTRUCTION, INC., the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.



*Cyndy McMullin*  
Notary Public for the State of Utah  
Printed Name: Cyndy McMullin  
Residing at RIVERTON, UT  
My Commission Expires 7/25/06



Yellowstone County SIA 5.00

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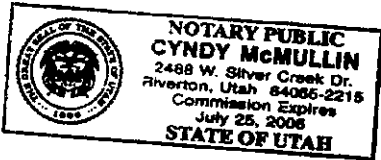
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C. Jay Larson  
C. JAY LARSON

Natalie K. Larson  
NATALIE K. LARSON

STATE OF Utah  
County of Salt Lake : ss.

On this 15 day of November, 2002, before me, a Notary Public for the State of Utah, personally appeared C. JAY LARSON and NATALIE K. LARSON, known to me to be the persons that executed the within instrument and acknowledged to me that they executed the same.

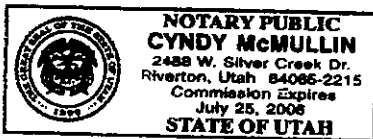


Cyndy McMullin  
Notary Public for the State of Utah  
Printed Name: Cyndy McMullin  
Residing at Riverton, UT  
My Commission Expires 7/25/06

Carol Larson  
CAROL LARSON

STATE OF Utah  
County of Salt Lake : ss.

On this 15 day of November, 2002, before me, a Notary Public for the State of Utah, personally appeared CAROL LARSON, known to me to be the person that executed the within instrument and acknowledged to me that she executed the same.



Cyndy McMullin  
Notary Public for the State of Utah  
Printed Name: Cyndy McMullin  
Residing at Riverton, UT  
My Commission Expires 7/25/06





# WAIVER

**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 street light construction, sidewalks, street light maintenance and energy, driveway approaches, traffic lights and traffic control devices, streets, water lines, sanitary sewer, storm drain (to provide drainage for runoff water within or from outside of the Subdivision), park construction and park maintenance, and other improvements incident to the above which the City of Billings 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:

Uinta Park Subdivision.

MILLWRIGHT INVESTMENT, CO., a Partnership

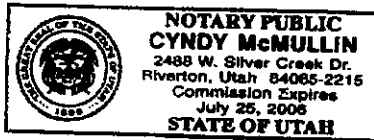
By: [Signature]

Its: President

STATE OF Utah )

County of Salt Lake : ss.

On this 15 day of November, 2002 before me, a Notary Public for the State of Utah, personally appeared Harold C. Larsen, known to me to be the pres. of MILLWRIGHT INVESTMENT, CO., a Partnership, that executed the within instrument and acknowledged to me that said partnership executed the same.



Cyndy McMullin  
Notary Public for the State of Utah  
Printed Name: Cyndy McMullin  
Residing at Riverton, UT  
My Commission Expires 7/25/06

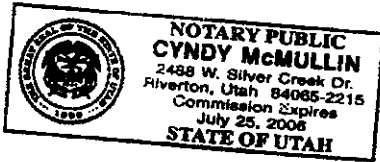




Carol Larson  
CAROL LARSON

STATE OF Utah  
County of Salt Lake : SS.

On this 15 day of November, 2002, before me, a Notary Public for the State of Utah, personally appeared CAROL LARSON, known to me to be the person that executed the within instrument and acknowledged to me that she executed the same.



Cyndy McMullin  
Notary Public for the State of Utah  
Printed Name: Cyndy McMullin  
Residing at Riverton, UT  
My Commission Expires 7/25/06



**EXHIBIT A**

**DECLARATION OF RESTRICTION ON  
TRANSFERS AND CONVEYANCES**

**UINTA PARK SUBDIVISION**

**THIS DECLARATION**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by **MILLWRIGHT INVESTMENT, CO., a Partnership; CLYDE H. LARSEN & SONS CONSTRUCTION, INC.; C. JAY LARSON and NATALIE K. LARSON; and CAROL LARSON**, hereinafter referred to as "Declarants".

**WITNESSETH:**

**WHEREAS**, the Declarants are the owners of all of the lots in Uinta Park Subdivision, situated in the NW¼ SW¼ of Section 21, Township 1 South, Range 26 East, P.M.M, Yellowstone County, Montana, hereinafter referred to as the "Subdivision"; and

**WHEREAS**, in connection with the filing of the plat for the Subdivision, the Declarants executed that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 20\_\_\_, to the City of Billings, which agreement contains restrictions against the sale, conveyance or transfer of certain lots in the Subdivision until such time as a special improvement district or districts or a private contract has been created or executed, as the case may be, 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 the premises, the Declarants for itself, and its successors and assigns, do 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:



*Proposed Phase II:*

Lots 28 through 32, inclusive, in Block 2; Lots 9 through 13, inclusive, in Block 4; Lots 12 and 13, inclusive, in Block 5; Lots 15 and 16, inclusive, in Block 6; and Lots 16 through 23, inclusive in Block 7, Lots 1 through 12, Block 8, all in Uinta Park Subdivision; and Lots 1 through 6, and Lots 10 through 19, Block 4 in Howard Heights Subdivision, Amended, in the City of Billings, according to the official plat on file and in the office of the Clerk and Recorder of Yellowstone County, Montana.

*Proposed Phase III:*

Lots 14 through 24, inclusive, in Block 4; Lots 1 through 11, inclusive, in Block 5; and, Lots 8, 9 and 10 in Block 3, all in Uinta Park Subdivision in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

*Proposed Phase IV:*

Lots 14 through 23, inclusive in Block 5; Lots 2 through 7, inclusive, in Block 3; and Lots 1 through 14, inclusive, in Block 6, all in Uinta Park Subdivision in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

*Proposed Phase V:*

Lot 1 in Block 3; Lots 17 through 29, inclusive, in Block 6; and Lots 1-15, inclusive, in Block 7, all in Uinta Park Subdivision in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer or conveyance of the above-described lots until such time as a special improvement district has been created and the bonds for such district sold, or until 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 Uinta Park Subdivision in distinct phases upon providing for the



installation and construction of the public improvements necessary to serve the particular phase. In that regard, a release of some but not all of the above-described lots may be executed and recorded, from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the lots described in said release shall be deemed canceled and terminated, and of no further force and effect.

3. Upon compliance with the requirements for a special improvement district or a private contract specified above, a release for the lot or lots affected thereby shall be executed and recorded by the City of Billings pursuant to the provisions contained in Paragraph 6 of the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence to all third parties purchasing or acquiring any unit described therein that the restriction against sale, conveyance or transfer of said unit 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 THE CITY OF BILLINGS MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.
5. The terms, conditions and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarants to (a) sell, convey and transfer all of the above-described lots, or those lots remaining subject to the terms of this Declaration, as one unit or group to a third party, parties or entities provided, however, that such sale shall be subject to this Declaration and the lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer nor shall the closing under any such sale and purchase agreements occur until such time as a release covering the affected unit has been executed and recorded.
6. The terms and conditions of this Declaration shall run with the land, and shall be binding upon and shall inure to the benefit of the Declarants, the City of Billings, and their successors and assigns.





CLYDE H. LARSEN & SONS CONSTRUCTION, INC.

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

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of CLYDE H. LARSEN & SONS CONSTRUCTION, INC., the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
C. JAY LARSON

\_\_\_\_\_  
NATALIE K. LARSON

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared C. JAY LARSON and NATALIE K. LARSON, known to me to be the persons that executed the within instrument and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_





# EXHIBIT B

## RELEASE

### UINTA PARK SUBDIVISION

**THIS RELEASE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned, **MILLWRIGHT INVESTMENT, CO., a Partnership; CLYDE H. LARSEN & SONS CONSTRUCTION, INC.; C. JAY LARSON and NATALIE K. LARSON; and CAROL LARSON**, and **THE CITY OF BILLINGS**, a municipal corporation.

**WHEREAS**, the hereinafter described real property is subject to that certain Declaration of Restrictions 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 either a special improvement district or districts have been created and the bonds sold, or 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:

Lot(s) \_\_\_\_\_, Block \_\_\_\_\_, in Uinta Park Subdivision in the City of Billings, 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. \_\_\_\_\_.





CLYDE H. LARSEN & SONS CONSTRUCTION, INC.

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

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of CLYDE H. LARSEN & SONS CONSTRUCTION, INC., the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
C. JAY LARSON

\_\_\_\_\_  
NATALIE K. LARSON

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared C. JAY LARSON and NATALIE K. LARSON, known to me to be the persons that executed the within instrument and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



\_\_\_\_\_  
CAROL LARSON

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared CAROL LARSON, known to me to be the person that executed the within instrument and acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

CITY OF BILLINGS, MONTANA

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

STATE OF MONTANA )  
: ss.  
County of Yellowstone )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, and acknowledged to me that they executed the same on behalf of the City of Billings.

\_\_\_\_\_  
Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at Billings, Montana  
My Commission Expires \_\_\_\_\_



# EXHIBIT C

## CERTIFICATE

### UINTA PARK SUBDIVISION

The undersigned, the duly authorized representative of the Department of Public Works, City of Billings, Montana, does hereby certify that a special improvement district or districts have been created and the bonds sold, or a private contract has been executed and necessary funding guarantees have been provided, as the case may be, to construct and install the public improvements required to serve the following described property in Yellowstone County, Montana:

Lot(s) \_\_\_\_\_, Block \_\_\_\_\_, in Uinta Park Subdivision, in the City of Billings, 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 \_\_\_\_\_, 20\_\_\_\_, by and between MILLWRIGHT INVESTMENT, CO., a Partnership; CLYDE H. LARSEN & SONS CONSTRUCTION, INC.; C. JAY LARSON and NATALIE K. LARSON; and CAROL LARSON, and the CITY OF BILLINGS, and that certain Declaration of Restrictions on Transfers and Conveyances dated \_\_\_\_\_, 20\_\_\_\_, covering Uinta Park Subdivision, and to provide the basis for the execution and recording of a Release from the terms of said Declaration pursuant to the terms of said Agreements.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

DEPARTMENT OF PUBLIC WORKS,  
CITY OF BILLINGS, MONTANA

By \_\_\_\_\_

Title \_\_\_\_\_

ENGINEERING INC  
P.O. Box 81345  
Billings, MT 59108-1345



3234623  
Page: 1 of 11  
06/11/2003 10:30A

## DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES

### UINTA PARK SUBDIVISION

THIS DECLARATION, made this 15<sup>th</sup> day of NOVEMBER, 2002, by MILLWRIGHT INVESTMENT, CO., a Partnership; CLYDE H. LARSEN & SONS CONSTRUCTION, INC.; C. JAY LARSON and NATALIE K. LARSON; and CAROL LARSON, hereinafter referred to as "Declarants".

#### WITNESSETH:

WHEREAS, the Declarants are the owners of all of the lots in Uinta Park Subdivision, situated in the NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 21, Township 1 South, Range 26 East, P.M.M, Yellowstone County, Montana, hereinafter referred to as the "Subdivision"; and

WHEREAS, in connection with the filing of the plat for the Subdivision, the Declarants executed that certain Subdivision Improvement Agreement dated NOVEMBER 15, 2002 to the City of Billings, which agreement contains restrictions against the sale, conveyance or transfer of certain lots in the Subdivision until such time as a special improvement district or districts or a private contract has been created or executed, as the case may be, 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 the premises, the Declarants for itself, and its successors and assigns, do 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:



*Proposed Phase II:*

Lots 28 through 32, inclusive, in Block 2; Lots 9 through 13, inclusive, in Block 4; Lots 12 and 13, inclusive, in Block 5; Lots 15 and 16, inclusive, in Block 6; and Lots 16 through 23, inclusive in Block 7, Lots 1 through 12, Block 8, all in Uinta Park Subdivision; and Lots 1 through 6, and Lots 10 through 19, Block 4 in Howard Heights Subdivision, Amended, in the City of Billings, according to the official plat on file and in the office of the Clerk and Recorder of Yellowstone County, Montana.

*Proposed Phase III:*

Lots 14 through 24, inclusive, in Block 4; Lots 1 through 11, inclusive, in Block 5; and, Lots 8, 9 and 10 in Block 3, all in Uinta Park Subdivision in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

*Proposed Phase IV:*

Lots 14 through 23, inclusive in Block 5; Lots 2 through 7, inclusive, in Block 3; and Lots 1 through 14, inclusive, in Block 6, all in Uinta Park Subdivision in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

*Proposed Phase V:*

Lot 1 in Block 3; Lots 17 through 29, inclusive, in Block 6; and Lots 1-15, inclusive, in Block 7, all in Uinta Park Subdivision in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer or conveyance of the above-described lots until such time as a special improvement district has been created and the bonds for such district sold, or until 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 Uinta Park Subdivision in distinct phases upon providing for the



installation and construction of the public improvements necessary to serve the particular phase. In that regard, a release of some but not all of the above-described lots may be executed and recorded, from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the lots described in said release shall be deemed canceled and terminated, and of no further force and effect.

3. Upon compliance with the requirements for a special improvement district or a private contract specified above, a release for the lot or lots affected thereby shall be executed and recorded by the City of Billings pursuant to the provisions contained in Paragraph 6 of the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence to all third parties purchasing or acquiring any unit described therein that the restriction against sale, conveyance or transfer of said unit 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 THE CITY OF BILLINGS MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.
5. The terms, conditions and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarants to (a) sell, convey and transfer all of the above-described lots, or those lots remaining subject to the terms of this Declaration, as one unit or group to a third party, parties or entities provided, however, that such sale shall be subject to this Declaration and the lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer nor shall the closing under any such sale and purchase agreements occur until such time as a release covering the affected unit has been executed and recorded.
6. The terms and conditions of this Declaration shall run with the land, and shall be binding upon and shall inure to the benefit of the Declarants, the City of Billings, and their successors and assigns.



IN WITNESS WHEREOF, the Declarants have executed this Declaration the day and year first above written.

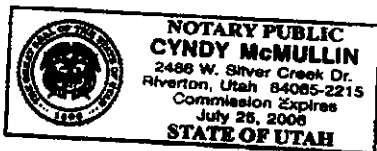
MILLWRIGHT INVESTMENT, CO., a Partnership

By: [Signature]

Its: President

STATE OF Utah )  
County of Salt Lake : ss.

On this 15 day of November, 2002 before me, a Notary Public for the State of Utah, personally appeared Harold C. Harsen known to me to be the PRES. of MILLWRIGHT INVESTMENT, CO., a Partnership, that executed the within instrument and acknowledged to me that said partnership executed the same.



Cyndy McMullin  
Notary Public for the State of Utah  
Printed Name: Cyndy McMullin  
Residing at Riverton UT  
My Commission Expires 7/25/06

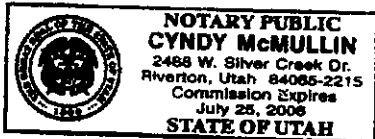


CLYDE H. LARSEN & SONS CONSTRUCTION, INC.

By: Jana L. Larsen  
Its: President

STATE OF Utah  
County of Salt Lake : ss.

On this 15 day of November, 2003, before me, a Notary Public for the State of Utah, personally appeared Jana L. Larsen, known to me to be the PRES. of CLYDE H. LARSEN & SONS CONSTRUCTION, INC., the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.



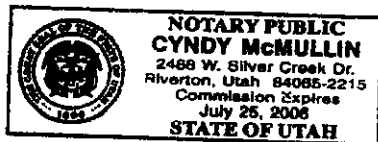
Cyndy McMullin  
Notary Public for the State of Utah  
Printed Name: Cyndy McMullin  
Residing at Riverton, UT  
My Commission Expires 7/25/06

C. Jay Larson  
C. JAY LARSON

Natalie K. Larson  
NATALIE K. LARSON

STATE OF Utah  
County of Salt Lake : ss.

On this 15 day of November, 2003, before me, a Notary Public for the State of Utah, personally appeared C. JAY LARSON and NATALIE K. LARSON, known to me to be the persons that executed the within instrument and acknowledged to me that they executed the same.



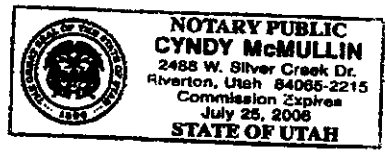
Cyndy McMullin  
Notary Public for the State of Utah  
Printed Name: Cyndy McMullin  
Residing at Riverton, UT  
My Commission Expires 7/25/06



Carol Larson  
CAROL LARSON

STATE OF Utah  
County of Salt Lake : ss.

On this 15 day of November, 2002 before me, a Notary Public for the State of Utah, personally appeared CAROL LARSON, known to me to be the person that executed the within instrument and acknowledged to me that she executed the same.



Cyndy McMullin  
Notary Public for the State of Utah  
Printed Name: Cyndy McMullin  
Residing at Riverton, UT  
My Commission Expires 7/25/06



**EXHIBIT B**

**RELEASE**

**UINTA PARK SUBDIVISION**

**THIS RELEASE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned, **MILLWRIGHT INVESTMENT, CO., a Partnership; CLYDE H. LARSEN & SONS CONSTRUCTION, INC.; C. JAY LARSON and NATALIE K. LARSON; and CAROL LARSON**, and **THE CITY OF BILLINGS**, a municipal corporation.

**WHEREAS**, the hereinafter described real property is subject to that certain Declaration of Restrictions 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 either a special improvement district or districts have been created and the bonds sold, or 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:

Lot(s) \_\_\_\_\_, Block \_\_\_\_\_, in Uinta Park Subdivision in the City of Billings, 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. \_\_\_\_\_.





CLYDE H. LARSEN & SONS CONSTRUCTION, INC.

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

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of CLYDE H. LARSEN & SONS CONSTRUCTION, INC., the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
C. JAY LARSON

\_\_\_\_\_  
NATALIE K. LARSON

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

On this \_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared C. JAY LARSON and NATALIE K. LARSON, known to me to be the persons that executed the within instrument and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



CAROL LARSON

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared CAROL LARSON, known to me to be the person that executed the within instrument and acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

CITY OF BILLINGS, MONTANA

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

STATE OF MONTANA )  
: ss.  
County of Yellowstone )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, and acknowledged to me that they executed the same on behalf of the City of Billings.

\_\_\_\_\_  
Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at Billings, Montana  
My Commission Expires \_\_\_\_\_



# EXHIBIT C

## CERTIFICATE

### UINTA PARK SUBDIVISION

The undersigned, the duly authorized representative of the Department of Public Works, City of Billings, Montana, does hereby certify that a special improvement district or districts have been created and the bonds sold, or a private contract has been executed and necessary funding guarantees have been provided, as the case may be, to construct and install the public improvements required to serve the following described property in Yellowstone County, Montana:

Lot(s) \_\_\_\_\_, Block \_\_\_\_\_, in Uinta Park Subdivision, in the City of Billings, 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 \_\_\_\_\_, 20\_\_\_\_, by and between MILLWRIGHT INVESTMENT, CO., a Partnership; CLYDE H. LARSEN & SONS CONSTRUCTION, INC.; C. JAY LARSON and NATALIE K. LARSON; and CAROL LARSON, and the CITY OF BILLINGS, and that certain Declaration of Restrictions on Transfers and Conveyances dated \_\_\_\_\_, 20\_\_\_\_, covering Uinta Park Subdivision, and to provide the basis for the execution and recording of a Release from the terms of said Declaration pursuant to the terms of said Agreements.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DEPARTMENT OF PUBLIC WORKS,  
CITY OF BILLINGS, MONTANA

By \_\_\_\_\_

Title \_\_\_\_\_



~~XXXXXX~~  
Engineering, Inc.  
1300 North Transtech Way  
Billings, MT 59102

**AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT  
PHASE IV AND V OF  
UINTA PARK SUBDIVISION**

**THIS AGREEMENT** is made and entered into this 10<sup>th</sup> day of March, 2008, by and between **CLYDE H. LARSEN & SONS CONSTRUCTION, INC**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

**WITNESSETH:**

**WHEREAS**, the real property affected by the plat is covered by and subject to the terms and conditions of the Subdivision Improvements Agreement of Uinta Park Subdivision, dated the 15th day of November, 2002, under Document No. 3234622, records of Yellowstone County, Montana; and

**WHEREAS**, the real property affected by the plat is covered by and subject to the terms and conditions of a waiver for Uinta Park Subdivision and was filed the 11th day of June, 2003, under Document No. 3234622, records of Yellowstone County, Montana; and

**WHEREAS**, the City has adopted new subdivision regulations since the time of execution of the Subdivision Improvements Agreement dated November 15, 2002, that materially affect the improvement standards required, and the Subdivider and the City desire to require remaining improvements be in accordance with the current adopted subdivision regulations (2006).



3461316

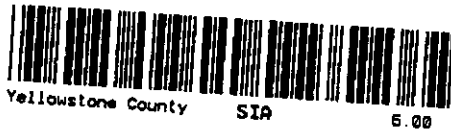
Page: 2 of 4  
04/11/2008 12:16P

**WHEREAS**, The provisions of this agreement shall be effective and applicable to Phase IV, being Lots 14 through 23, inclusive, in Block 5; Lots 2 through 7, inclusive, in Block 3; and Lots 1 through 14, inclusive, in Block 6; and Phase V, being Lot 1, inclusive, in Block 3; Lots 17 through 29, inclusive, in Block 6; and Lots 1 through 15, inclusive, in Block 7 of Uinta Park Subdivision upon filing of this amended agreement thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

**THEREFORE, THE PARTIES TO THIS AGREEMENT**, for and in consideration of the mutual promises contained above, and for other good and valuable consideration, do hereby agree to amend the agreement as follows:

Section 3. A. **STREETS** shall be revised as follows:

- (1) Twin Lakes Drive and Watson Peak Road within the subdivision shall be built as 34 feet wide from back of curb to back of curb and to grade with a satisfactory sub-base, base course, curb and gutter, and asphalt surface. The design cross-section of said streets shall be submitted to and approved by the city engineer.
- (3) Interior Sidewalks. Sidewalks within Phase IV and V shall be installed as a 5-foot wide boulevard walk; lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.



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

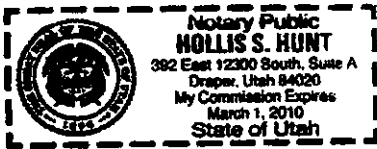
CLYDE H. LARSEN AND SONS  
CONSTRUCTION, INC.

By: *[Signature]*

Its: Vice President

STATE OF UTAH  
: ss.  
County of SALT LAKE

On this 13 day of FEBRUARY, 2008 before me, a Notary Public in and for the State of UTAH, personally appeared HAROLD C. LARSEN known to me to be the VICE PRESIDENT of CLYDE H. LARSEN & SONS CONSTRUCTION, INC., the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.



*[Signature]*  
Notary Public in and for the State of \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



RES

3825804

09/01/2017 11:05 AM Pages: 1 of 4 Fees: 26.00  
Jeff Martin Clerk & Recorder, Yellowstone MT



Return to:  
City Clerk  
City of Billings  
PO Box 1178  
Billings, MT 59103

**RELEASE  
UINTA PARK SUBDIVISION, PHASE V**

THIS RELEASE, made this 20<sup>th</sup> day of JULY, 2017 by the undersigned, **CLYDE H. LARSEN & SONS CONSTRUCTION, INC.**, and **THE CITY OF BILLINGS**, 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 15th day of November 2002, and recorded the 11th day of June 2003, under Document No. 3234623, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, said real property is also subject to the terms of that certain Amended Subdivision Improvements Agreement by and between the undersigned dated the 10th day of March 2008, and recorded the 11th day of April 2008, under Document No. 3461316, 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 these premises, the undersigned do hereby declare and agree that all restrictions and conditions contained in said Declaration are hereby released and discharged, and shall be of no further force and effect, as the same relate to the following real property situated in Yellowstone County, Montana:

Lot 1, Block 3; Lots 17 through 29, inclusive, in Block 6; and Lots 1 through 15, inclusive, in Block 7; in Uinta Park 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. 3234621.

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

RES

3825804

09/01/2017 11:05 AM Pages: 2 of 4 Fees: 28.00  
Jeff Martin Clerk & Recorder, Yellowstone MT



CLYDE H. LARSEN & SONS  
CONSTRUCTION, INC.

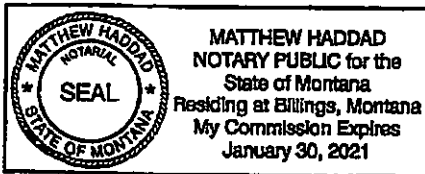
By: [Signature]

It's: Vice President

STATE OF Montana )

County of Yellowstone ) : ss

On this 20<sup>th</sup> day of July, 2017, before me, a Notary Public in and for the State of MT, personally appeared Harold Clyde Larsen, known to me to be the Vice President of CLYDE H. LARSEN & SONS CONSTRUCTION, INC., and acknowledged to me that they executed the same on behalf of said limited liability company, having first been authorized so to do.



[Signature]

Notary Public in and for the State of  
Printed name: Matthew Haddad  
Residing at: Billings  
My commission expires: 1/30/21

RES

3825804

09/01/2017 11:05 AM Pages: 3 of 4 Fees: 28.00  
Jeff Martin Clerk & Recorder, Yellowstone MT



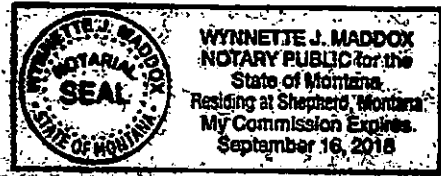
CITY OF BILLINGS, MONTANA

By Thomas W. Hanel  
Mayor

Attest: Denise R. Bohlman  
City Clerk

STATE OF MONTANA     )  
  : ss  
County of Yellowstone    )

On this 21<sup>st</sup> day of August, 2017, before me, a Notary Public in and for the State of Montana, personally appeared Thomas W. Hanel, and Denise R. Bohlman, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, and acknowledged to me that they executed the same on behalf of the City of Billings.



Wynnette J. Maddox  
Notary Public in and for the State of Montana  
Printed name: Wynnette J. Maddox  
Residing at: Shepherd MT  
My commission expires: 9-18-2018

RES

3825804

09/01/2017 11:05 AM Pages: 4 of 4 Fees: 28.00  
Jeff Martin Clerk & Recorder, Yellowstone MT



Return to:  
City Clerk  
City of Billings  
PO Box 1178  
Billings, MT 59103

## CERTIFICATE

### UINTA PARK SUBDIVISION, PHASE V

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

Lot 1, Block 3; Lots 17 through 29, inclusive, in Block 6; and Lots 1 through 15, inclusive, in Block 7 in Uinta Park 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. 3234621.

This certificate is being executed to show compliance with the terms of that certain Amended Subdivision Improvements Agreement dated the 10th day of March, 2008, by and between Clyde H. Larsen & Sons Construction, Inc. and the City of Billings, and that certain Declaration of Restriction on Transfers and Conveyances dated the 15th day of November 2002, covering Uinta Park Subdivision and to provide the basis for the execution and recording of a Release from the terms of said Declaration pursuant to the terms of said Agreements.

DATED this 7<sup>th</sup> day of August, 2017

DEPARTMENT OF PUBLIC WORKS  
CITY OF BILLINGS, MONTANA

By: Vern Hin

Title: Deputy Director

Return to:

Engineering, Inc.  
P.O. Box 81345  
Billings, MT 59108



**3247125**  
Page: 1 of 5  
08/15/2003 02:27P

### Declaration of Restrictions

By declaration dated August 5, 2003, filed August 5, 2003, as document #3247125, and recorded in Book     , page     , in the office of the County Clerk of Yellowstone County, Montana, Clyde H. Larsen Construction, Inc. established restrictions and covenants applicable to:

All lots in Uinta Park Subdivision, city of Billings, Yellowstone County, Montana, according to the plat on record at the office of the County Clerk and Recorder of Yellowstone County, Montana.

The undersigned, who are the owners of more than 75% of the lots in said subdivision to which such covenants and restrictions are applicable, therefore adopt and establish the following covenants and restrictions:

#### LOTS AFFECTED AND PERSONS BOUND

1. The above and described lots constituting all the lots in Uinta Park Subdivision, according to the aforesaid plats thereof filed in the office of the County Clerk of Yellowstone County, Montana, shall be subject to these covenants and restrictions and said covenants and restrictions shall be for the benefit of the present owners of said lots, their heirs, executors, administrators, successors and assigns. All present and subsequent owners shall be held to agree and covenant each with the other and with their heirs, executors, administrators, successors and assigns, to conform to and observe the herein set forth covenants, restrictions and stipulations affecting the use of said lots and the construction of dwellings and improvements thereon.

#### COVENANTS AND MINIMUM RESTRICTIONS ON BUILDING

- (A) Each lot, as above described, in said subdivision, shall be known as a residential lot and 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, and a private attached garage for not more than three cars; provided, however, that a room may be built over an attached garage, but in any case, the roof pitch of the main part of the house and garage shall not be less than 6 inches rise to the foot nor exceed 12 inches rise to the foot; furthermore, any 10 lots which are contiguous, excepting for where public walkways separate them, may be used for church purposes as long as the ownership of the 10 lots remain in one name. Each church shall provide off street parking facilities for a number of vehicles equal to at least 1/3 of the number of families who are members of said church. Furthermore, no basement or portion



- thereof shall be converted or made into an apartment to be used for rental purposes.
- (B) No lot shall be subdivided for the purpose of constructing more than one dwelling on any lot as platted, and each dwelling shall be located on a building site having at least an area equal to the area of the lot, as platted, on which the dwelling is located.
  - (C) No trailer, basement, tent, shack, garage or other outbuilding erected on said lots shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Additionally, the exterior of any building shall be finished in its entirety before it can be occupied.
  - (D) Any building or residence erected on said lots shall be of new construction and no building or buildings shall be moved onto said premises.
  - (E) Any dwelling shall be so constructed so that the area (exclusive of garage, porches, patios, basement and terraces) enclosed within the perimeter of the exterior walls is not less than 1200 square feet in the case of a one story dwelling, not less than 1150 square feet in the case of a one and one-half story house, and not less than 1000 square feet in the case of a two story house. In any event an attached garage large enough to hold not more than three automobiles must be added to the house at the time of construction of the house.
  - (F) No swine, poultry, goats, horses, cows or other livestock or animals shall be kept on said premises; provided, however, domestic pets may be kept by the owners, which domestic pets shall be defined as meaning not more than one cat and not more than one dog per residence which shall be confined to the premises held by its owner, excepting when it is on a leash.
  - (G) No construction equipment or materials of any nature may be moved onto a lot until within 30 days of the start of construction, and any building started shall have its exterior completed within one year from the time of starting.
  - (H) All buildings that are sided, shall be sided with conventional siding, and no drop siding, asbestos siding, or siding of an asphalt composition may be used.
  - (I) All masonry block buildings shall be stuccoed if they are laid by anyone other than a draftsman belonging to a masonry union chartered by the State of Montana. All new houses will have a minimum of 100 sq feet of masonry product on the front of the house.
  - (J) Each residence shall be equipped with a waste disposal which is attached to the sewer and into which shall be deposited all raw garbage. All garbage cans shall be kept in garages or in enclosure such that they will be concealed from the view of the streets and lots that are adjacent to the lot on which they are located. No



- burning barrels shall be allowed on the premises. No garbage can enclosure shall be located to the front of a building.
- (K) Any sidewalks, curbs, and gutters constructed on the street side of the lot shall comply with requirements and grades of the office of Yellowstone County Surveyor or the office of the Billings City Engineer, as the case may be. All sidewalks constructed on a public right of way adjacent to one of the above mentioned lots shall be constructed adjacent to the backside of the curb and shall be the width specified by the city or county, as the case may be.
- (L) No trailer house or boat of a length greater than 26 feet shall be allowed to be stored on any of the lots; and, any trailer or boat of a length of 26 feet or less stored on the premises shall be stored to the rear of the house.
- (M) All houses and residences, including attached garages, shall be set back from the property lines of the lots as follows:
- Streetside: All houses shall be set back at least 20 feet from all streets.
- Side: All structures shall be located at least five feet from the side line of the lot.
- Rear: All structures shall be located at least 10 feet from the rear line of the lot; however, no structure may be located within 20 feet of the property line at the rear of lot when the lot is adjacent to a public park.
- Buildings other than houses and residences: All other building shall be constructed to the rear of the house and shall be at least five feet from the property lines, excepting that no other building of any type may be located within 20 feet of the property line at the rear of a lot that is adjacent to a public park; neither shall they be located within 15 feet of the property line at the side of the lot when the side property line is adjacent to a public park.
- (N) All fencing must be of maintenance free material such as brick, vinyl, or chain link. No wood fencing will be permitted. Fencing height and location must adhere to city codes. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property, from the intersection of the street line



- extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- (O) No noxious or offending activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood; furthermore, no trash, obsolete materials, non-operating or non-licensed vehicles, or portions thereof shall be allowed to accumulate on any of the above-described lots to the extent that such shall constitute a menace or nuisance to adjacent property, or to the extent that the same becomes unsightly. No material or refuse shall be placed or stored on any lot within 20 feet of the property line of any public park.
  - (P) All concrete structures and steps that protrude over three feet above the finished grade shall be placed on a footing and shall have a brick or block exterior finish.
  - (Q) No satellite dish shall be placed in front of a residence, and no satellite dish exceeding an 18 inch diameter shall be placed anywhere on any of the lots.
  - (R) Within one year after each residence is occupied there shall be planted, maintained, and in case of death or destruction, replaced by the owner, at least two trees in the front yard and two trees in the back or side yards. In order to fulfill this requirement, each tree must be at least six feet in height at the time of planting, with the exception of evergreens, which must be at least three feet in height at the time of planting.
  - (S) These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants and restrictions in whole or part.
  - (T) Invalidation of any one or more of these covenants by judgment of court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

### **Right to Enforce**

The covenants and restrictions herein set forth shall run with the land and bind the present owners, their heirs, devisees, trustees, and assigns, and any and all other parties claiming by, through, or under them, shall be taken to hold, agree and covenant with the owners of said lots, to conform to and observe said covenants and restrictions as to the use of said lots and the construction of improvements thereon. No covenants or restrictions herein set forth shall be



personally binding upon an any corporation, person or persons, except in respect to breaches committed during its, his, or their seizing of, or title to said lands; and the owner or owners of any of the above lands shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of, or to enforce the observation of the covenants and restrictions above set forth, in addition to ordinary legal action for damages. The failure of the present owners, or the owner or owners of any lot in this subdivision to enforce the covenants and restrictions herein set forth at the time of any violation thereof shall be in no event deemed as a waiver of the right to do so. The above covenants and restrictions, with the exception of paragraphs (A) and (E), may be altered or amended at any time upon the placing of record at the office of the County Clerk and Recorder of Yellowstone County, Montana, of an instrument showing the written consent thereto by the owners of at least 75% of the above described lots. Paragraphs (A) and (E) above may be amended only in the manner prescribed above and after a date 10 years subsequent to the time that these covenants and restrictions are placed of record at the office of the Yellowstone County Clerk and Recorder.

Clyde H. Larsen Construction, Inc., a Utah corporation, is the owner of more than 75% of the above described lots.

Dated this 5<sup>TH</sup> day of August, 2003.

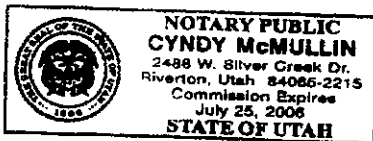
Clyde H. Larsen Construction, Inc., a Utah corporation

By: *Harold C. Larsen*  
Harold C. Larsen

On this 5<sup>TH</sup> day of August, 2003, before me the undersigned Notary Public for the State of Utah, personally appeared

known to me to be authorized officers of Clyde H. Larsen Construction, Inc, the Utah corporation, that executed the foregoing instrument and acknowledged to me that said corporation executed the same.

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



*Cyndy McMullin*  
Notary Public of the State of Utah  
Residing at Riverton  
My Commission expires: 7/25/06

Returned:  
Engineering, Inc.  
1260 South 32nd Street W.  
Billings, MT 59102



3293399  
Page: 1 of 2  
06/22/2004 03:36P

FIRST AMENDMENT  
DECLARATION OF RESTRICTIONS  
FOR UINTA PARK SUBDIVISION

WHEREAS, on August 14, 2003, the Declaration of Restrictions for Uinta Park Subdivision were recorded as Document No. 3247125 in the office of Yellowstone County Clerk and Recorder; and

WHEREAS, the Section titled, "Right to Enforce" of the Declaration of Restrictions for Uinta Park Subdivision provides for amendment of the covenants by not less three-fourths (3/4) [or 75.00%] of the total number of Lots; and

WHEREAS, Clyde H. Larsen Construction, Inc., as owners of more than 75% of the lots within Uinta Park Subdivision; and

WHEREAS, as owner of more than 75% of the lots hereby amends the Declaration of Restrictions for Uinta Park Subdivision recorded as Document No. 3247125 and revises Paragraph (I), to amend the amount of masonry product on the front of each new home, as set for below.

NOW THEREFORE BE IT RESOLVED that the Declaration of Restrictions for Uinta Park Subdivision were recorded as Document No. 3247125 is amended as follows:

Paragraph (I) shall be revised as follows:

(I) All Masonry block buildings shall be stuccoed if they are laid by anyone other than a draftsman belonging to a masonry union chartered by the State of Montana. All new houses will have a minimum of 100 sq feet of masonry product on the front of the house. The minimum requirement of masonry product on the front of a house may be reduced to 50 square feet only if additional decorative items are applied to the front of the house. (i.e. shutters and/or window boxes and/or decorative eaves, etc...)

Dated this 21 day of June, 2004.

Clyde H. Larsen Construction, Inc., a Utah Corporation

By: 

Harold C. Larsen

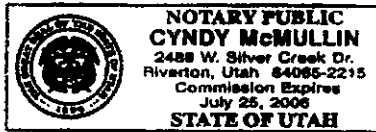


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Page: 2 of 2  
06/22/2004 03:36P

On this 21 day of June, 2004, before me the undersigned Notary Public for the State of Utah, personally appeared Harold C. Larsen, known to me to be an authorized officer of Clyde H. Larsen Construction, Inc., the Utah corporation that executed the foregoing instrument and acknowledged to me that said corporation executed the same.

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



Cyndy McMullin  
Notary Public of the State of Utah  
Residing at Riverton  
My commission expires: 7-25-06

~~After recording:~~  
~~RETURN TO~~  
~~City Clerk~~  
~~City of Billings~~  
~~P.O. Box 1478~~  
~~Billings, MT 59103~~

BBWA  
PO Box 50150



3281600  
Page: 1 of 5  
04/01/2004 04:03P

## ENCROACHMENT PERMIT

The **BILLINGS BENCH WATER ASSOCIATION (BBWA)** hereby quit claims to City of Billings hereafter referred to as (Permittee or Grantee), revocable permission to Construct a bridge over the BBWA Canal suitable for traffic and pedestrians.

**In the (Legal description of area of encroachment)**

In Uinta Park Subdivision situated in NW 1/4 and SW 1/4 Section 22 T.1N., R.26E. as shown on the final plat of Uinta Park Subdivision on file  
Subject to the following terms and conditions. in the office of The Association.

WHEREAS persons may not encroach upon or otherwise use or impair BBWA'S CANAL, or its primary or secondary easement, without obtaining approval and an easement therefore:

1. **PLANS AND SPECIFICATIONS OF ANY "ENCROACHMENT" OR "DISTURBANCE" OR "PLACEMENT OF FACILITY":**

An "encroachment" or "disturbance" or "placement of facility" means the construction or the placement, and any work associated therewith, of any facility, including utility lines, pipes, pipelines, culverts, bridges, trees, buildings, etc. over, across, on, under, through or near the BBWA'S canal, laterals, embankment, or right-of-way thereof.

2. Any "encroachment", "disturbance" or "placement of facility" by PERMITTEE', over, across, under, on or near BBWA'S canal, laterals, and embankment thereof, MUST BE DONE BETWEEN NOVEMBER 1, AND APRIL 1, of each year, unless a specific written exception is granted by BBWA. "PERMITTEE", shall contact BBWA, at least twenty-four (24) hours in advance of any actual "encroachment" "disturbance", or "placement of facility."

3. Any "disturbance", or "encroachment", or "placement of facility", must be properly reclaimed. Any cuts or disturbance of BBWA'S main canal and embankment shall be reclaimed by shotcrete or pouring a concrete slab three inches thick in the disturbed area, plus ten feet up-stream and ten feet downstream from the disturbed area and a foot above the high water line. One-foot upstream and downstream edges should be angled into the ground 8" deep to prevent under cutting of the slab.



3281500

Page: 2 of 5  
04/01/2004 04:03P

On bridges and pedestrian bridges, BBWA requires that a concrete slab/shotcrete be poured under the bridges a distance of the length and width of the bridge, plus ten feet up-stream and ten feet down-stream from the structure to one foot above the high water line.

On lateral crossings, BBWA requires using riprap and necessary measures to insure that the soil integrity of the canal will not give away or leak. All cuts in the laterals shall be lined with high swelling sodium type bentonite such as is produced by Wyo-Ben Inc. or other impervious material as agreed to by BBWA.

Requirements for boring under the canal: A cement pad must be placed for 10 feet on the bottom of the canal directly above the installation and it must be at least 3" thick.

Final details of reclamation shall include:

Soil compaction per attached exhibits, surface restoration per attached exhibits, and grass areas will be sodded. Final reclamation shall be approved by BBWA prior to and after PERMITTEE'S "encroachment" "disturbance", placement of facility.

4. The installation of any culvert, bridge, fence, or any other "facility" will be such as to allow BBWA access to cleaning and allow safe and efficient operation, and maintenance of its canals and laterals.
5. BBWA shall be entitled to use the road easement in the operation and maintenance of its canal. The "Permittee" shall have right of access and enjoyment of its easement under this agreement so long as such use and enjoyment by "Permittee" does not interfere with the normal operation and maintenance of BBWA'S canals and only so long as the encroachment otherwise complied with the bylaws of BBWA as they may exist from time to time.
6. The "Permittee", will take necessary actions to insure that the easement does not create a nuisance or hazard to the public, or that the easement will not interfere with other utility easements.
7. The "Permittee" shall take necessary precautions to warn or prevent the public from using BBWA'S easement, in a manner which might result in harm or damage to BBWA'S canal, the "Permittee", or the public including the construction of a safety curb along the canal, and posting "No Trespassing" signs along the canal.



8. The "Permittee" shall be responsible for the cleaning, and maintaining, of any facility it constructs or places in BBWA'S canal or laterals. "Permittee" shall be responsible for any damage associated with and "encroachment", disturbance", or "placement of facility", by PERMITTEE". BBWA may, but has not duty to, repair, replace, or clean any structure of permittee and assess against the permittee the cost thereof.

9. The "PERMITTEE", and/or its contractors, shall provide BBWA with proof of insurance, prior to any "encroachment", "disturbance", or "placement of facility".

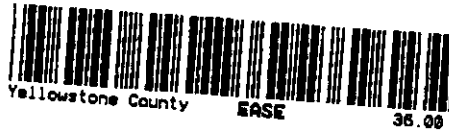
10. The "PERMITTEE" shall pay to BBWA, One thousand thirty dollars (\$1,030.00) (receipt of which is hereby acknowledged,) for this permit and easement, which fee is generally based upon "BBWA'S estimated costs and expenses associated with the implementation, and administration of this permit.

Said fee is One Hundred Dollars (\$100.00), plus recording fees, on BBWA'S Laterals, and One Thousand Dollars (\$1,000.00), plus recording fees, for any "encroachment", "disturbance", or "placement of facility"

On BBWA'S main canal, which fees are payable in advance of construction or placement to BBWA.

BBWA'S general costs and expenses associated with this permit include a review of "Permittee's" plans, site inspection, development and operation of this permit system, record keeping, on site inspection prior to, during and after construction, and possible inconvenience and expense related to said "encroachment", "disturbance", or "facility", during future years of operation, maintenance, and cleaning BBWA'S canals and laterals, If BBWA has to clean, repair, or maintain, any "encroachment", "disturbance", or "facility", of PERMITTEE, BBWA shall do so, and send the "Permittee" a bill for such services.

11. "PERMITTE" is liable for any consequential damages related to or caused by "Permittee's" "encroachment", "disturbance", or "facility". "PERMITTEE" agrees to indemnify and hold harmless the BBWA from any damages arising out of "PERMITTEE'S" "encroachment", "disturbance" or "facility". In accepting this PERMIT, the permittee, its/his successors or assigns, agree to protect BBWA and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of



Materials used or manner of installations, maintenance and operation or by the improper occupancy of said encroachment, and in case any suit and/or action is brought against BBWA and arising out of, or by reason of, any of the above causes, the "PERMITTEE" its/his successor assigns, will upon notice to it/him of the commencement of such action defend the same at its/his sole cost and expense and satisfy any judgement which may be rendered against BBWA in any such suit or action.

12. In the event BBWA shall at any time in the future change the location or elevation of its canal or lateral at the point above referred to, necessitating any change in the location of the bridge, the cost of the change of location of such bridge to meet the needs of the BBWA, shall be borne by the "Permittee".
13. In the event the BBWA in the enjoyment and operation of the irrigation system, damages the bridge of the "Permittee", that the "Permittee" will not claim any damage from the BBWA except in such instances as the damage is caused by the willful or gross negligence of the BBWA, its representatives, contractors, agents or servants.
14. If BBWA owns less than the entire and undivided fee simple title in said lands, then this easement applies only to the interest they have.
15. This Permit shall also be binding on any other successor or assignee of the "Permittee". THIS PERMIT SHALL RUN WITH THE LAND. Any successor in interest of "Permittee" shall immediately be bound by the terms of this agreement by any use of its benefits of the encroachment permit.
16. If "Permittee" is a contractor, agent, or other representative for another principal, city or county government, or any other person or entity, this permit shall be binding on such principal, government, and such other person or entity. This permit shall also be binding on any other successor or assignee of the "Permittee", and such entity waives all defenses of sovereign immunity, statutory, or constitutional rights of home rule.
17. In the event of a dispute over the terms and conditions of the Agreement, the BBWA shall be entitled to its reasonable attorney's fees and costs from the "Permittee", whether or not the same are incurred in connection with any lawsuit.



- 18. The Permittee warrants that it is authorized to enter into this agreement for and on behalf of all persons claiming an interest in this permit.
- 19. Each and every person using such permit shall by their use covenant and agree to be bound by the terms hereof to the same extent as the Permittee.
- 20. The Permit may not be assigned without written consent of BBWA.

**21. Other terms, conditions and exceptions include:**

Shotcrete lining of the channel 50 feet upstream and downstream of the structure and reseeding of any disturbed ditch bank soils.

Dated this 9<sup>th</sup> day of February, 2004.

**BILLINGS BENCH WATER ASSOCIATION**

By Robert Michael  
It's Pres.



STATE OF MONTANA

COUNTY OF YELLOWSTONE

On this 16th day of February, 2004, before me, the undersigned, Notary Public for the State of Montana, personally appeared Robert Michael, known to me to be the President of the Billings Bench Water Association, whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Gloria Lueck  
Notary Public for State of Montana  
(Printed name) Gloria Lueck  
Residing at Residing at Billings, Montana  
My commission expires My Commission Expires January 24, 2006

City of Billings:

I AGREE TO THE TERMS AND CONDITIONS OF THIS PERMIT:

By Charles F. Tooley  
Title Mayor

On this 9th day of February, 2004, before me, the undersigned, a Notary Public for the State of Montana, personally appeared

Charles F. Tooley Mayor for the City of Billings, known to me to be the person whose name is subscribed on this instrument and acknowledged to me that he executed the same.

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



Marita Herold  
Notary Public for State of Montana  
(Printed name) Marita Herold  
Residing at Billings, MT  
My commission expires 7/24/2004

After recording:

RETURN TO

City Clerk  
City of Billings  
P.O. Box 1478  
Billings, MT 59103

BBWA  
P.O. 50150  
Billings, Mt 59105



3281601

Page: 1 of 6  
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### ENCROACHMENT PERMIT

The BILLINGS BENCH WATER ASSOCIATION (BBWA) hereby quit claims to City of Billings hereafter referred to as (Permittee or Grantee), revocable permission to Install an eight-inch diameter buried sewer line under the canal.

**In the (Legal description of area of encroachment)**

In Uinta Park Subdivision in the NW 1/4 and SW 1/4 Section 22 T.1N., R.26E.

Subject to the following terms and conditions.

WHEREAS persons may not encroach upon or otherwise use or impair BBWA'S CANAL, or its primary or secondary easement, without obtaining approval and an easement therefore:

**1. PLANS AND SPECIFICATIONS OF ANY "ENCROACHMENT" OR "DISTURBANCE" OR "PLACEMENT OF FACILITY":**

An "encroachment" or "disturbance" or "{placement of facility" means the construction or the placement, and any work associated therewith, of any facility, including utility lines, pipes, pipelines, culverts, bridges, trees, buildings, etc. over, across, on, under, through or near the BBWA'S canal, laterals, embankment, or right-of-way thereof.

2. Any "encroachment", "disturbance" or "placement of facility" by PERMITTEE', over, across, under, on or near BBWA'S canal, laterals, and embankment thereof, **MUST BE DONE BETWEEN NOVEMBER 1, AND APRIL 1,** of each year, unless a specific written exception is granted by BBWA. "PERMITTEE", shall contact BBWA, at least twenty-four (24) hours in advance of any actual "encroachment" "disturbance", or "placement of facility."

3. Any "disturbance", or "encroachment", or "placement of facility", must be properly reclaimed. Any cuts or disturbance of BBWA'S main canal and embankment shall be reclaimed by shotcrete or pouring a concrete slab three inches thick in the disturbed area, plus ten feet up-stream and ten feet downstream from the disturbed area and a foot above the high water line. One-foot upstream and downstream edges should be angled into the ground 8" deep to prevent under cutting of the slab.



On bridges and pedestrian bridges, BBWA requires that a concrete slab/shotcrete be poured under the bridges a distance of the length and width of the bridge, plus ten feet up-stream and ten feet down-stream from the structure to one foot above the high water line.

On lateral crossings, BBWA requires using riprap and necessary measures to insure that the soil integrity of the canal will not give away or leak. All cuts in the laterals shall be lined with high swelling sodium type bentonite such as is produced by Wyo-Ben Inc. or other impervious material as agreed to by BBWA.

Requirements for boring under the canal: A cement pad must be placed for 10 feet on the bottom of the canal directly above the installation and it must be at least 3" thick.

Final details of reclamation shall include:

Soil compaction per attached exhibits, surface restoration per attached exhibits, and grass areas will be sodded. Final reclamation shall be approved by BBWA prior to and after PERMITTEE'S "encroachment" "disturbance", placement of facility.

4. The installation of any culvert, bridge, fence, or any other "facility" will be such as to allow BBWA access to cleaning and allow safe and efficient operation, and maintenance of its canals and laterals.
5. BBWA shall be entitled to use the road easement in the operation and maintenance of its canal. The "Permittee" shall have right of access and enjoyment of its easement under this agreement so long as such use and enjoyment by "Permittee" does not interfere with the normal operation and maintenance of BBWA'S canals and only so long as the encroachment otherwise complied with the bylaws of BBWA as they may exist from time to time.
6. The "Permittee", will take necessary actions to insure that the easement does not create a nuisance or hazard to the public, or that the easement will not interfere with other utility easements.
7. The "Permittee" shall take necessary precautions to warn or prevent the public from using BBWA'S easement, in a manner which might result in harm or damage to BBWA'S canal, the "Permittee", or the public including the construction of a safety curb along the canal, and posting "No Trespassing" signs along the canal.



8. The "Permittee" shall be responsible for the cleaning, and maintaining, of any facility it constructs or places in BBWA'S canal or laterals. "Permittee" shall be responsible for any damage associated with and "encroachment", "disturbance", or "placement of facility", by PERMITTEE". BBWA may, but has not duty to, repair, replace, or clean any structure of permittee and assess against the permittee the cost thereof.

9. The "PERMITTEE", and/or its contractors, shall provide BBWA with proof of insurance, prior to any "encroachment", "disturbance", or "placement of facility".

10. The "PERMITTEE" shall pay to BBWA,  
One thousand thirty dollars (\$1,030.00)

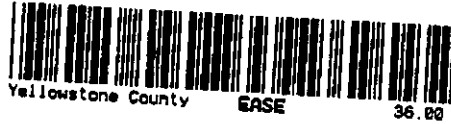
(receipt of which is hereby acknowledged,) for this permit and easement, which fee is generally based upon "BBWA'S estimated costs and expenses associated with the implementation, and administration of this permit.

Said fee is One Hundred Dollars (\$100.00), plus recording fees, on BBWA'S Laterals, and One Thousand Dollars (\$1,000.00), plus recording fees, for any "encroachment", "disturbance", or "placement of facility"

On BBWA'S main canal, which fees are payable in advance of construction or placement to BBWA.

BBWA'S general costs and expenses associated with this permit include a review of "Permittee's" plans, site inspection, development and operation of this permit system, record keeping, on site inspection prior to, during and after construction, and possible inconvenience and expense related to said "encroachment", "disturbance", or "facility", during future years of operation, maintenance, and cleaning BBWA'S canals and laterals, If BBWA has to clean, repair, or maintain, any "encroachment", "disturbance", or "facility", of PERMITTEE, BBWA shall do so, and send the "Permittee" a bill for such services.

11. "PERMITTEE" is liable for any consequential damages related to or caused by "Permittee's" "encroachment", "disturbance", or "facility". "PERMITTEE" agrees to indemnify and hold harmless the BBWA from any damages arising out of "PERMITTEE'S" "encroachment", "disturbance" or "facility". In accepting this PERMIT, the permittee, its/his successors or assigns, agree to protect BBWA and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of



- Materials used or manner of installations, maintenance and operation or by the improper occupancy of said encroachment, and in case any suit and/or action is brought against BBWA and arising out of, or by reason of, any of the above causes, the "PERMITTEE" its/his successor assigns, will upon notice to it/him of the commencement of such action defend the same at its/his sole cost and expense and satisfy any judgement which may be rendered against BBWA in any such suit or action.
12. In the event BBWA shall at any time in the future change the location or elevation of its canal or lateral at the point above referred to, necessitating any change in the location of the sewer line, the cost of the change of location of such sewer line to meet the needs of the BBWA, shall be borne by the "Permittee".
13. In the event the BBWA in the enjoyment and operation of the irrigation system, damages the sewer line of the "Permittee", that the "Permittee" will not claim any damage from the BBWA except in such instances as the damage is caused by the willful or gross negligence of the BBWA, its representatives, contractors, agents or servants.
14. If BBWA owns less than the entire and undivided fee simple title in said lands, then this easement applies only to the interest they have.
15. This Permit shall also be binding on any other successor or assignee of the "Permittee". THIS PERMIT SHALL RUN WITH THE LAND. Any successor in interest of "Permittee" shall immediately be bound by the terms of this agreement by any use of its benefits of the encroachment permit.
16. If "Permittee" is a contractor, agent, or other representative for another principal, city or county government, or any other person or entity, this permit shall be binding on such principal, government, and such other person or entity. This permit shall also be binding on any other successor or assignee of the "Permittee", and such entity waives all defenses of sovereign immunity, statutory, or constitutional rights of home rule.
17. In the event of a dispute over the terms and conditions of the Agreement, the BBWA shall be entitled to its reasonable attorney's fees and costs from the "Permittee", whether or not the same are incurred in connection with any lawsuit.



- 18. The Permittee warrants that it is authorized to enter into this agreement for and on behalf of all persons claiming an interest in this permit.
- 19. Each and every person using such permit shall by their use covenant and agree to be bound by the terms hereof to the same extent as the Permittee.
- 20. The Permit may not be assigned without written consent of BBWA.
- 21. Other terms, conditions and exceptions include:

Dated this 9th day of February, 2004.

BILLINGS BENCH WATER ASSOCIATION

By Robert Michael  
It's Pres.



STATE OF MONTANA  
COUNTY OF YELLOWSTONE

On this 16th day of February, 2004, before me, the undersigned, Notary Public for the State of Montana, personally appeared Robert Michael, known to me to be the President of the Billings Bench Water Association, whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Gloria Lueck  
Notary Public for State of Montana  
(Printed name) GLORIA LUECK  
Residing at BILLINGS, MONTANA  
My commission expires at Billings, Montana  
My Commission Expires January 24, 2006

City of Billings:

I AGREE TO THE TERMS AND CONDITIONS OF THIS PERMIT:

By Charles F. Tooley  
Title Mayor

On this 9th day of February, 2004, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Charles F. Tooley Mayor for the City of Billings, known to me to be the person whose name is subscribed on this instrument and acknowledged to me that he executed the same.

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



Marita Herold  
Notary Public for State of Montana  
(Printed name) marita Herold  
Residing at Billings, MT  
My commission expires 7/24/2004

**RECORDATION REQUESTED BY:**

Rocky Mountain Bank – Billings  
Rocky Mountain Bank  
P.O. Box 80450  
2615 King Avenue West  
Billings, MT 59102



**3303371**

Page: 1 of 4  
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**WHEN RECORDED MAIL TO:**

Rocky Mountain Bank – Billings  
Rocky Mountain Bank  
P.O. Box 80450  
2615 King Avenue West  
Billings, MT 59102

**SEND TAX NOTICES TO:**

Rocky Mountain Bank – Billings  
Rocky Mountain Bank  
P.O. Box 80450  
2615 King Avenue West  
Billings, MT 59102

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT**

**THIS HAZARDOUS SUBSTANCES AGREEMENT** dated August 31, 2004, is made and executed among Clyde H. Larsen & Sons Construction, Inc. (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and Rocky Mountain Bank – Billings, Rocky Mountain Bank, P.O. Box 80450, 2615 King Avenue West, Billings, MT 59102 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a Loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

**PROPERTY DESCRIPTION.** The word "Property" as used in this Agreement means the following Real Property located in Yellowstone County, State of Montana:

See Attached Schedule A-4 for Legal Description.

The Real Property or its address is commonly known as Linta Park and Howard Heights Subdivision, Billings, MT 59105.

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

**Use of Property.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substance by any person on, under, or about the Property.

**Hazardous Substances.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Collateral, whenever and whether owned by previous Occupants, has ever contained asbestos, PCB or other Hazardous Substances, whether used in construction or stored on the Collateral.

**No Notices.** Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

**AFFIRMATIVE COVENANTS.** Subject to disclosures made and accepted by Lender in writing, Indemnitor covenants with Lender as follows:

**Use of Property.** Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances.

**Compliance with Environmental Laws.** Indemnitor shall cause the Collateral and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Collateral or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

**Preventive, Investigatory and Remedial Action.** Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Loan default rate, or in the absence of a default rate, at the Loan interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

**Notices.** Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

**Access to Records.** Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

**Inspections.** Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or



assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

**INDEMNITOR'S WAIVER AND INDEMNIFICATION.** Indemnitor hereby indemnifies and holds harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents against any and all claims, demands, losses, liabilities, costs and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, or (b) on account of injury to any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant contained in this Agreement, (ii) the violation of any Environmental Laws, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill disposal or other handling of Hazardous Substances on the Property, (iv) the contamination of any of the Property by Hazardous Substances by any means whatsoever (including without limitation any presently existing contamination of the Property), or (v) any costs incurred by Lender pursuant to this Agreement. In addition to this indemnity, indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

**PAYMENT: FULL RECOURSE TO INDEMNITOR.** Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Loan default rate, or in the absence of a default rate, at the Loan interest rate.

**SURVIVAL.** The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the Indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

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

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

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

**Governing Law.** This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Montana. This Agreement has been accepted by Lender in the State of Montana.

**Joint and Several Liability.** All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

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

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally-recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors.

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

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

**Time Is of the Essence.** Time is of the essence in the performance of this Agreement.

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

**Agreement.** The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

**Collateral.** The word "Collateral" means all of Indemnitor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

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

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



thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemnitator's obligations or expenses incurred by Lender to enforce Indemnitator's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

**Lender.** The word "Lender" means Rocky Mountain Bank - Billings, its successors and assigns.

**Occupant.** The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Collateral, whether as owner, tenant, operator or other occupant.

**Property.** The word "Property" means all of Indemnitator's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED AUGUST 31, 2004.**

**BORROWER:**

x Jana L. Larsen  
Jana L. Larsen, President of Clyde H. Larsen & Sons  
Construction, Inc.

**LENDER:**

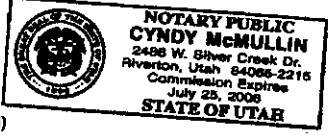
**ROCKY MOUNTAIN BANK - BILLINGS**

x Phillip Hammond  
Authorized Signer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

This instrument was acknowledged before me on AUGUST 30, 2004 by Jana L. Larsen, President of Clyde H. Larsen & Sons Construction, Inc..



Cyndy McMullin  
Cyndy McMullin  
[Type or Print Name]  
Notary Public for the State of Montana  
Residing at EVERTON  
My commission expires 7-25-06

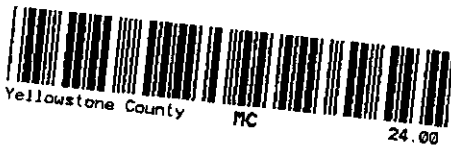
**LENDER ACKNOWLEDGMENT**

STATE OF Montana )  
COUNTY OF Yellowstone ) SS

This instrument was acknowledged before me on August 31, 2004 by Phillip Hammond  
Branch President



Joni C. Cabrera  
Joni C. Cabrera  
[Type or Print Name]  
Notary Public for the State of Montana  
Residing at Billings  
My commission expires 4/7/2008



**SCHEDULE A-4  
DESCRIPTION**

**Parcel A:**

- Block 2: Lots 19, 20, 21, 22, 28, 29, 30, 31 and 32
  - Block 3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10
  - Block 4: Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24
  - Block 5: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23
  - Block 6: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29
  - Block 7: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22 and 23
  - Block 8: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 and 12
- of Uinta Park Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #3234621.

**Parcel B:**

Lots 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, Block 4, of Howard Heights Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #916726.

End of Schedule A-4.

Stewart Title  
ST 48901



RELEASE OF  
HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

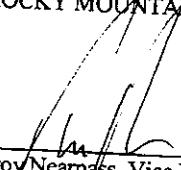
Rocky Mountain Bank of Billings hereby executes this release of its interest in that certain Hazardous Substances Certificate and Indemnity Agreement. The portion of the property to be released from our Assignment is as follows:

- Parcel A:
    - Block 2: Lots 19, 20, 21, 22, 28, 29, 30, 31, and 32
    - Block 3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10
    - Block 4: Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24
    - Block 5: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23
    - Block 6: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29
    - Block 7: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, and 23
    - Block 8: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, and 12
- of Uinta Park Subdivision, in the city of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #3234621

Parcel B:  
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, of Howard Heights Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #916726.


The Hazardous Substances Agreement was dated August 31, 2004, executed by Clyde H. Larsen & Sons Construction, Inc., and recorded on September 2, 2004 in book N/A of Miscellaneous page N/A in Yellowstone County, Montana, under Document No. 3303371.

ROCKY MOUNTAIN BANK OF BILLINGS

  
Troy Nearpass, Vice President

State of Montana  
County of Yellowstone

On this 17th day of May, 2007, before me, Sarah Walker, a Notary Public for the State of Montana, personally appeared Troy Nearpass, known to me to be the Vice President of the corporation that executed the within instrument, and acknowledged to me to that such corporation executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
Sarah Walker  
Notary Public for the State of Montana  
Residing at Huntley, MT  
My Commission expires: March 12, 2011



RECORDATION REQUESTED BY:  
ROCKY MOUNTAIN BANK  
BILLINGS OFFICE  
2615 KING AVE W  
PO BOX 80450  
BILLINGS, MT 59108-0450



3340061

Page: 1 of 4  
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WHEN RECORDED MAIL TO:  
ROCKY MOUNTAIN BANK  
BILLINGS OFFICE  
2615 KING AVE W  
PO BOX 80450  
BILLINGS, MT 59108-0450

3-91670

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated June 29, 2005, is made and executed among CLYDE H LARSEN & SONS CONSTRUCTION, INC.; 1101 W ROPCKE DRIVE; MURRAY, UT 84123-7961 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and ROCKY MOUNTAIN BANK, BILLINGS OFFICE, 2615 KING AVE W, PO BOX 80450, BILLINGS, MT 59108-0450 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a Loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

**PROPERTY DESCRIPTION.** The word "Property" as used in this Agreement means the following Real Property located in YELLOWSTONE County, State of Montana:

**PARCEL A:**

BLOCK 2: LOTS 20 AND 21

BLOCK 3: LOTS 1,2,3,4,5, 6,7,8,9 AND 10

BLOCK 4: LOTS 14,15,16,17,18,19,20,21,22,23 AND 24

BLOCK 5: LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22 AND 23

BLOCK 6: LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28 AND 29

BLOCK 7: LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,18,19,20,21,22 AND 23

BLOCK 8: LOTS 1 AND 12

OF UINTA PARK SUBDIVISION, IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, UNDER DOCUMENT #3234621.

**PARCEL B:**

LOTS 1,2,3,5,10,11,14,15,16,17 AND 18, BLOCK 4, OF HOWARD HEIGHTS SUBDIVISION, IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, UNDER DOCUMENT #916726

The Real Property or its address is commonly known as UINTA PARK AND HOWARD HEIGHTS SUBDIVISION, BILLINGS, MT 59105.

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

**Use of Property.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substance by any person on, under, or about the Property.

**Hazardous Substances.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Collateral, whenever and whether owned by previous Occupants, has ever contained asbestos, PCB or other Hazardous Substances, whether used in construction or stored on the Collateral.

**No Notices.** Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

**AFFIRMATIVE COVENANTS.** Subject to disclosures made and accepted by Lender in writing, Indemnitor covenants with Lender as follows:

**Use of Property.** Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances.

**Compliance with Environmental Laws.** Indemnitor shall cause the Collateral and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Collateral or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

**Preventive, Investigatory and Remedial Action.** Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Loan default rate, or in the absence of a default rate, at the Loan interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

**Notices.** Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.

0353107035



(5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

**Access to Records.** Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

**Inspections.** Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

**INDEMNITOR'S WAIVER AND INDEMNIFICATION.** Indemnitor hereby indemnifies and holds harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents against any and all claims, demands, losses, liabilities, costs and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, or (b) on account of injury to any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant contained in this Agreement, (ii) the violation of any Environmental Laws, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill disposal or other handling of Hazardous Substances on the Property, (iv) the contamination of any of the Property by Hazardous Substances by any means whatsoever (including without limitation any presently existing contamination of the Property), or (v) any costs incurred by Lender pursuant to this Agreement. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

**PAYMENT: FULL RECOURSE TO INDEMNITOR.** Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Loan default rate, or in the absence of a default rate, at the Loan interest rate.

**SURVIVAL.** The covenants contained in this Agreement shall survive (A) the repayment of the indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

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

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

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

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

**Joint and Several Liability.** All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

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

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors.

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

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

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



**Agreement.** The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

**Collateral.** The word "Collateral" means all of Indemnitor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

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

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations or add substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

**Lender.** The word "Lender" means ROCKY MOUNTAIN BANK, its successors and assigns.

**Occupant.** The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Collateral, whether as owner, tenant, operator or other occupant.

**Property.** The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED JUNE 29, 2005.

BORROWER:

CLYDE H LARSEN & SONS CONSTRUCTION, INC.

By: Jana L Larsen  
JANA L LARSEN, PRESIDENT of CLYDE H LARSEN & SONS CONSTRUCTION, INC.

LENDER:

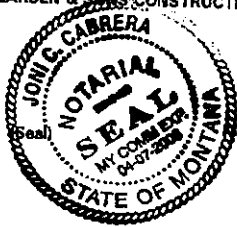
ROCKY MOUNTAIN BANK

x Darin Sandus  
Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF Montana )  
 ) SS  
COUNTY OF Yellowstone )

This instrument was acknowledged before me on 6/29, 2005 by JANA L LARSEN, PRESIDENT of CLYDE H LARSEN & SONS CONSTRUCTION, INC..



Joni C. Cabrera  
Joni C. Cabrera  
(Type or Print Name)

Notary Public for the State of Montana

Residing at Bullings

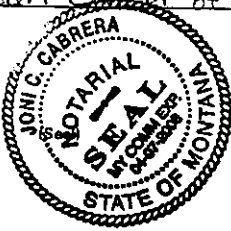
My commission expires 4/7/2008



LENDER ACKNOWLEDGMENT

STATE OF Montana )  
 ) SS  
COUNTY OF Yellowstone )

This instrument was acknowledged before me on June 29, 2005 by Darrin Santine,  
Loan Officer of Rocky Mountain Bank.



Joni C. Cabrera  
Joni C. Cabrera  
[Type or Print Name]

Notary Public for the State of Montana  
Residing at Billings  
My commission expires 4/7/2008





3371898

Page: 1 of 2  
03/30/2006 11:21a

3-91670

Return to: Rocky Mountain Bank  
2615 King Ave West  
Billings, MT 59102

RELEASE OF  
HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

Rocky Mountain Bank of Billings hereby executes this partial release of its interest in that certain Hazardous Substances Certificate and Indemnity Agreement. The portion of the property to be released from our Assignment is as follows:

Parcel A:

Block 2: Lots 20 and 21

Block 3: Lots 1,2,3,4,5,6,7,8,9, and 10

Block 4: Lots 14,15,16,17,18,19,20,21,22,23 and 24

Block 5: Lots 1,2,3,4,5,6,7,8,9,10,11,14,15,16,17,18,19,20,21,22, and 23

Block 6: Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28, and 29

Block 7: Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,18,19,20,21,22, and 23

Block 8: Lots 11 and 12

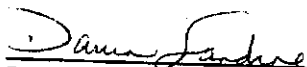
Of Uinta Park Subdivision, in the City of Billings, Yellowstone County, Montana, According to the official Plat on file in the office of the Clerk and Recorder of said county, under document #3234621

Parcel B:

Lots 1,2,3,5,10,11,14,15,16,17 and 18, Block 4, of Howard heights subdivision, in the city of Billings, Yellowstone County, Montana, according to the official plat on file in the Office of the clerk and recorder of said county under document #916726

The Hazardous Substances Agreement was dated June 29, 2005, executed by Clyde H Larsen & Sons Construction, Inc. and recorded July 13, 2005 in Yellowstone County, Montana, under Document No. 3340061.

ROCKY MOUNTAIN BANK OF BILLINGS

  
Darrin Sandine, Loan Officer



3371898

Page: 2 of 2  
03/30/2006 11:21A

State of Montana  
County of Yellowstone

On this 20<sup>th</sup> day of March, 2006, before me, Stephanie Hyde, a Notary Public for the State of Montana, personally appeared Darrin Sandine, known to me to be the Loan Officer of the corporation that executed the within instrument, and acknowledged to me to that such corporation executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Stephanie Hyde  
Notary Public for the State of Montana  
Residing at Billings, MT  
My Commission expires: 01/31/2010



**3817510 EASE**

06/21/2017 01:23 PM Page 1 of 3 Fees: \$21.00

eRecorded For Yellowstone County, MT

Jeff Martin, Clerk & Recorder

**AFTER RECORDING, RETURN TO:**  
NORTHWESTERN ENERGY  
Lands & Permitting Department  
11 East Park Street  
Butte, MT 59701-1711

**UNDERGROUND JOINT USE UTILITY RIGHT-OF-WAY EASEMENT**

**CLYDE H. LARSEN & SONS CONSTRUCTION, INC., a foreign for profit corporation of 1101 Roncke Drive Murray, UT 84123-7961**, "GRANTOR", in consideration of \$1.00 and other good and valuable consideration, in hand paid, the receipt of which is acknowledged, does grant and convey to **NORTHWESTERN CORPORATION D/B/A NORTHWESTERN ENERGY**, a Delaware corporation, 11 East Park Street, Butte, Montana 59701-1711; **BRESNAN COMMUNICATIONS, LLC**, by **CHARTER COMMUNICATIONS, INC. Its Manager**, 12405 Powerscourt Drive St. Louis, MO 63131, Attn: Legal Operations; and **QWEST DBA CENTURY LINK**, 219 Calhoun Lane Billings, MT 59101, (hereinafter collectively referred to as "GRANTEES"), their successors, assigns, and apportionees, an easement **EIGHT FEET (8')** in width, parallel to, but inside of, the lot lines upon which to construct, operate, maintain, replace, upgrade, and remove underground joint use electric, communications and cable television systems, and necessary appurtenances which may extend beyond the easement width, over, under, along, and across that certain real property located in **Yellowstone County, Montana**, and particularly described as follows:

**TOWNSHIP 1 SOUTH, RANGE 26 EAST, M.P.M.**

**SECTION 22**; a portion of the NW4 of said Section known as the Uinta Park Subdivision, Lots 1-15 of Block 7 and Lots 19-29 of Block 6, as depicted on the official plat recorded 6/11/2003 and filed as Document No. 3234621 in the records of the Clerk and Recorder of Yellowstone County, MT

**TOGETHER** with reasonable right of access to and from the easement area over lands of the Grantor using existing roads and trails where practicable; the right to use and keep the easement area free and clear of any and all obstructions or structures, except fences; and the right to clear and remove all timber, brush, or vegetation from the easement area that may in the Grantees' opinion may endanger the powerline, gas line, telephone or television communications systems, or necessary appurtenances.

**THE GRANTOR** covenants with the Grantees that the Grantor is lawfully seized and possessed of the real estate above-described, and that the Grantor has a good and lawful right to convey it or any part thereof.

DATED this 9<sup>th</sup> day of MAY, 20 17

**GRANTOR:**

**CLYDE H. LARSEN & SONS CONSTRUCTION, INC., a foreign for profit corporation**

By: 

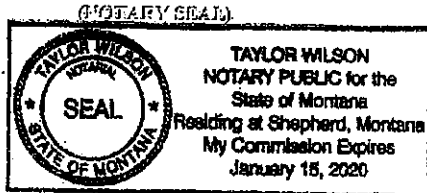
Its: VICE PRES.

(Acknowledgement appears on the following page)

AFTER RECORDING, RETURN TO:  
NORTHWESTERN ENERGY  
Lands & Permitting Department  
11 East Park Street  
Butte, MT 59701-1711

STATE OF MT  
COUNTY OF Yellowstone<sup>SS.</sup>

This document was acknowledged before me on May 9 2017 by Taylor Wilson  
Harold Larson the Vice President of  
Clyde H. Larsen & Sons Construction, Inc. a foreign for profit corporation

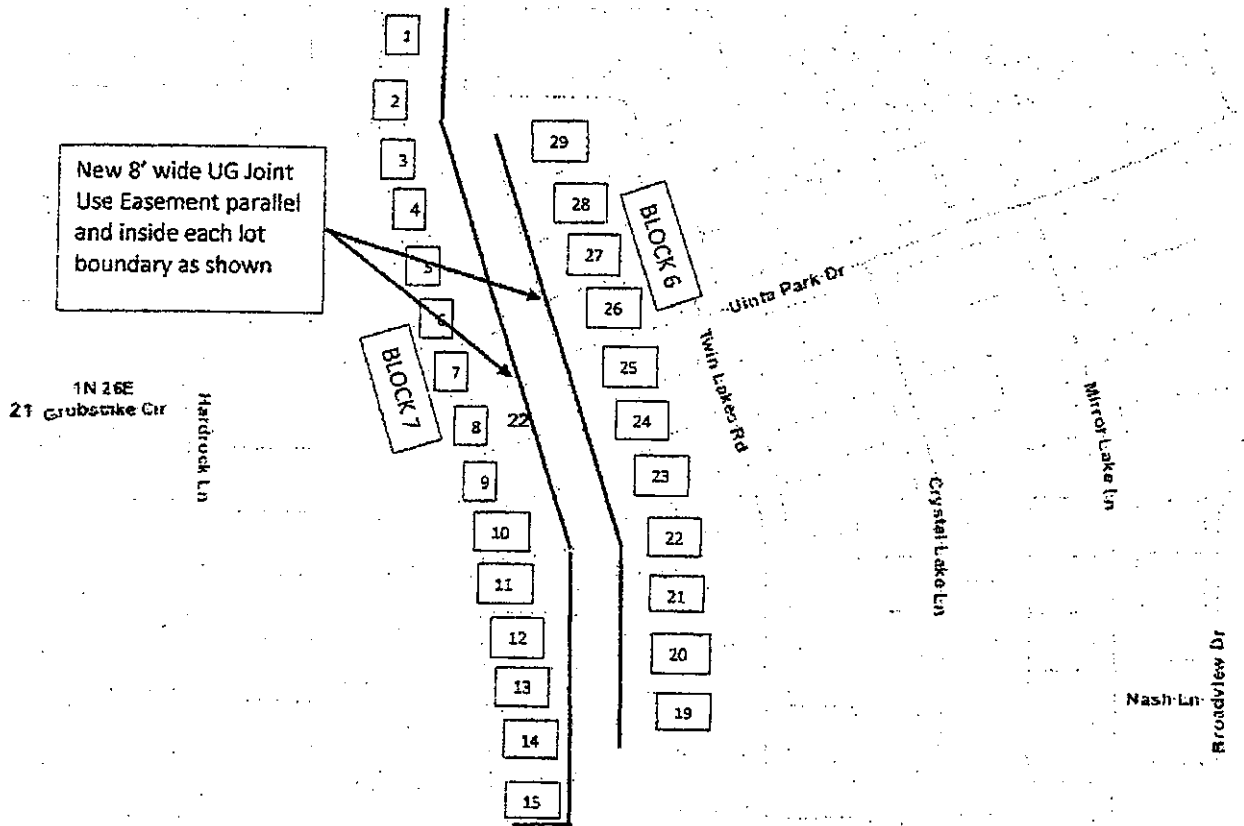


Notary Signature: Taylor Wilson  
Notary Print Name: Taylor Wilson  
Notary Public for the State of MT  
Residing at Billings  
My Commission Expires 01/15 2020  
PROJECT: Uinta Park Subdivision, Blk 6 & 7  
SAP NO: 24073244-1000  
AGENT: R. Ishkanian/J. McNaught  
Qrm#: \_\_\_\_\_

**"Exhibit A"**

The following is made a part of that certain Underground Joint Use Utility Right-Of-Way Easement dated 5/9/2017 by and between Clyde H. Larsen & Sons Construction, Inc. as "Grantor" and Northwestern Corporation D/B/A NorthWestern Energy; Bresnan Communications, LLC, by Charter Communications, Inc. its Manager and Qwest DBA Century Link; as "Grantees"

*All distances, areas and measurements shown below are approximate and not to scale*



**TOWNSHIP 1 SOUTH, RANGE 26 EAST, M.P.M., Yellowstone County, MT**

**SECTION 22:** a portion of the NW4 of said Section known as the Uinta Park Subdivision, Lots 1-15 of Block 7 and Lots 19-29 of Block 6, as depicted on the official plat recorded 6/11/2003 and filed as Document No. 3234621 in the records of the Clerk and Recorder of Yellowstone County, MT

**Non-PLSS CORNER RECORD**

See instructions

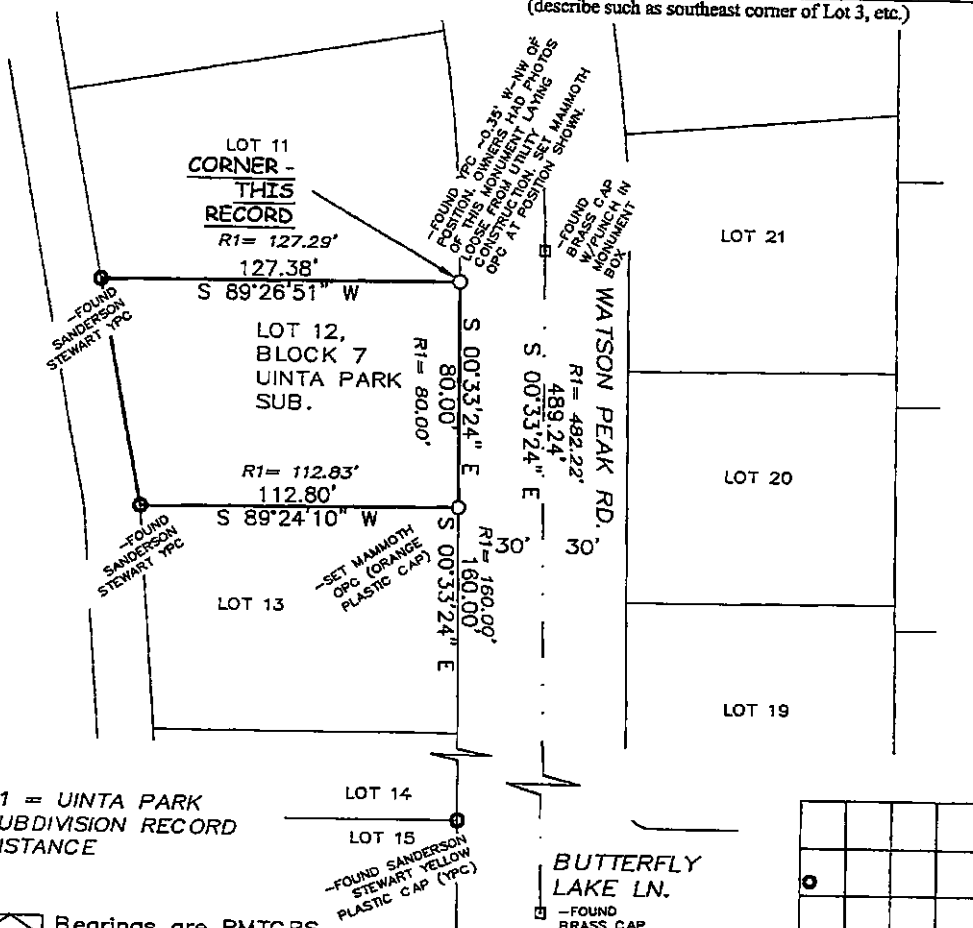
T1N R 26E P.M.M. SEC 22 COUNTY YELLOWSTONE, MONTANA

Previously filed or recorded document, check (✓) one and fill in appropriate information:

- Subdivision; Lot 12 Block 7 of UINTA PARK SUB. (name of subdivision)
- Certificate of Survey No. \_\_\_\_\_; Parcel/Tract No. \_\_\_\_\_
- Deed Exhibit; Book \_\_\_\_\_ Page \_\_\_\_\_ or Doc. No. \_\_\_\_\_
- Other filed or recorded document (describe) \_\_\_\_\_

Single corner described on this corner record: **NORTHEAST LOT 12**

(describe such as southeast corner of Lot 3, etc.)



R1 = UINTA PARK SUBDIVISION RECORD DISTANCE



Bearings are RMTCRS  
Billings Coordinate  
System NAD83-11.  
Distances are ground.

SKETCH: show enough information to clearly identify the corner (use back if needed).

• Location in Sec. 22

<p>Office of Clerk and Recorder, County of _____</p> <p>This "Corner Record" was filed for record</p> <p><b>CRSI</b>      <b>4091126</b></p> <p>11/27/2024 12:37 PM Pages: 1 of 1 Fees: 0.00 Jeff Harlin Clerk &amp; Recorder, Yellowstone MT</p> <p>Page no. _____</p> <p>In Book No. _____</p> <p>and/or Doc. No. _____</p> <p>County Official _____</p>	<p align="center"><b>Certifications</b></p> <p>I, <u>Dante Lemire &amp; Zachary Hassler, LS</u> certify that the work represented herein was faithfully performed.</p> <p align="right"><b>ZACHARY HASSLER</b> No. 29090LS</p> <p align="center">_____ Signature of Ground Party Chief</p> <p align="center">_____ Signature of Surveyor &amp; Seal</p> <p>Date: <u>11/22/24</u> Lic. No. <u>29090LS</u></p> <p>Employer: <u>MAMMOTH SURVEY CO.</u></p>
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**Non-PLSS CORNER RECORD**

See instructions

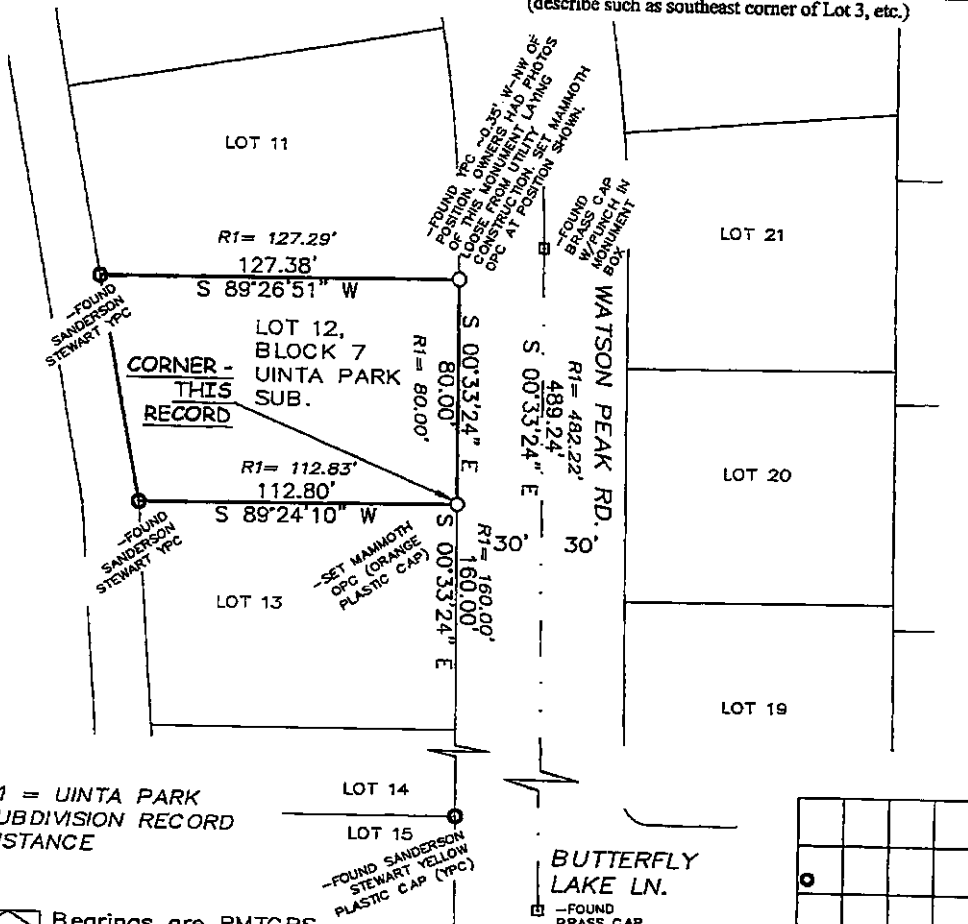
T1N R 26E P.M.M. SEC 22 COUNTY YELLOWSTONE, MONTANA

Previously filed or recorded document, check (✓) one and fill in appropriate information:

- Subdivision; Lot 12 Block 7 of UINTA PARK SUB. (name of subdivision)
- Certificate of Survey No. \_\_\_\_\_; Parcel/Tract No. \_\_\_\_\_
- Deed Exhibit; Book \_\_\_\_\_ Page \_\_\_\_\_ or Doc. No. \_\_\_\_\_
- Other filed or recorded document (describe) \_\_\_\_\_

Single corner described on this corner record: SOUTHEAST LOT 12

(describe such as southeast corner of Lot 3, etc.)



R1 = UINTA PARK SUBDIVISION RECORD DISTANCE



Bearings are RMTCRS  
 Billings Coordinate  
 System NAD83-11.  
 Distances are ground.

SKETCH: show enough information to clearly identify the corner (use back if needed).

• Location in Sec. 22

Office of Clerk and Recorder, County of _____ This "Corner Record" was filed for record on _____ was noted on the Cross _____	Certifications Dante Lemire & Zachary Hassler, LS certify that the work represented herein was faithfully performed. Signature of Ground Party Chief: <u>Zachary Hassler</u> No. 29090LS Signature of Surveyor & Seal: <u>[Signature]</u> Date: <u>11/26/24</u> Lic. No. <u>29090LS</u> Employer: <u>MAMMOTH SURVEY CO.</u>
CRSI 11/27/2024 12:37 PM Pages: 1 of 1 Fees: 0.00 Jeff Martin Clerk & Recorder, Yellowstone MT and/or Doc. No. _____ County Official _____	

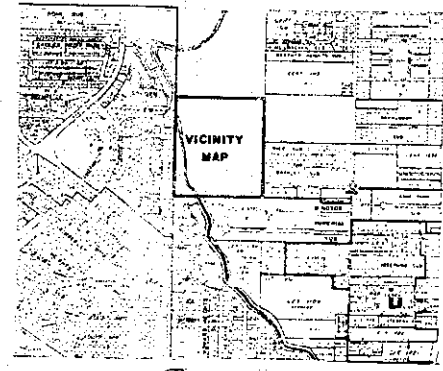
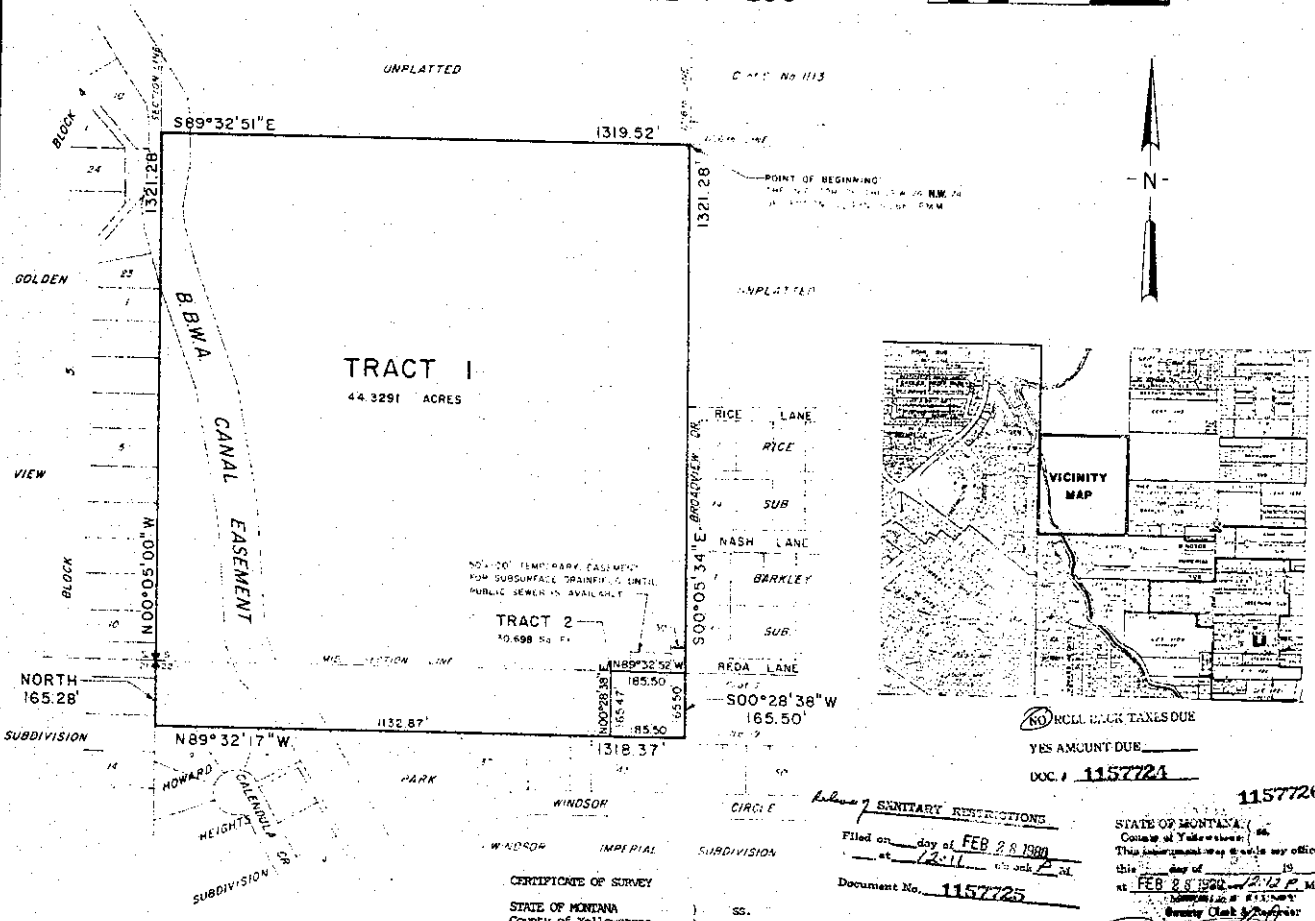
# CERTIFICATE OF SURVEY No. 1972

SITUATED IN THE SW/4 NW/4 & NW/4 SW/4 OF SECTION 22, T.1N., R.26E., P.M.M.  
YELLOWSTONE COUNTY, MONTANA

FOR: SUNSHINE HEIGHTS JOINT VENTURE  
PREPARED BY: SANDERSON/STEWART/GASTON ENGINEERING INC.

JANUARY, 1980  
BILLINGS, MONTANA

SCALE 1" = 200'



(NO) ROLL BACK TAXES DUE  
YES AMOUNT DUE \_\_\_\_\_  
DOC. # 1157724

**NOTARIAL RESTRICTIONS**  
Filed on 12-11 day of FEB 28 1980  
at Billings, Montana  
Document No. 1157725

STATE OF MONTANA  
County of Yellowstone  
this 13 day of FEB 28 1980 at Billings, Montana  
Notary Public & Registrar  
County Clerk & Registrar  
By Kenneth P. Williams Deputy

**CERTIFICATE OF SURVEY**  
STATE OF MONTANA  
County of Yellowstone

SS. Kenneth P. Williams, RLS, Montana Registered Land Surveyor No. 5613-S, being first duly sworn, deposes and says that during the month of January, 1980, a survey was made under his supervision of a tract of land situated in the SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> and NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> of Section 22, T.1N., R.26 E., P.M.M., Yellowstone County, Montana said tract being more particularly described as follows, to-wit:

Beginning at a point which is the northeast corner of the SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> of Section 22, T.1N., R.26E., P.M.M. which is also a point on the east line of Rice Subdivision and Barkley Subdivision extended; thence from said true point of beginning along said line S00°05'34"E a distance of 1321.28 feet to the northeast corner of Certificate of Survey No. 19; thence along the west line of said Certificate of Survey No. 19 S00°28'38"W a distance of 165.50 feet to the north line of Windsor Imperial Subdivision; thence along the north line of said Windsor Imperial Subdivision and extended along the north line of Howard Heights Subdivision which is also a point on the section line common to Sections 21 and 22; thence along said line North a distance of 165.28 feet to the 1/4 corner common to said Sections 21 and 22; thence continuing along said section line N00°05'00"W a distance of 1321.28 feet to the east-west 1/16th line of said Section 22; thence along said line S89°32'51"E a distance of 1319.52 feet to the point of beginning, containing 45.0358 acres.

That iron monuments of suitable size were set at all intersection points as indicated on the plat by a mark; thus, that said survey and the plat hereof shows true and correct dimensions, and that the plat conforms with the work on the ground.

Dated this 15<sup>th</sup> day of FEBRUARY, 1980.

Kenneth P. Williams  
Kenneth P. Williams, RLS, Montana Registration No. 5613-S

**LANDOWNER'S CERTIFICATE**  
Tract 1 is greater than 20 acres and therefore, is exempt from review, and Tract 2 is being created as the remainder to be retained by Owner.

STATE OF MONTANA )  
County of Yellowstone )  
SS. Notary Public for the State of Montana  
Residing at Billings, Montana  
My commission expires October 3, 1980

Subscribed and sworn to before me, a Notary Public in and for State of Montana, this 15<sup>th</sup> day of February, 1980.

Richard D. Hawkins  
Notary Public in and for the State of Montana  
Residing at Billings, Montana  
My commission expires October 4, 1981

2-22-80



# AMENDED TRACT 1 AND 2, CERTIFICATE OF SURVEY NO. 2866 SITUATED IN THE NW 1/4 OF SECTION 22, T. 1 N., R. 26 E., P.M.M., YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : CANDY BONAWITZ  
PREPARED BY : ENGINEERING, INC.  
SCALE : 1" = 100'

JUNE, 1999  
BILLINGS, MONTANA

TRACT 1  
COS 1972

POINT OF BEGINNING  
SW CORNER OF TRACT 2, COS 1113

UNPLATTED  
N00°10'05"E  
58.71'

TRACT 1  
COS 1972  
N00°21'03"W  
201.67'

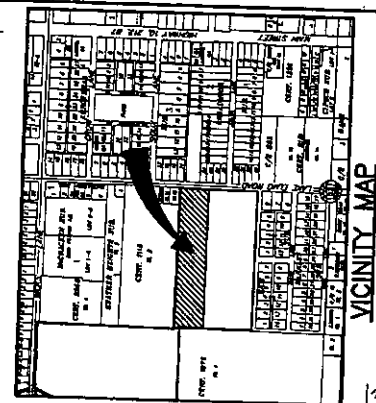
TRACT 2  
COS 1113  
S 89°33'59" E  
1320.24'

TRACT 2A  
7.536 ACRES  
328,267 S.F.

TRACT 2B  
ROAD TRACT  
0.209 ACRES  
9,115 S.F.

TRACT 1A  
0.18 ACRES  
7,100 S.F.

TRACT 3  
COS 2866  
N 89°36'27" W  
1319.40'



CERTIFICATE OF SURVEYOR  
STATE OF MONTANA } SS  
County of Yellowstone

Peter B. Knopp, L.S., Montana Licensed Land Surveyor, No. 8377-S, being first duly sworn, deposes and says that during the month of June, 1999, a survey was performed under his supervision of a tract of land situated in the NW 1/4 of Section 22, T. 1 N., R. 26 E., P.M.M., Yellowstone County, Montana, and said tract being more particularly described as follows, to-wit:  
Beginning at a point which is the southwest corner of Tract 2, Certificate of Survey No. 1113;  
thence, from said point of beginning, S 89°33'59" E a distance of 1320.24 feet;  
thence N 00°21'03" W a distance of 201.67 feet;  
thence N 89°36'27" W a distance of 1319.40 feet;  
thence N 00°10'05" E a distance of 58.71 feet to the point of beginning; said described tract containing an area of 7,608 acres (344,382 Square Feet).

That iron monuments of suitable size were set at all intersection points as indicated on the plat by a mark thus O; that said points are the first hereof shown true and correct dimensions and that the plat conforms to the work on the ground.  
Dated this 29th day of August, 1999.

*Peter B. Knopp*  
Peter B. Knopp, L.S.  
Montana License No. 8377-S

Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this 29th day of August, 1999.  
*Henry Nelson*  
Henry Nelson  
Notary Public in and for the State of Montana  
Member of Billings, Montana  
My commission expires 3-14-2002

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per Montana Code Annotated 78-3-811-19 / 78-3-207-(5).

DATE: September 9, 1999  
BY: *Debra Nelson*  
DEPUTY  
YELLOWSTONE COUNTY TREASURER

CERTIFICATE OF CITY ATTORNEY

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

DATED: 9-15-99  
Reviewed by: *Debra Nelson*

REVIEW BY CITY ENGINEER'S OFFICE

I hereby certify that the amended and forgoing Certificate of Survey conforms with Section 78-4-124(1), M.C.A., for the removal of auxiliary markers since the tracts are inside a master planning area and will be provided with municipal facilities for the supply of water and the disposal of sewage and solid wastes.

I further certify that I have ascertained the signed Certificate of Survey for errors and omissions in calculations and checking on this 29th day of August, 1999.

*James L. Elster*  
James L. Elster, ES  
City Engineer's Office

3086196  
Page: 1 of 1  
9/15/99 8:50  
YELLOWSTONE COUNTY

PURPOSE OF SURVEY -  
RELOCATION OF COMMON BOUNDARY LINE, CREATE STREET TRACT

The undersigned hereby certifies that the purpose of this survey is to relocate the common boundary line between adjacent lots within the outside of a platted subdivision and to create TRACT 2B on whom herein for transfer to as a subdivision, Tracts 1A and 2A or whom herein are not subject to transfer as a subdivision pursuant to Section 78-3-207(1)(c), M.C.A. and Tract 2B as shown herein is exempt from review of a subdivision pursuant to Section 78-3-201(1)(c), M.C.A.

Ben Angst Development, LLC  
BY: *Ben Angst*

STATE OF MONTANA } SS  
County of Yellowstone

On this 27th day of August, 1999, before me, a Notary Public in and for the State of Montana, personally appeared *Ben Angst*, known to me to be the person who signed the forgoing instrument on the 27th day of August, 1999, at which time he acknowledged to me that the said corporation herein is exempt from review of a subdivision pursuant to Section 78-3-201(1)(c), M.C.A. and that the day and year herein above written.

*Ben Angst*  
Ben Angst Development, LLC  
My commission expires 11-15-2000

