

EXHIBIT A

DECLARATION OF COVENANTS FOR DOUBLE ARROW RANCH SUBDIVISION, 1ST FILING

Double Arrow Investments, Inc., Bill Rector, being the owner of a real property herein described: Double Arrow Ranch Subdivision, situated in Tracts 1 and 2, Certificate of Survey 1523, N½ SW¼, Section 15, T.2N, R.27E, Tract 1, Certificate of Survey 1650, Yellowstone County, Montana, as the grantor, hereby subjects said property to the conditions, covenants, and restrictions herein. These restrictions, conditions, covenants, and limitations will run with the land and shall be binding upon the present owners, and all subsequent grantees of any portion of any area included within the aforesaid legal description.

The immediate grantors and all future grantees, their heirs and assigns forever, of any portion of said property, covenant and agree by the acceptance of a conveyance to faithfully observe and comply with said restrictions, conditions, covenants, and limitations.

1. No structure shall be erected, altered, placed, or permitted upon any lots or tracts, other than one detached single-family dwelling and the outbuildings hereinafter specified.
2. Any dwelling erected or placed on any lot or tract shall be so constructed that its finished living area (exclusive of garages, porches, breezeways, patios, and terraces) is not less than 1400 sq.ft.
3. All dwellings shall be of log, masonry, or frame construction.
4. The exterior treatment of all buildings shall be of ground tone colors, or colors that will blend with the natural colors found in the Subdivision. The Board or Developer has the right to request a change if anything is deemed to be in violation of this covenant.
5. Any lot or tract may be used for the training, riding, or exhibition of saddle riding horses, subject to the following:
 - a) All horses and calves must be kept predominantly within a dry corral, and only allowed to graze at large upon any fenced lot or tract so long as they do not overgraze the vegetation growing thereon;
 - b) A dry corral is one which is graded so as to shed runoff from rain and snow and not allow the same to collect;
 - c) The number of animal units situated upon any lot or tract at any one time may not exceed 1 animal unit per acre which will be rounded to the nearest whole number, if a fraction results;
 - d) The corral and any stable in conjunction therewith shall be maintained in a proper manner with respect to not only the well being of the livestock being kept therein, but in relationship to the reasonable aesthetic considerations of sight and smell to other lot or tract owners and passersby.

- 2-
6. The number of cattle situated upon any lot or tract at any one time may not exceed 1 animal unit per acre which will be rounded to the nearest whole number, if a fraction results.
 7. With the exception of the horse and cattle allowance, no swine, poultry or other livestock shall be otherwise kept on any lot or tract. All other household and domestic pets will be allowed.
 8. No lot or tract may be re-subdivided so as to create parcels or remainders of less than two (2) acres.
 9. Consistent with the structural and exterior siding requirements hereof, owners may construct stables, corrals, utility buildings, garages, and other structures to accommodate the uses allowed herein upon their respective lots or tracts.
 10. All fences adjacent to roads which may be maintained by Yellowstone County (Homer David and Hofferber Roads) shall be maintained by those owners of the lot or tract that is adjacent to those roads. If a fence is in the state of disrepair for a period of more than 30 days the Board or Developer has the right to contract the repair at the expense of the owner. There shall be no limitation as to the use of different fencing materials in areas non-adjacent to roads which may be maintained by the Yellowstone County, with the exception of quality and neat appearance requirements. Prior to the construction of all fences either on a permanent or temporary basis, the fence design shall be submitted to the Board or Developer for compliance herewith and to assure that construction will be of quality materials and will result in a neat appearance.
 11. No trailer, basement, tent, shack, garage or other outbuilding erected on any lot or tract shall be used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence. Construction of all structures within the Subdivision shall be commenced within 45 days of the date equipment and/or materials to be used in the construction thereof are exposed to view, and all such construction shall be completed within six (6) months of the time such materials are exposed to view.
 12. No lot or tract shall be maintained in such a way as to allow its vegetative ground cover in areas other than driveways, walkways, gardens, and dry corrals to become overgrazed or depleted in such a manner as to create erosion problems, unsightly conditions, or in the opinion of an agricultural expert, to be in an unreasonable condition.
 13. All lots or tracts shall be maintained in such a way as to not unreasonably burden the sight, smell, and hearing of other lot or tract owners or passersby. In this regard, the following shall be prohibited:
 - a) No junk, scrap, machinery, equipment, or cars not in running order shall be permitted to litter any of said lots or tracts.
 - b) No trash, debris, or organic or inorganic wastes shall be permitted to be accumulated on any lot or tract, and the same shall be promptly and efficiently disposed of.
 - c) No lots or tracts shall be used as a dumping ground or burial pit.
 - d) No livestock manure may be accumulated so as to be unreasonably offensive to the sight or smell of anyone. However, aged cow manure may be spread upon the ground once a year in the spring time as to any lot or tract.

- 3
- e) Garbage containers shall be kept in racks.
 - f) No outdoor toilets will be permitted within the Subdivision.
 - g) Barking dogs will be restrained so as to not be an unreasonable annoyance to others owning lots or tracts in the Subdivision. It is understood that enforcement of this provision will be by lot or tract owners only and not through the Board or Developer.
14. All buildings and other structures with the exception of fences to be constructed upon lots or tract upon which they are situated, shall be as follows:
- Front: Minimum of forty feet (40') from the streets upon which such buildings or structures are situated;
 - Back: Minimum of twenty feet (20') from the back lot line of such building or structure is situated;
 - Side: Minimum of forty feet (40') from the side lot lines upon which such building or structures are situated.
15. No commercial enterprises may be carried on upon any lot or tract which involve employees besides the lot or tract owner and the lot or tract owner's immediately family residing upon the lot or tract, and/or which are occasioned by any business visitations from licensees, invitees, subcontractors, or employees going upon such lot or tract, with the exception of the owner of the lot or tract and his immediate family residing thereon. It shall be required of any such family business that:
- a) There be no external indications that the business is being conducted.
 - b) All equipment, materials, and supplies be kept within enclosed buildings at all times.
 - c) No signage giving notice of the business be allowed upon any lot or tract.
16. It is understood that each owner of a lot or tract in said Subdivision shall be entitled to participate as a member in the non-profit corporation which has heretofore been created, the members of which are comprised solely of the owners of the lots or tracts in the Subdivision. It is further understood that the Board of Directors shall be comprised of five (5) lot or tract owners, and if the Board of Directors does not have five (5) members, additional lot or tract owners shall be appointed so as to create a Board of Directors of five (5) members. The Developer shall act in the capacity of the Board of Directors until the Association is able to appoint a Board of five (5) members. The By-Laws of the Association shall govern the quorum, notice, and parliamentary requirements of the Board of Directors. Special procedural and enforcement provisions for the Board of Directors are as follows:
- a) For the purpose of providing funds for the enforcement of these provisions and investigation of complaints, the By-Laws of the Association may provide for dues or assessments to be made against members in an amount not to exceed Fifty Dollars (\$50) per year unless a special litigation assessment be required.
 - b) Failure to pay assessments in a timely fashion shall cause the delinquent lot or tract owner to forfeit membership rights in the Association until such dues and assessments are paid in

4

full, and such delinquency shall allow the Board of Directors to bring an action at law in the name of the Association for the collection of dues and assessments and for the recovery of reasonable attorney's fees and costs expended in the collection effort.

- c) Prior to the construction of any structures upon the lots or tracts, the owner must submit written plans and a written site plan to the Board of Directors for approval. At a minimum, such plans and site plan must show all dimensions and all exterior building treatment necessary for the Board of Directors to make a determination as to whether the proposed structure is authorized.
 - d) The plans and site plan must be reviewed and either accepted or rejected, in writing, by the Board of Directors within thirty (30) days from the date of submission, or they will have been deemed to have been approved.
 - e) The existence of any building or structure for more than one hundred eighty (180) days shall be evidence that approval has been obtained by the Board, unless the Board has commenced action upon the lot or tract owner within the one hundred eighty (180) day period. This presumption of approval shall apply only to the construction or modification of buildings and structures.
17. The discharge of firearms or fireworks is prohibited.
18. The property being subdivided currently has an irrigation water right associated with the Billings Bench Water Company. The Subdivider shall delegate these rights to the owner of the lot at the time of sale. These rights shall be split by total acreage purchased to evenly distribute the shares. The irrigation shares of 175 for the property shall be distributed for permanent ownership according to Exhibit B of this Improvements Agreement. It is the responsibility of the individual lot owner at the time of sale, to prevent the flooding by irrigation of the individual lot owner's sanitary sewer drainfield area, and any drainfields constructed in the Double Arrow Subdivision. If at any time the individual lot owner's drainfield is flooded by irrigation, and causes the drainfield to fail, the individual lot owner is responsible for all costs associated with the repair or replacement of the sanitary sewer drainfield.
19. (RSID)
20. The Subdivider agrees to pay cash in lieu of a land donation, in accordance with the County of Yellowstone, Park Board request. With the payment of cash in lieu of a land donation, the maintenance district agreement will not include maintenance of any park lands within the subdivision.

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owners, their heirs, devisees, trustees, grantees, and all other parties claiming by, through or under them, shall be taken to hold, agree, and covenant with the owners of said lots, their heirs, devisees, trustees, grantees and assigns, and with each of the owners of said lots, to confirm and observe said restrictions as to the use of said lots, and the construction of improvements thereon. No restrictions therein set forth shall be personally binding upon any corporation, person, or persons, except to breaches committed during, its, his, or their seisin of or title to said lands. The owner or owners of any of the above described lands shall have the right to sue for breach of, or to enforce the observation of the restrictions above set forth, in

addition to ordinary legal action for damages. The failure of the present owners, or the owner of any other lot, in the above described subdivision, to enforce the restrictions herein set forth at the time of any violation thereof, shall in no event be deemed as a waiver of the right to do so. The grantees of any lot by the acceptance of a conveyance, covenant and agree to faithfully observe, abide, and conform to all of the conditions. Covenants by judgement or court order shall in no wise affect any of the other provision, which shall remain in full force and effect.

These restrictions shall remain and exist on the described real property for a period of no less than twenty-five (25) years and any be extended for another twenty-five (25) years by seventy five percent (75%) of the owners of record at that time.

DOUBLE ARROW RANCH SUBDIVISION

Bill Rector

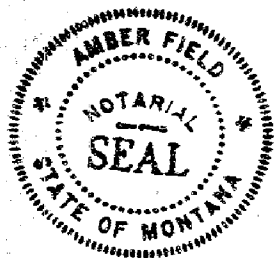
Bill Rector, President
Double Arrow Investments, Inc.

STATE OF MONTANA

25

County of Yellowstone

On this 6 day of JUNE, 1997, before me, a Notary Public in and for the State of MONTANA, personally appeared BILL RECTOR known to me to be the person who signed the foregoing instrument and acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.



Notary Public for the State of MONTANA
Residing at Billings
My commission expires 2/22/99

EXHIBIT B

6

IRRIGATION SHARES ALLOCATION

<u>1st Filing</u>		<u>Shares</u>
Block 1		
Lot 1		4
Lot 2		4
Lot 3		4
Lot 4		4
Lot 5		4
Lot 6		4
Lot 7		4
Lot 8		3
Block 2		
Lot 1		3
Lot 2		3
Lot 10		3
 <u>2nd Filing</u>		
Block 2		
Lot 3		3
Lot 4		3
Lot 6		4
Lot 7		4
Lot 8		4
Lot 9		4
Block 3		
Lot 1		4
Lot 2		4
Lot 3		4
Lot 4		6
Lot 5		6
Lot 6		5
Lot 7		4
Block 4		
Lot 1		4
Lot 3		4
Lot 4		4
Lot 5		4
Lot 6		4
 <u>3rd Filing</u>		
Block 2		
Lot 5		3
Block 4		
Lot 2		3
Block 5		
Lot 1		6
Lot 2		6
Lot 3		6
Lot 4		6
Lot 5		6
Lot 6		6
Lot 7		6
Lot 8		6
Lot 9		6

EXHIBIT C

PROPERTY OWNERSHIP SURROUNDING DOUBLE ARROW RANCH

Tax Code No.	Owner/Address	Legal Description
D-7357	Frey, Harold G. 4902 Yeoman Rd Shepherd, MT 59079	NW ⁴ , Section 15, T2N, R27E (less surveys) 79.41 Ac.
D-7357B	Macrow, Herbert C. & Virginia M. 5148 Yeoman Rd Shepherd, MT 59079	C/S 2429-Tract 1 NE ⁴ NW ⁴ , Section 15, T2N, R27E 20.00 Ac.
D-7360	Macrow, Herbert C. & Virginia M. 5148 Yeoman Rd Shepherd, MT 59079	C/S 1832-Tract 1 NW ⁴ , Section 15, T2N, R27E 1.01 Ac.
D-7356	Robbins, Paul E. & Joyce A. 6442 Yeoman Rd Shepherd, MT 59079	SWNE ⁴ and N ² NW ⁴ SE ⁴ , Section 15, T2N, R27E 60.31 Ac.
	Poloson Investments 255 Flathead View Dr Polson, MT 59860-9410	Winchester Subdivision Lot 28, Block 1
	Trust Corporation of MT, Trustee D.M. Barth, DDS, P.C. Pension Plan 625 N. Grove Missoula, MT 598	Winchester Subdivision Lot 27, Block 1
D-7369	Gray, Daniel W. & Celine P. 1915 Tony Dr Billings, MT 59105-3726	C/S 1366-Tract 6 Amended Tract 6A 10.03 Ac.
D-7369A	Gray, Daniel W. & Celine P. 1915 Tony Dr Billings, MT 59105-3726	C/S 1366-Tract 6 Amended Tract 6B 2.00 Ac.
D-7372	Begger, Leonard P. & Betty J. 1511 Shannon St Billings, MT 59105	C/S 1523 Amended, Tract 3 Amended Tract 3A 10.05 Ac.
D-7373	Begger, Leonard P. & Betty J. 1511 Shannon St Billings, MT 59105	C/S 1523, Tract 3 Amended Tract 3B 10.05 Ac.
D-7374	Scott, Jim & Marcie 5125 Homer Davis Rd Shepherd, MT 59079-05125	C/S 1523- Tract 4 S ² SW ⁴ , Section 15, T2N, R27E 20.11 Ac.
D-7483	Cattaneo, Anthony R. , etal c/o Anderson, Stuart A. & Kobi G. PO Box 50010 Billings, MT 59105	C/S 1554, Tract 9 Amended Tract 9A 2.52 Ac.

EXHIBIT C

PROPERTY OWNERSHIP SURROUNDING DOUBLE ARROW RANCH

Tax Code No.	Owner/Address	Legal Description
D-7484	Cattaneo, Anthony R. , etal c/o Anderson, Stuart A. & Kobi G. PO Box 50010 Billings, MT 59105	C/S 1554, Tract 9 Amended Tract 9B-1 1.26 Ac.
	Cattaneo, Anthony R. , etal c/o Anderson, Stuart A. & Kobi G. PO Box 50010 Billings, MT 59105	C/S 1554, Tract 9 Amended Tract 9B-2 1.26 Ac.
	Stanislawek, Stanley & Barbara M. 6335 Hofferber Rd Billings, MT 59105	C/S 2725-Tract 1 8.07 Ac.
	Cook, William & Tina M. c/o Webb, Katherine PO Box 20 Shepherd, MT 59079	C/S 2725-Tract 2 2.00 Ac.
	Reiter, William E. & Arlene J. Rte 3 4619 Chicago Rd Billings, MT 59105	C/S 2430-Tract 1 51.945 Ac.
	State Lands	Section 16, T2N, R27E

1879472

Double Arrow Investments, Inc

TO

Restrictions

Re: Double Arrow Ranch
Sub 1st filingSTATE OF MONTANA, }
County of Yellowstone, } ss.

I hereby certify that the within instrument was filed
in my office for record on this day of
JUN 20 1997 at 2:35 o'clock
PM. Under the above document number.

Witness my hand and official seal

TONY WAVE

County Clerk & Recorder

By Deputy

4800

2065

BILLINGS LAND AND IRRIGATION COMPANY. LAND AND WATER DEED.

This Instrument, Made this First day of August A. D. 1905, by and between the BILLINGS LAND AND IRRIGATION COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Washington, and having its principal office in the city of Seattle, King County, Washington, and a branch office in the City of Billings, Montana, party of the first part, hereinafter called the "Company" and George W. Van Dyke of Chicago, Cook County, Illinois party of the second part, hereinafter called the "purchaser,"

WITNESSETH, That the Company, for and in consideration of the sum of Twenty hundred & five dollars \$2,100.00 Dollars, to it paid by the Purchaser, the receipt whereof is hereby acknowledged, and in further consideration of the annual maintenance fee hereinafter agreed to be paid, and of the other promises and covenants hereinafter contained to be kept and performed by the Purchaser,

HAS BARGAINED, SOLD AND CONVEYED, And, by this instrument, does hereby bargain, sell and convey unto the Purchaser, the following described tract, lot or parcel of land, situate and being in the County of Yellowstone, State of Montana, to-wit:

North-east quarter of the South-west quarter of Section Thirty in (T. 11) Range Twenty-seven (R. 27) East of T. 11, Existing and running through the public land purposes 30 feet on the North side thereof and 20 feet on the East side thereof.

Containing Forty & 1/2 (40.50) acres, more or less, together with the perpetual right to the use of water from the irrigation system of the Company, consisting of main and lateral canals and other works in Yellowstone County, Montana, from the fifteenth day of April to the fifteenth day of October of each year, beginning with the fifteenth day of April, 1906, for the purpose of irrigating the hereinabove described tract of land, and also for stock and domestic purposes incident thereto, at a rate not to exceed one cubic foot of water per second of time for one hundred acres of land, or, for the above described land, fourteen (14) cubic feet of water per second of time, PROVIDED, that the Company shall have the right to make, adopt and enforce reasonable rules and regulations for the supply and distribution of water among those receiving same from the Company, including the Purchaser.

THIS CONVEYANCE AND AGREEMENT are made upon and subject to the following express terms, covenants and conditions, to-wit:

(a) That the Company has reserved, and does hereby reserve, the necessary right-of-way for the location, construction and maintenance of all laterals, flumes, waste and drainage ditches of the Company or of the owner or owners of contiguous land, heretofore constructed or hereafter to be constructed over, through or across the hereinabove described land, for the irrigation or drainage of other lands, with the right and permission to enter upon said lands for the survey, location, construction, operation, enlargement, maintenance and repair of said laterals, flumes, waste and drainage ditches by the owner or owners of contiguous lands. That the Company or the purchasers of contiguous land shall have the right to use and enlarge any ditch or lateral constructed by the Purchaser, provided such use shall not interfere with the flow of said water to the hereinabove described land. That the Purchaser shall at all times, maintain and keep in proper repair, at his own cost and expense, the laterals, waste and drainage ditches through, over or upon the hereinabove described land.

(b) That the Purchaser, his heirs or assigns, shall pay annually, in advance, to the Company, at its office in the City of Billings, Montana, on or before the first day of April in each year until April 1st, 1910, as a maintenance fee, the sum of Forty & 1/2 (40.50) Dollars, the same being not to exceed One Dollar per acre for each acre of the hereinabove described lands, which said maintenance fee shall be a charge and a lien upon the hereinabove described land; and, in case of default in such payment for fifteen days after the same shall become due, the Company, in addition to enforcing the lien hereby given, upon said real estate, shall have the right to refuse, and may at its option, refuse to furnish water to the Purchaser until said maintenance fee and all arrearages shall have been paid, with interest after maturity until paid; and in case an action is instituted to collect such arrearages or enforce its lien, the Purchaser agrees to pay such additional amount as attorney's fees as the Court may adjudge reasonable.

(c) On or before January 1st, 1910, the said irrigation system of the Company, consisting of main and lateral canals and other works situate in the County of Yellowstone, State of Montana, shall be transferred to and become the property of the owners of water rights under the canal—the word owners is intended to mean the holders of water rights sold, and the Company—in proportion to their respective holdings to the whole amount of land that may be irrigated therefrom; at which time they, the said owners, shall organize an operating company under the laws of Montana for the purpose of acquiring, maintaining, operating and keeping in repair the above mentioned irrigation system, and may then levy such assessments or maintenance fees as may be necessary, and when such corporation shall have been organized, then the Company hereby agrees to convey and transfer to the said operating company all of said irrigation system, but shall, in said conveyance or transfer, reserve to itself the right and privilege of diverting and using the surplus water in said canal, and to enlarge all or portions of said canal for the purpose of obtaining surplus water therefrom, but said reservation shall provide that the party of the first part herein, shall bear its proportionate part of the maintenance of said canal from the intake to the point or points of diversion of said surplus water therefrom.

(d) That the Company will survey, locate and construct such ditch or ditches as may be required to carry water to such a point in each quarter section of land sold by the Company, as, in the opinion of the Company, is the most suitable and practicable point for the delivery of water to said quarter section of land. That the Company will locate and construct a division box at said point for the delivery of water to the Purchaser and to other purchasers using water from said ditch or ditches. Said ditch or ditches and division box shall be maintained and kept in proper repair by the owner or owners of the land, on, over, through or across which they extend or are located. That the Company will survey and locate a lateral or laterals from the above mentioned point, in such a manner as, in the opinion of the Company, will most conveniently irrigate the land hereinabove described. Such lateral or laterals and such division boxes as may be necessary shall be constructed by the purchasers.

(e) That the delivery and control of the water furnished to the Purchaser shall, at all times, be under the control of the Company, and the Company shall, at any and all times, have the right to adopt and enforce such rules and regulations as it may deem necessary to facilitate the delivery of said water.

(f) That the Purchaser shall use the water to be supplied by the Company, to irrigate the lands hereinabove described, and for stock and domestic purposes incident thereto, and for no other purpose whatsoever, and that said water shall not be permitted by the Purchaser to be used on any land except the land hereinabove described, nor permitted to run off on contiguous land, nor to spread out in low places of the land hereinabove described, nor in any manner to run to unnecessary waste. The Purchaser shall, without expense to the Company, construct necessary ditches to convey any surplus or waste water to some lateral of the above mentioned irrigation system which may be reached by a gravity flow from the land hereinabove described. But the Purchaser shall not be required to construct such waste ditch or ditches for a greater distance than one-half mile.

(g) That the Company shall not be liable for the scarcity of water caused by unlawful obstruction, hostile diversion, forcible entry, unusually cold weather, drought, flood, or other accident; but, at all times, shall use due diligence in protecting its canal and irrigation system and in keeping the same in proper operation and repair. The Company shall not be liable for any loss or damage caused by seepage or breakage

75 resulting from cloud bursts or other causes. The Company may shut off the water each fall at the close of the irrigation season and at such other
76 times as urgent necessity may require, but, during the irrigation season, shall restore the water in said canals and ditches as speedily as the nature
77 of the case will permit.

78 (h) That, if for any reason, there should be a shortage in the water delivered by the said irrigation system, during the irrigation season,
79 then the amount of water herein contracted to be furnished to the Purchaser shall represent such part of the aggregate quantity of water in the
80 said canal as the full amount of water called for under all water rights contracted and the Purchaser shall receive water in that proportion.

81 (i) That the Company shall have the right to sell water rights from the canal and irrigation system hereinabove mentioned, to an amount
82 equal to the total carrying capacity of said canal and irrigation system.

83 (j) That it is mutually understood and agreed that the right hereby conveyed and the water to be furnished hereunder, forms a part of the
84 appurtenances to said land, and that the right thereto shall be transferable only with the land hereinabove described and shall run therewith, and
85 that all the covenants herein contained to be performed by the Purchaser shall be a lien upon, run with and bind said land, and that upon any
86 breach or violation of said covenants, or any of them, by the Purchaser, his heirs or assigns, the Company may, at its option, declare
87 this agreement at an end and foreclose said lien.

88 (k) That the terms, covenants and conditions herein contained shall inure to the benefit of, extend to and be binding upon, the heirs,
89 executors, administrators, grantees, successors and assigns of the parties hereto.

90 And the party of the first part, for itself, its successors and assigns, covenants to and with the said party of the second part, that the
91 land hereinabove described and by this instrument conveyed, is free and clear from all incumbrances, except taxes and assessments levied since
92 August 1, 1906, and the said party of the first part, its successors and assigns, shall and will warrant and defend
93 the title to the same to the said party of the second part, his heirs or assigns, against the lawful claims and demands of all persons
94 whomsoever, excepting taxes and assessments levied since August 1, 1906, subject however, to the limitations
95 of the water right hereinbefore expressed and contained.

96 IN WITNESS WHEREOF, The said party of the first part has caused these presents to be executed by its president and secretary, there-
97 unto duly authorized, and its corporate seal hereunto affixed, and the said party of the second part has hereunto set its hand and
98 seal, the day and year in this instrument first above written.

BILLINGS LAND AND IRRIGATION COMPANY.



By John Schuman President.

Attest: H. P. Clark Secretary.

George H. Van Dyke Purchaser.

STATE OF Washington } ss.
COUNTY OF King

I, J. A. Johnson, a Notary Public in and for said County and State, do hereby
certify that on this day, personally appeared before me John Schuman, president of the
BILLINGS LAND AND IRRIGATION COMPANY, to me known to be the individual described in and who executed the within instrument as
president of said Company, and acknowledged to me that he signed the same as the free and voluntary act and deed of said Company, as
its president, for the uses and purposes therein mentioned, and that he was, by the by-laws of said Company, duly authorized to execute
said instrument.

Given under my hand and official seal, this 25th day of November, A. D. 1906.

J. A. Johnson
Notary Public in and for the State of Washington
residing at Seattle

STATE OF Montana } ss.
COUNTY OF Gallatin

I, H. P. Clark, a Notary Public in and for said County and State, do hereby
certify that on this day, personally appeared before me H. P. Clark, secretary of the
BILLINGS LAND AND IRRIGATION COMPANY, to me known to be the individual described in and who executed the within instrument as
secretary of said Company, and acknowledged to me that he signed the same as the free and voluntary act and deed of said Company, as its secretary,
for the uses and purposes therein mentioned, and that he was, by the by-laws of said Company, duly authorized to execute said instrument.

Given under my hand and official seal, this 25th day of November, A. D. 1906.

H. P. Clark
Notary Public in and for the State of Montana
residing at Butte

STATE OF Illinois } ss.
COUNTY OF Cook

I, Samuel Mueller, a Notary Public in and for said County and State, do hereby
certify that on this day, personally appeared before me, George H. Van Dyke, to me known to be
the individual described in and who executed the within instrument as the party of the second part thereto, and acknowledged to me that
he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal, this 16th day of November, A. D. 1906.
My Commission Expires Dec 30th 1909

Samuel Mueller
Notary Public in and for the State of Illinois
residing at 561 S. Ashland St. Chicago

Filed for Record the 5th day of February, 1906, at 5:30 o'clock P.M.

J. H. Fox Recorder.
By _____ Deputy Recorder.

DEPARTMENT OF ENVIRONMENTAL QUALITY
PERMITTING AND COMPLIANCE DIVISION

MARC RACICOT, GOVERNOR

METCALF BUILDING
1520 E SIXTH AVE



STATE OF MONTANA

(406)444-3080
FAX (406)444-1374

March 23, 1998

PO BOX 200901
HELENA, MONTANA 59620-0901

BILL RECTOR
940 SILVER BELL CIRCLE
BILLINGS MT 59105

RE: DOUBLE ARROW RANCH 1ST FILING
YELLOWSTONE COUNTY
E.Q. #98-2266

Dear Mr. Rector:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal facilities, and storm drainage (if any) for the above-referenced division of land have been reviewed as required by ARM Chapter 17 Section 36 and have been found to be in compliance with those acts.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed with the Plat at the office of the county clerk and recorder. The duplicate is for your personal records.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement, primarily with regard to informing any new owner as to inherent limitations which have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

Development of the approved subdivision may require a General Discharge Permit for Storm Water Associated with Construction Activity. Please contact General Permits Section at (406) 444-3080 for more information. Failure to obtain this permit (if required) prior to development can result in significant penalties.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in cursive script, reading "Dennis P. McKenna".

Dennis P. McKenna
Supervisor
Subdivision Section
Water Protection Bureau

DM/kw

cc: County Sanitarian
County Planning Board

PLAT.I

"AN EQUAL OPPORTUNITY EMPLOYER"

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

TO: County Clerk and Recorder
Yellowstone County
Billings, Montana

E.Q. #98-2266
108D

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Double Arrow Ranch, First Filing**,

A tract of land located in Section 15, Township 2 North, Range 27 East, P.M.M.,
Yellowstone County, Montana

consisting of 11 lots have been reviewed by personnel of the Permitting and Compliance Division,
and,

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

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

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

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

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

THAT data provided indicates an acceptable water source at a depth of 265-282 feet, and,

THAT the level of Total Dissolve Solids in the water is 1550 ppm, a high level which may impart
an unpleasant taste to the water and implies high level of other water constituents. Sodium of
sulfate levels should be checked since they are often high when the level of specific conductivity is
high, and,

THAT the level of chlorides in the water is 497 ppm, a high level which may impart an unpleasant
taste to the water, and,

Page 2 of 3
Double Arrow Ranch, First Filing
Yellowstone County
E.Q. #97-1451A

THAT the individual sewage treatment systems shall consist of a septic tank and a subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapter 1, 3, and 6 ARM, and,

THAT the subsurface drainfields on Lot 10, Block 2; Lots 1, 4, 5, 6, 7 and 8, Block 1 shall have an absorption area of 170 square feet per bedroom, and,

THAT the subsurface drainfields on Lots 1 and 3, Block 2 shall have an absorption area of 150 square feet per bedroom and that the subsurface drainfield on Lot 2, Block 1 shall have an absorption area of 140 square feet per bedroom, and,

THAT the length of the drainfield laterals shall not be less than 87 feet, and,

THAT the bottom of the drainfield trenches shall be constructed at a depth of 48 inches (4 feet) and in compliance with Circular WQB 6, and,

THAT use of water softeners is restricted, and,

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

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

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

THAT the developer and/or owner shall provide each purchaser of property with a copy of the plat, approved location of water supply and sewage treatment system and a copy of this document, and,

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

THAT this Certificate supersedes Certificate No. 97-1451 dated the 9th day of May, 1997, and all previous copies should be marked superseded or removed from files, and,

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

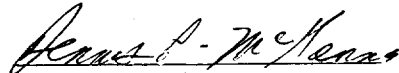
Page 3 of 3
Double Arrow Ranch, First Filing
Yellowstone County
E.Q. #97-1451A

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

DATED this 18th day of March, 1998.

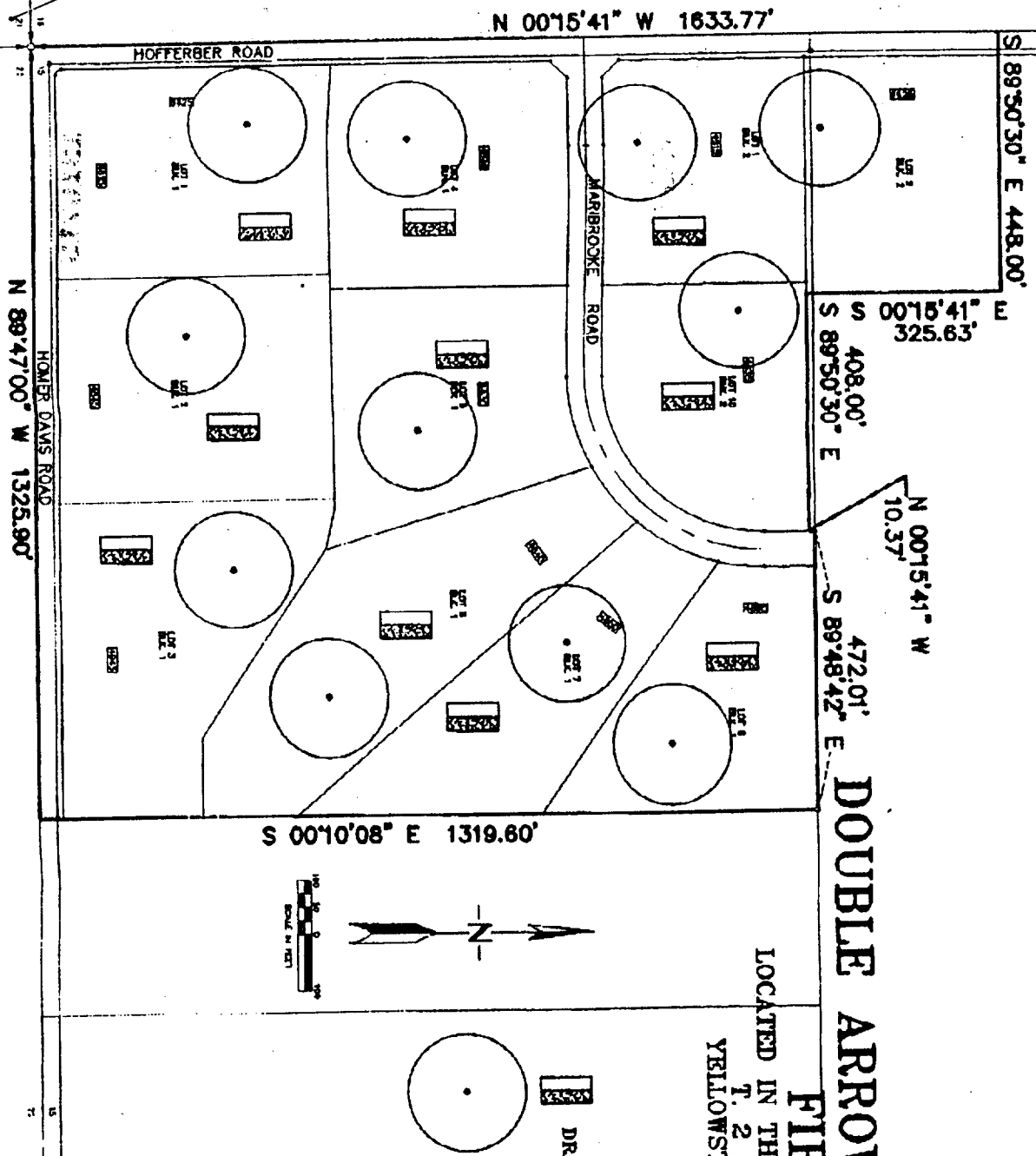
MARK SIMONICH
DIRECTOR

By:



DENNIS MCKENNA
SUPERVISOR
SUBDIVISION SECTION
WATER PROTECTION BUREAU
DEPARTMENT OF ENVIRONMENTAL
QUALITY

Owner's Name: Double Arrow Development



DOUBLE ARROW RANCH SUBDIVISION FIRST FILING

LOCATED IN THE W1/2 SW1/4 OF SECTION 15
T. 2 N., R. 27 E., P.M.M.,
YELLOWSTONE COUNTY, MONTANA
JUNE, 1997

DRAINFIELD LOCATIONS

DOMESTIC WELLS

APPROVED
Montana Department of
Environmental Quality
Permitting and Compliance Division
[Signature]
Date 3/23/98
Reviewer

MORRISON MATERIAL, INC.		DRILL LOGS	
130 CHASE AVE. BUTTE, MT 59701	DATE	1/4 SEC	SECTION
25-2	DATE	1	2
		3	4
		5	6
		7	8
		9	10
		11	12

1916719

Attor Gen &
Shaw

vs

Restitutions
app Laundry

STATE OF MONTANA, }
County of Yellowstone, } ss.

This instrument was filed in my office
this day of MAR 27, 1908

at 12:30 o'clock P. M.

TOWNSEND

Clerk & Reporter

By Nick & Wick Deputy

77

DEPARTMENT OF ENVIRONMENTAL QUALITY
PERMITTING AND COMPLIANCE DIVISION

MARC RACICOT, GOVERNOR

METCALF BUILDING
1520 E SIXTH AVE



STATE OF MONTANA

(406) 444-3080
FAX (406) 444-1374

June 4, 1998

PO BOX 200901
HELENA, MONTANA 59620-0901

ROBERT STOLTZ
MORRISON MAIERLE
2020 GRAND AVE
BILLINGS MT 59102

RECEIVED

JUN 5 1998

Morrison Maierle, Inc
Billings, MT

RE: DOUBLE ARROW RANCH 1ST FILING
YELLOWSTONE COUNTY
E.Q. #98-2266A

Dear Sir:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal facilities, and storm drainage (if any) for the above-referenced division of land have been reviewed as required by ARM Chapter 17 Section 36 and have been found to be in compliance with those acts.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed with the Plat at the office of the county clerk and recorder. The duplicate is for your personal records.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement, primarily with regard to informing any new owner as to inherent limitations which have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

Dennis P. McKenna

Dennis P. McKenna
Supervisor
Subdivision Section
Water Protection Bureau



3006773

Page: 1 of 3
06/09/1998 11:19A

Yellowstone County HEALTH 0.00

DM/ms

cc: County Sanitarian
County Planning Board
PLATI



3006773

Page: 2 of 5
08/08/1998 11:19A

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

TO: County Clerk and Recorder
Yellowstone County
Billings, Montana

E.Q. #98-2266A
114D

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Double Arrow Ranch, First Filing**,

A tract of land located in Section 15, Township 2 North, Range 27 East, P.M.M.,
Yellowstone County, Montana

consisting of 11 lots have been reviewed by personnel of the Permitting and Compliance Division,
and,

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

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

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

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

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

THAT data provided indicates an acceptable water source at a depth of 265-282 feet, and,

THAT the level of Total Dissolved Solids in the water is 1550 ppm, a high level which may
impart an unpleasant taste to the water and implies high level of other water constituents. Sodium
or sulfate levels should be checked since they are often high when the Total Dissolved Solids level
is high, and,

THAT the level of chlorides in the water is 497 ppm, a high level which may impart an unpleasant
taste to the water, and,



3006773

Page: 3 of 5
06/09/1998 11:19A

Page 2 of 3
Double Arrow Ranch, First Filing
Yellowstone County
E.Q. #98-2266A

THAT the individual sewage treatment systems shall consist of a septic tank and a subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapter 1, 3, and 6 ARM, and,

THAT the subsurface drainfields on Lot 10, Block 2; Lots 1, 4, 5, 6, 7 and 8, Block 1 shall have an absorption area of 170 square feet per bedroom, and,

THAT the subsurface drainfields on Lot 1, Block 2; Lot 3, Block 1 shall have an absorption area of 150 square feet per bedroom and that the subsurface drainfield on Lot 2, Block 1 shall have an absorption area of 140 square feet per bedroom, and,

THAT the length of the drainfield laterals shall not be less than 87 feet, and,

THAT the bottom of the drainfield trenches shall be constructed at a depth of 48 inches (4 feet) and in compliance with Circular WOB 6, and,

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

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

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

THAT the developer and/or owner shall provide each purchaser of property with a copy of the plat, approved location of water supply and sewage treatment system and a copy of this document, and,

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

THAT this Certificate supersedes Certificate E.Q. #98-2266 dated the 18th day of March, 1998, and all previous copies should be marked superseded or removed from files, and,

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



3006773
Page: 4 of 5
06/09/1998 11:19A

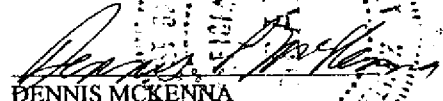
Page 3 of 3
Double Arrow Ranch, First Filing
Yellowstone County
E.Q. #98-2266 A

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

DATED this 4th day of June, 1998.

MARK SIMONICH
DIRECTOR

By:


DENNIS MCKENNA
SUPERVISOR
SUBDIVISION SECTION
WATER PROTECTION BUREAU
DEPARTMENT OF ENVIRONMENTAL
QUALITY

Owner's Name: Double Arrow Development

1947-1950 1951-1954 1955-1958 1959-1962 1963-1966 1967-1970



LOCATED IN THE W1/2 SW1/4 OF SECTION 15
T. 2 N., R. 27 E., P.M.M.,
YELLOWSTONE COUNTY, MONTANA
JUNE, 1997

DOMESTIC WELLS

Yellowstone County HEALTH 8.00

3006773
Page: 5 of 5
06/09/1998 11:19A

MOORESON NATIONAL CORP.	PLANT NAME	DRUMM, LAMAR, LAMAR
2300 DRUMM AVE. LAMAR, UT 84042	1/4 SEC.	STARTING DATE 07-85
	30"	SECTION
	11"	COMPLET
	24"	DATE

DEPARTMENT OF ENVIRONMENTAL QUALITY
PERMITTING AND COMPLIANCE DIVISION

MARC RACICOT, GOVERNOR

METCALF BUILDING
1520 E SIXTH AVE



STATE OF MONTANA

(406) 444-2479
FAX (406) 444-1374

May 8, 1997

PO BOX 200901
HELENA, MONTANA 59620-0901

MORRISON MAIERLE
2020 GRAND AVE
BILLINGS MT 59102

RE: DOUBLE ARROW RANCH 1ST FILING
YELLOWSTONE COUNTY
E.Q. #97-1451

Dear Sir:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal facilities, and storm drainage (if any) for the above-referenced division of land have been reviewed as required by ARM Chapter 17 Section 36 and have been found to be in compliance with those acts.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed with the Plat at the office of the county clerk and recorder. The duplicate is for your personal records.

Your copy is to inform you of the conditions of the approval (Please note that you have specific responsibilities according to the plat approval statement, primarily with regard to informing any new owner as to inherent limitations which have been imposed).

Development of the approved subdivision may require a General Discharge Permit for Storm Water Associated with Construction Activity. Please contact Roxann Lincoln at (406) 444-5338 for more information. Failure to obtain this permit (if required) prior to development can result in significant penalties.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dennis McKenna", written over a horizontal line.

for Dennis McKenna, Supervisor

Subdivision Section

Water Protection Bureau

DM/ms

cc: County Sanitarian

County Planning Board

PLAT.I

"AN EQUAL OPPORTUNITY EMPLOYER"

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

TO: County Clerk and Recorder
Yellowstone County
Billings, Montana

E.Q. #97-1451
504L

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as Double Arrow Ranch, First Filing,

A tract of land located in Section 15, Township 2 North, Range 27 East, P.M.M., Yellowstone County, Montana

consisting of 11 lots have been reviewed by personnel of the Permitting and Compliance Division, and,

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

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

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

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

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

THAT data provided indicates an acceptable water source at a depth of 265 - 282 feet, and,

THAT the level of Total Dissolve Solids in the water is 1550 ppm, a high level which may impart an unpleasant taste to the water and implies high level of other water constituents. Sodium or sulfate levels should be checked since they are often high when the level of specific conductivity is high, and,

THAT the level of chlorides in the water is 497 ppm, a high level which may impart an unpleasant taste to the water, and,

THAT the individual sewage treatment systems shall consist of a septic/dosing tank and a pressure dosed subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT each subsurface drainfield shall have an absorption area of sufficient size for an application rate of 0.44 gallons per day per square foot, and,

Page 2 of 2
Double Arrow Ranch First Filing
Yellowstone County
E.Q.#97-1451

THAT the length of the drainfield laterals shall not be less than 87 feet, and

THAT due to the potentially low permeability in the soils, each septic system shall be installed with in-line effluent filter and shall be strictly maintained, and,

THAT use of water softeners is restricted, and,

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

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

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

THAT the developer and/or owner shall provide each purchaser of property with a copy of the plat, approved location of water supply and sewage treatment system and a copy of this document, and,

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

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

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

DATED this 9th day of May, 1997.

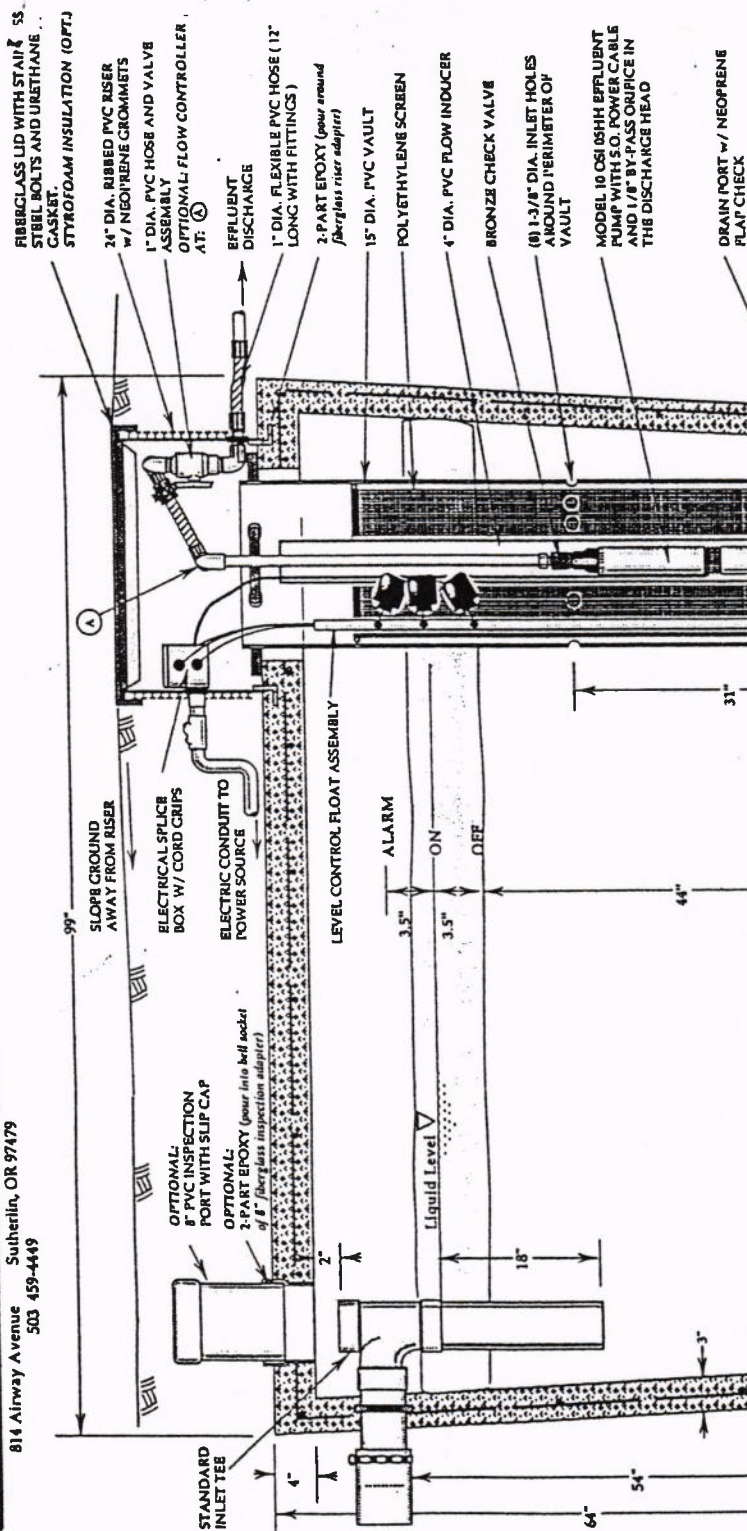
MARK SIMONICH
DIRECTOR

By: *Dennis McKenna*
for Dennis McKenna, Program Manager
Subdivision Section
Permitting and Compliance Division
Department of Environmental Quality

Owner's Name: Double Arrow Development

ORENCO SYSTEMS[®], INC.

814 Airway Avenue Sutherlin, OR 97479
503 459-4449



STEPS (SEPTIC TANK EFFLUENT PUMP SYSTEM)
SIDE VIEW TYPICAL 1000 GALLON TANK w/ MF-3A LEVEL CONTROL FLOAT ASSEMBLY
NOTE: The control panel used with this system is the S-1

drawing 1

© 1995, Orenco Systems Inc.
U.S. Patent # 4,433,323

A2

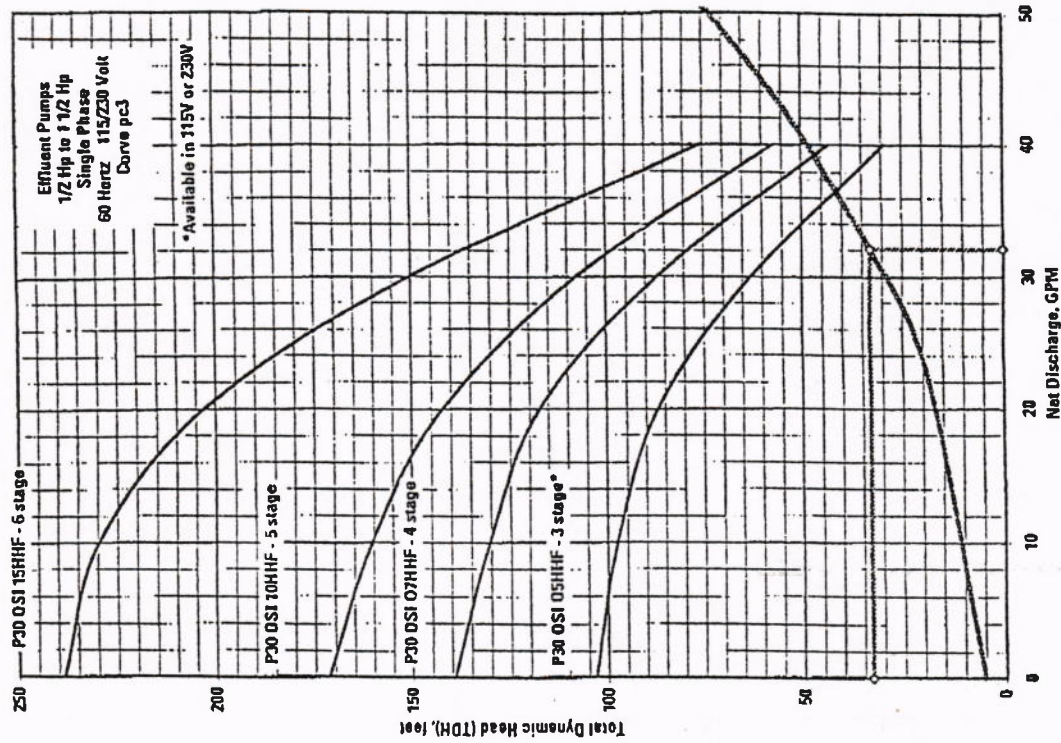
Prepared for you by OSI
Pump Selection for Pressurized System
 Curve pc3

Orifice Size	0.125 inches
Residual Head at Last Orifice	3.00 feet
Lateral Length	87 feet
Total Number of Laterals per Cell	3
Orifice Spacing	8.20 feet
Distributing Valve Model (# of Zones)	none
Lift to Manifold	5 feet
Discharge Assembly Size	1.00
Transport Line Size	1.50 inches
Pipe Class/Schedule	40
Transport Length	10 feet
Manifold Size	1.50 inches
Pipe Class/Schedule	40
Distribution Header Length	20 feet
Lateral Size	1.50 inches
Pipe Class/Schedule	40
Flowmeter	none

Calculation:	
Minimum Flow Rate per Orifice	0.76 gpm
Number of Orifices per Zone	42
Total Actual Flow Rate	32.2 gpm
Number of Lines per Zone	3
Total Dynamic Head:	
Lift to Manifold	5.0 feet
Residual Head at Last Orifice	3.0 feet
Frictional Head Losses:	
Head Loss in Transport Pipe	0.6 feet
Head Loss through Discharge Assembly	23.8 feet
Head Loss in Manifold	0.3 feet
Head Loss in Laterals	0.3 feet
No 'Add-on' friction losses	0.0 feet
Head Loss through Distributing Valve	0.0 feet
Head Loss through Flowmeter	0.0 feet
None Used	None Used
None Used	None Used

Size Pump for:
TOTAL FLOW RATE 32.2 gpm
TOTAL DYNAMIC HEAD 33.0 feet

**PUMP FOR PRESSURE DRAINFIELD
 BLOCK 1, LOTS 2, 3, 5, 6, 7, AND 8
 PROJECT: ROB STOLZ SAND FILTER PUMP**



Oreco Systems[®]
 Incorporated

814 AIRWAY AVENUE
 SUTHERLIN, OREGON
 97175-3012

TELEPHONE
 (541) 459-4443

FACSIMILE
 (541) 459-7284

Diagram illustrating the cross-section of a manhole assembly. The assembly includes a DISTRIBUTION PIPE (bottom), a 3" PERFORATED INSPECTION PIPE (middle), and an OPEN BOTTOM. The top section is labeled INSPECTION CAP. The area between the pipes is labeled BACKFILL. Dimensions shown are 4" (width of the top section), 8" (width of the middle section), 3' (length of the middle section), and 1.5' (height of the top section). A label "WITHIN 1" OF TOP OF PLUG" points to the top of the inspection cap.

$$\textcircled{\frac{A}{3}}$$

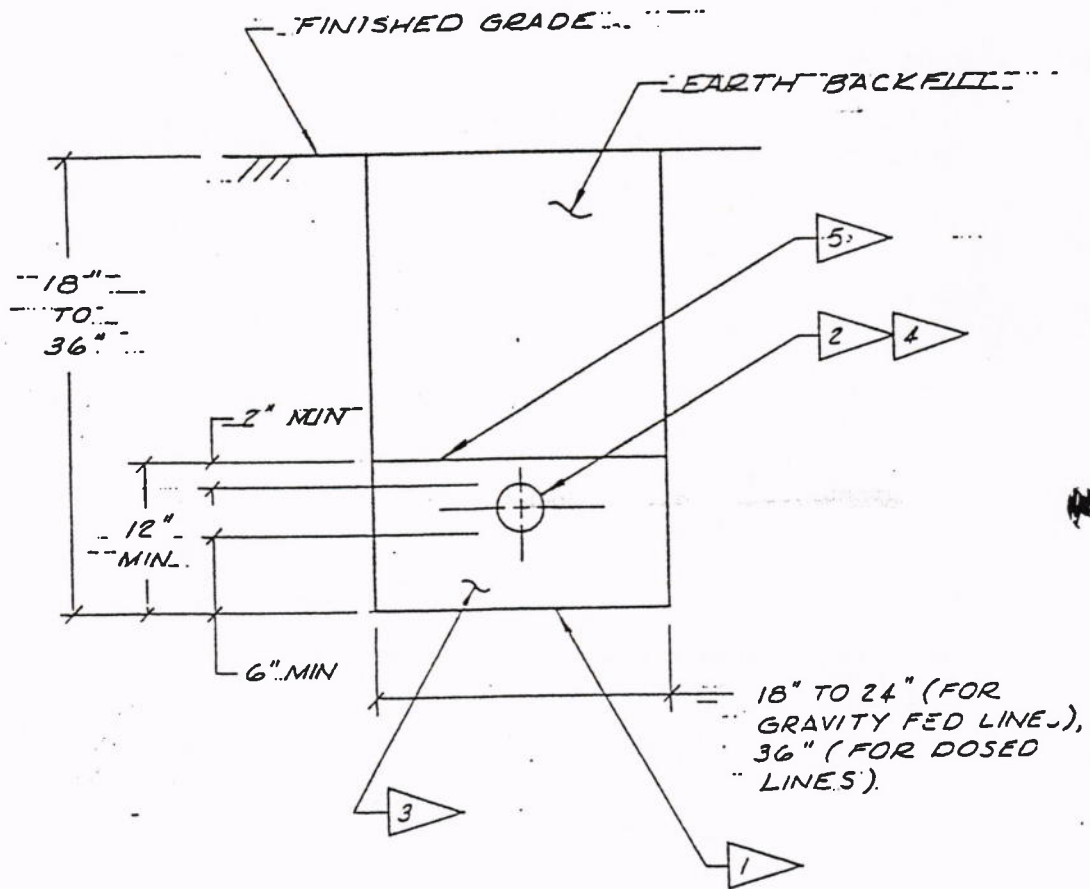


FIGURE 60.1 - ABSORPTION FIELD TRENCH
REQUIREMENTS

NOTES

1.

Gravity fed and dosed trench bottoms shall be level.

2.

Gravity fed distribution lines shall be fabricated from 4 inch nominal diameter ASTM D 2729 or ASTM D 3034 PVC sewer pipe with perforations per ASTM D 2729.

3.

Gravel or crushed stone. It shall be washed and shall range in size from 3/4 to 2 1/2 inches. The material shall be hard and resistant to slaking or dissolution.

4.

Gravity fed and dosed distribution lines shall be level.

5.

Gravel shall be covered with either synthetic drainage fabric or several layers of untreated building paper. Five inches of straw may be used when these materials are unavailable.

6.

Sides and bottoms of trenches shall be raked to scarify any smeared soil surfaces. Construction equipment not needed to construct the system should be kept off the area to be utilized for the absorption trenches to prevent undesirable compaction of the soils. Construction shall not be initiated when the soil moisture content is high. If a fragment of soil occurring approximately nine inches below the surface can easily be rolled into the shape of a wire, the soil moisture content is too high for construction purposes.

FIGURE 60.1 - ABSORPTION FIELD TRENCH REQUIREMENTS (continued)

FIRST FILING

UNPLATTED

UNPLATTED
N 1/2 SW 1/4 OF SECTION 15

S 89°50'30" E 448.06

NOTES:

- 1) CASH EQUIVALENT TO BE PAID BY LESSEE
- 2) PERM. FERT. & PEST. CONTROL
- 3) GROSS ACRES = 43.53
- 4) NET ACRES = 34.11
- 5) 11 RESIDENTIAL LOTS
- 6) MIN. BIZ. = 3.07 ACRES
- 7) MAX. BIZ. = 6.46 ACRES

INDEX

- SET CORNER - 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "CORNER-MIDDLE/CRCL"
- FOLDED CORNER - AS NOTED
- 11 THICKS CORNER
- CORNER ANCHORS

DUNFELD LOCATION

VICTORY MAP
SCALE: 1-5000

CERTIFICATE OF PAYMENT

Interviewed and Found to be in
Substantial Compliance
with LEQ Standards
CARE ASSOCIATES
John Fisher 4-17-97
by APPROVED
MONTANA DEPARTMENT OF
ENVIRONMENTAL QUALITY

Name _____ Date _____

N 00°15'41" W 1633.77' EAST LINE OF SECTION 15

HOMER DAVIS ROAD 48' WIDE
N 89°47'00" W 1325.90'

S 00°10'08" E 1319.60'

TRACT 3A
C/S 152

CERTIFICATE OF EDUCATION

STATE OF MONTANA
County of Yellowstone

CERTIFICATE OF PAYMENT

Interviewed and Found to be in
Substantial Compliance
with LEQ Standards
CARE ASSOCIATES
John Fisher 4-17-97
by APPROVED
MONTANA DEPARTMENT OF
ENVIRONMENTAL QUALITY

Name _____ Date _____

[illegible]

On the _____ day of _____ 19____, before me a Notary Public for the State of Missouri, personally appeared Gerald A. Pfeiffer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

NOTAS

STATE OF MONTANA
County of Yellowstone

It will be essential that we

11

MEASUREMENT OF CHLORIDE AND

1000

/

Document No. _____

1

AND AVE BILLINGS, MT 5
 YOU 3 DATE NOV-1981
 15-31A

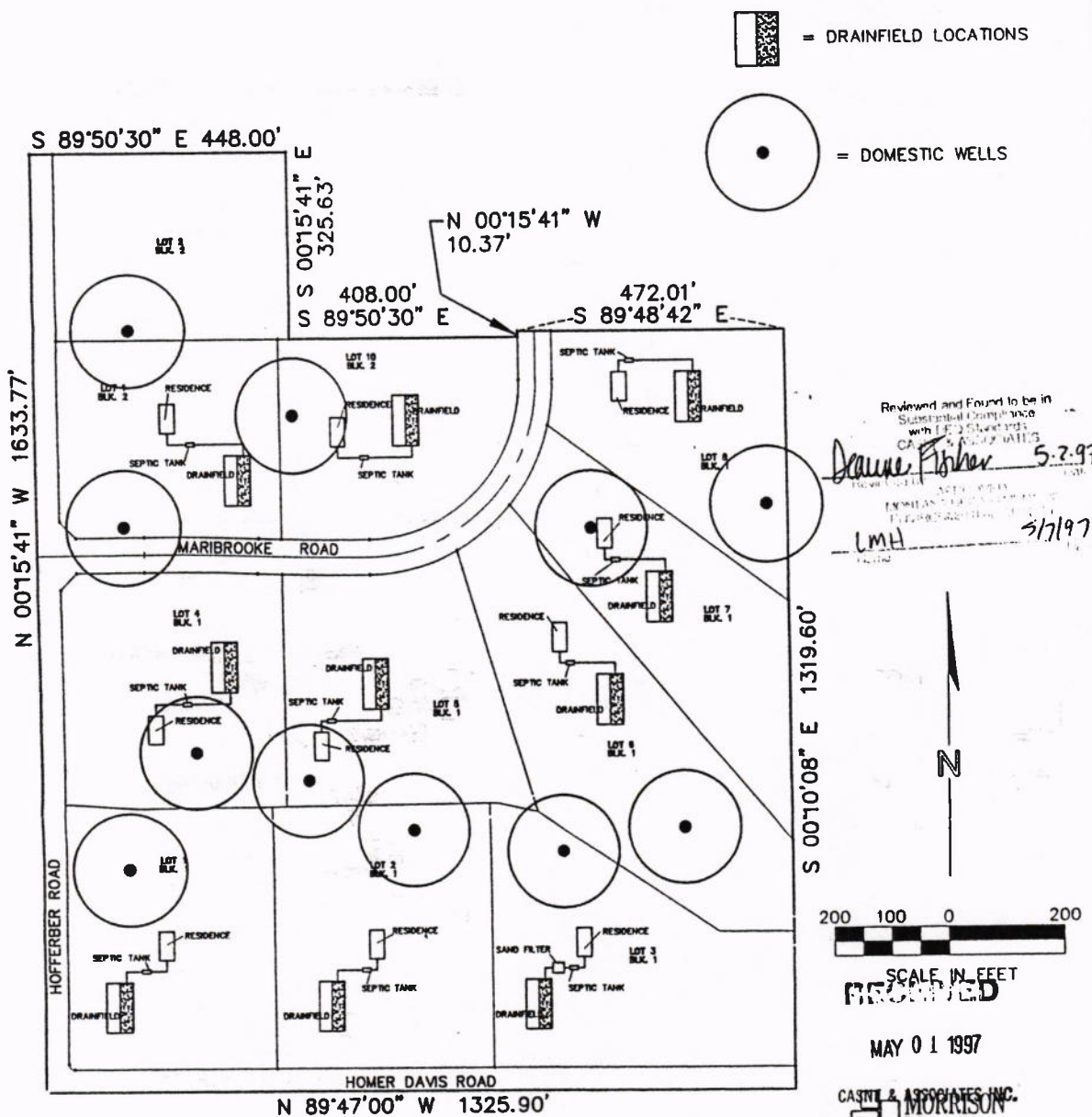
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11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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[illegible]

DOUBLE ARROW RANCH SUB. FIRST FILING

LOCATED IN SECTION 15
T. 2 N., R. 27 E., P.M.M.,
YELLOWSTONE COUNTY, MONTANA
APRIL, 1997



REQUIRED SANITARY SEWER SYSTEM FOR FIRST FILING
DOUBLE ARROW ARROW RANCH SUBDIVISION

RECEIVED

MAY 01 1997

CASNE & ASSOCIATES INC.

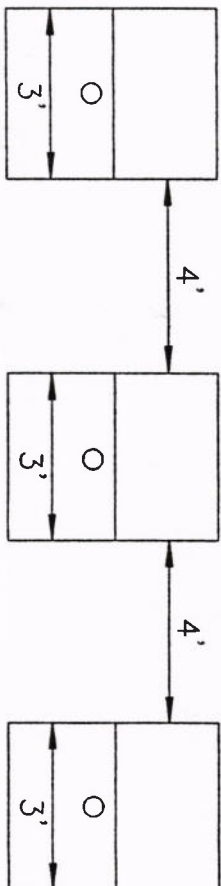
RESIDENCE

10' LF 1 1/2" SCHEDULE 80

10' LF 4" PVC

SEPTIC TANK (1000 GAL CAPACITY)
EQUIPPED WITH DOSING PUMP CAPABLE
OF 30 GPM WITH 5' LIFT.
SEE DETAIL A1 FOR SEPTIC TANK

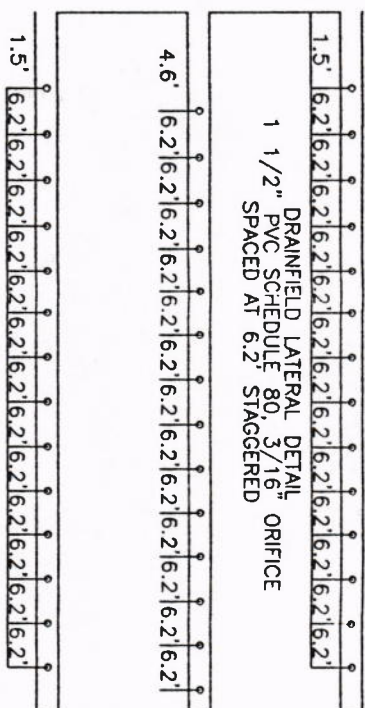
THREE 1 1/2" LATERALS 87 LF EACH
1 1/2" PVC SCHEDULE 80, 3/16" ORIFICE
ORIFICE SPACED AT 6.2' STAGGERED



END TRENCH CROSS SECTION
SEE FIGURE 60.1 FOR DIMENSIONS

1) GRAVEL OR CRUSHED STONE SHALL BE
WASHED AND SHALL RANGE IN SIZE FROM
THREE-FOURTHS TO TWO AND ONE-HALF
INCHES. GEOTEXTILE MATERIAL FOR COVERING
THE TRENCH SHALL BE SYNTHETIC DRAINAGE
FABRIC MATERIAL, NON-POUROUS.

DRAINFIELD LATERAL DETAIL
1 1/2" PVC SCHEDULE 80, 3/16" ORIFICE
SPACED AT 6.2' STAGGERED



- NOTES:
- 1) PRESSURE DISTRIBUTION SYSTEM SHALL BE FIELD TESTED TO DEMONSTRATE UNIFORM FLOW IN ACCORDANCE WITH WQB 4 60.710.
 - 2) DISTRIBUTION PIPES AT THE CORNERS AND SIDE MIDPOINTS OF Dosed DRAINFIELDS SHOULD HAVE CAPPED INSPECTION RISERS THAT TERMINATE SLIGHTLY BELOW GROUND SURFACE IN ACCORDANCE WITH WQB 4 60.707 SEE DETAIL A3 FOR INSPECTION RISERS.
 - 3) DRAINFIELD LATERAL ORIFICES ARE TO BE 3/16" DIAMETER AND SPACED AT 6.2'. THESE ARE TO BE STAGGERED ALONG THE BOTTOM OF THE LATERAL AND LATERAL CONSTRUCTION TO BE IN ACCORDANCE WITH WQB 4 AND 5.
 - 4) CONSTRUCTION OF SANITARY SEWER SYSTEM TO BE CONSTRUCTED IN ACCORDANCE WITH WQB 4 AND WQB 5 STANDARDS.
 - 5) DRAINFIELD LATERALS TO BE CONSTRUCTED LEVEL.

MORRISON
MAIERLE, INC.
An Engineering-Design Company

5/1/97

Reviewed and Found to be in
Submittal Code 5/1/97
5/1/97

1679473

Style Board of Health

To
Resheikhan

E: Appeal of
Sanitary

STATE OF MONTANA, }
County of Yellowstone, }

This instrument was filed in my office
this 21 day of JUN 20 1997
at 2:36 o'clock P M.

T. J. NAVP

County Clerk & Recorder

By [Signature] Deputy

N/E