



PROPERTY PROFILE

6148 Arthur Avenue, Billings, MT 59106

Alicia Donovan

Montana Real Estate Brokers

406-690-8687

alicia@soldmontana.net

PROPERTY PROFILE PREPARED FOR YOU BY:

TRINA MAURER

TRINA@FIRSTMONTANATITLE.COM

406.869.9676



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

DATE: September 28, 2021

PROPERTY PROFILE

RECORD OWNER: David Kincaid and Holly Kincaid

ADDRESS: 6148 Arthur Avenue, Billings MT 59106

TRUST INDENTURES/MORTGAGES/CONTRACTS: See Attached

TAX INFORMATION: C16774 See attached.

RESTRICTIONS: See Attached

LEGAL DESCRIPTION:

Lot 7, Block 3, of Hesper Meadows Subdivision, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3685490.

RETURN TO:
DAVID KINCAID and HOLLY KINCAID
3051 Western Bluffs Boulevard
Billings, Montana 59106
B-30120E

WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, on this 24 day of June, 2014, the undersigned, MK DEVELOPMENT, LLC, a Montana limited liability company, (Grantor), hereby grants unto DAVID KINCAID and HOLLY KINCAID, as joint tenants with right of survivorship, of 3051 Western Bluffs Boulevard, Billings, Montana 59106, (Grantees), the following real property in Yellowstone County:

Lot 7, Block 3, of Hesper Meadows Subdivision, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3685490.

TO HAVE AND TO HOLD unto Grantees, their heirs and assigns forever, subject, however to:

- a. All reservations and exceptions in patents from the United States and the State of Montana;
- b. All easements and rights-of-way of record;
- c. All building, use and zoning restrictions;
- d. All outstanding mineral interests of record;
- e. Taxes and assessments for the year of 2014 and thereafter.

EXCEPT with reference to the items referred to in paragraphs (a) to (e) inclusive, this Deed is given with the usual covenants expressed in Section 30-11-110, MCA.

IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first hereinabove written.

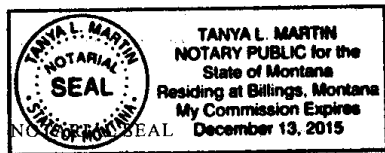
MK DEVELOPMENT, LLC

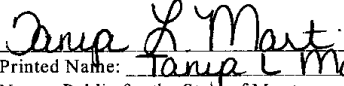

By: Jim Kisling
Its: Member

STATE OF MONTANA)
 : ss.
County of Yellowstone)

SUBSCRIBED, ACKNOWLEDGED and SWORN to me this 24 day of June, 2014, by Jim Kisling as Member of MK DEVELOPMENT, LLC, a Montana limited liability company, known to me to be the person 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 Notarial Seal the day and year first above written.




Printed Name: Tanya L Martin
Notary Public for the State of Montana
Residing at Billings, MT
My Commission Expires: 12/13/2015
(mm/dd/yy)

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

TO: County Clerk and Recorder
Yellowstone County
Billings, Montana

E.Q. #12-1566
Y.C. # 2698

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **HESPER MEADOWS SUBDIVISION**:

Being Tract B of Certificate of Survey No. 2001 situated in the NW ¼ of Section 20, T.1S, R.25E, PMM, Yellowstone County, Montana

consisting of 24 lots that have been reviewed by personnel of the Permitting and Compliance Division, and,

THAT the documents and data required by ARM Chapter 17 Section 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 filed with the county clerk and recorder will not be further altered without approval, and,

THAT each lot shall be used for one (1) Single Family Dwelling, and,

THAT the water system for each Lot shall consist of a **new well** drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, Title 36, Chapter 21, Subchapter 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT data provided indicates an acceptable water source at a depth of approximately 30-50 feet, and,

THAT each individual sewage treatment system shall consist of a subsurface wastewater disposal system consisting of a **septic tank** with an effluent filter and a **subsurface drainfield** of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,



THAT the subsurface drainfield for **Lots 4, 5, Block 2; Lots 4, 8, Block 3; and Lots 2, 5, 6, Block 4** shall have an absorption area of sufficient size to provide for a **0.3 gpd/ft.sq.** application rate, and,

THAT the subsurface drainfield for **Lots 1, 5, 6, Block 3; and Lot 4, Block 4** shall have an absorption area of sufficient size to provide for a **0.4 gpd/ft.sq.** application rate, and,

THAT the subsurface drainfield for **Lots 1-4, Block 1; Lots 1-3, Block 2; Lots 2, 3, 7, Block 3; and Lots 1, 3, 7, Block 4** shall have an absorption area of sufficient size to provide for a **0.5 gpd/ft.sq.** application rate 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 the depth to the bottom of the drainfield trenches on all Lots within Block 1 shall not exceed 18" and the remaining Lots within Blocks 2, 3, and 4 shall be limited to a maximum drainfield trench depth of 24", and,

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

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

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

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

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

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

THAT plans and specifications for any proposed or replacement sewage treatment systems will be reviewed and approved by the Yellowstone County Health Department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

PAGE 3 of 3
HESPER MEADOWS
O'DONNELL
YELLOWSTONE CO.

HEALTH **3685493**
10/01/2013 11:04 AM Pages: 3 of 7 Fees: 0.00
Jeff Martin Clerk & Recorder, Yellowstone MT

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.

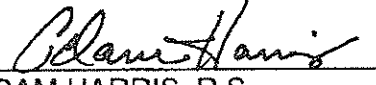
THAT pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the reviewing authority under Title 76, Chapter 4, MCA, and local health officer having jurisdiction, before filing a subdivision plat with the county clerk and recorder.


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

DATED this 11th day of April, 2012.

Richard H Opper
Director

REVIEWED AND APPROVED:

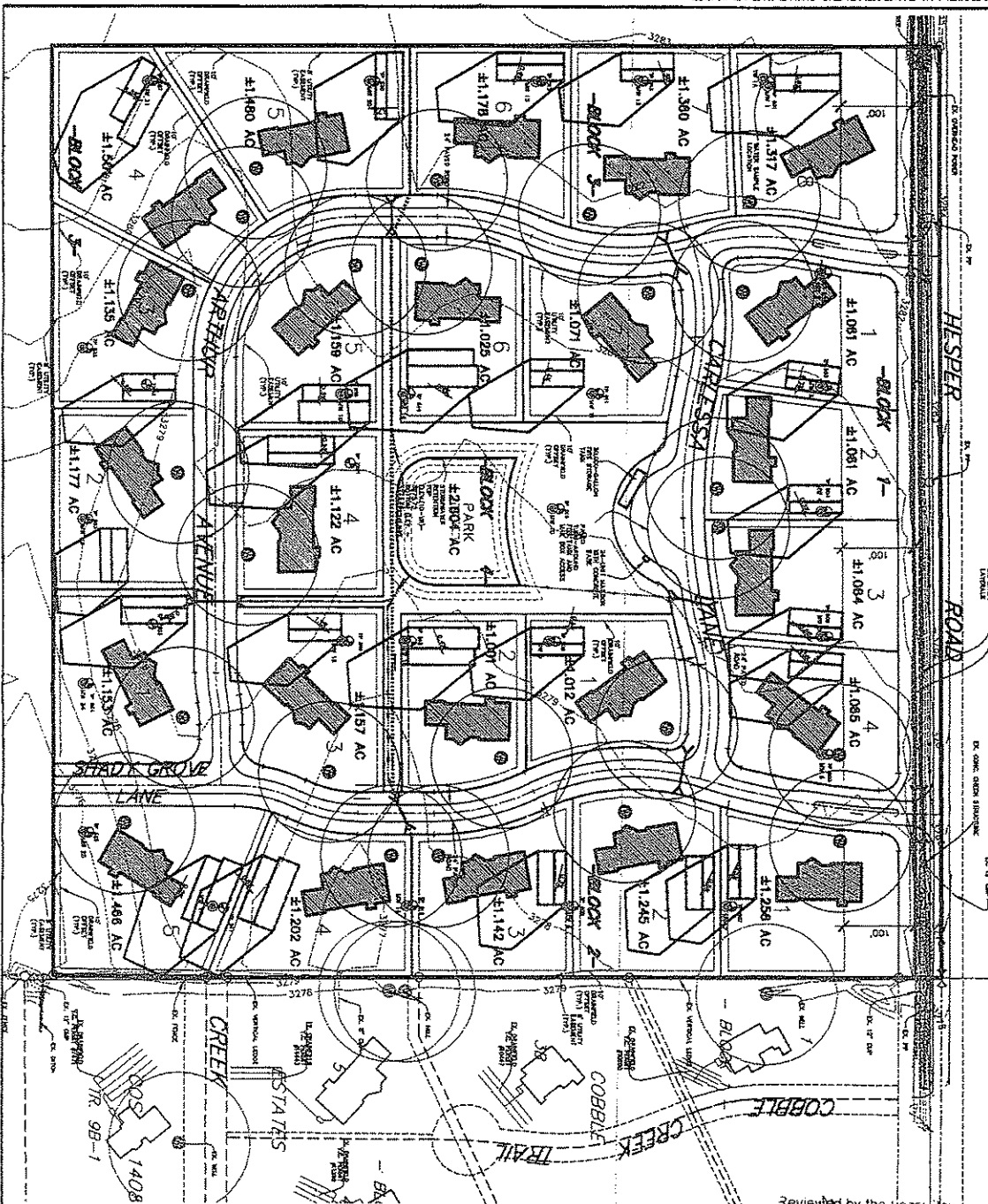

ADAM HARRIS, R.S.
ENVIRONMENTAL HEALTH PROGRAM
YCCHD


STEVE KILBREATH, SUPERVISOR
SUBDIVISION SECTION
PERMITTING & COMPLIANCE DIVISION
DEPARTMENT OF ENVIRONMENTAL
QUALITY



Owner's Name: O'Donnell & O'Donnell, LLC

PREPARED FOR : JIM & TIM O'DONNELL
SANDERSON STEWART
UNPLATTED



LEGEND

REPLACEMENT PRIMARY

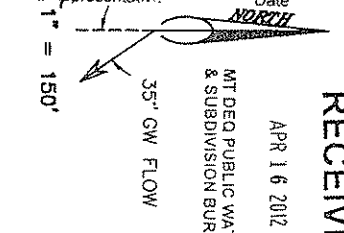
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VICINITY MAP
NOT TO SCALE

23	24	25
13	14	15
12	11	10
17	16	15
18	19	20
17	16	15
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24	25	26
27	28	29
30	31	32

72nd St. W
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Reviewed by the Local Reviewing Authority
Under contract with the
Department of Environmental Quality / PCD
Local Reviewer: Donna Huntz Date: 4/10/12
Accepted under contract
Date: 4/16/12
Representative: [Signature]
Scale: 1" = 150'



UNPLATTED

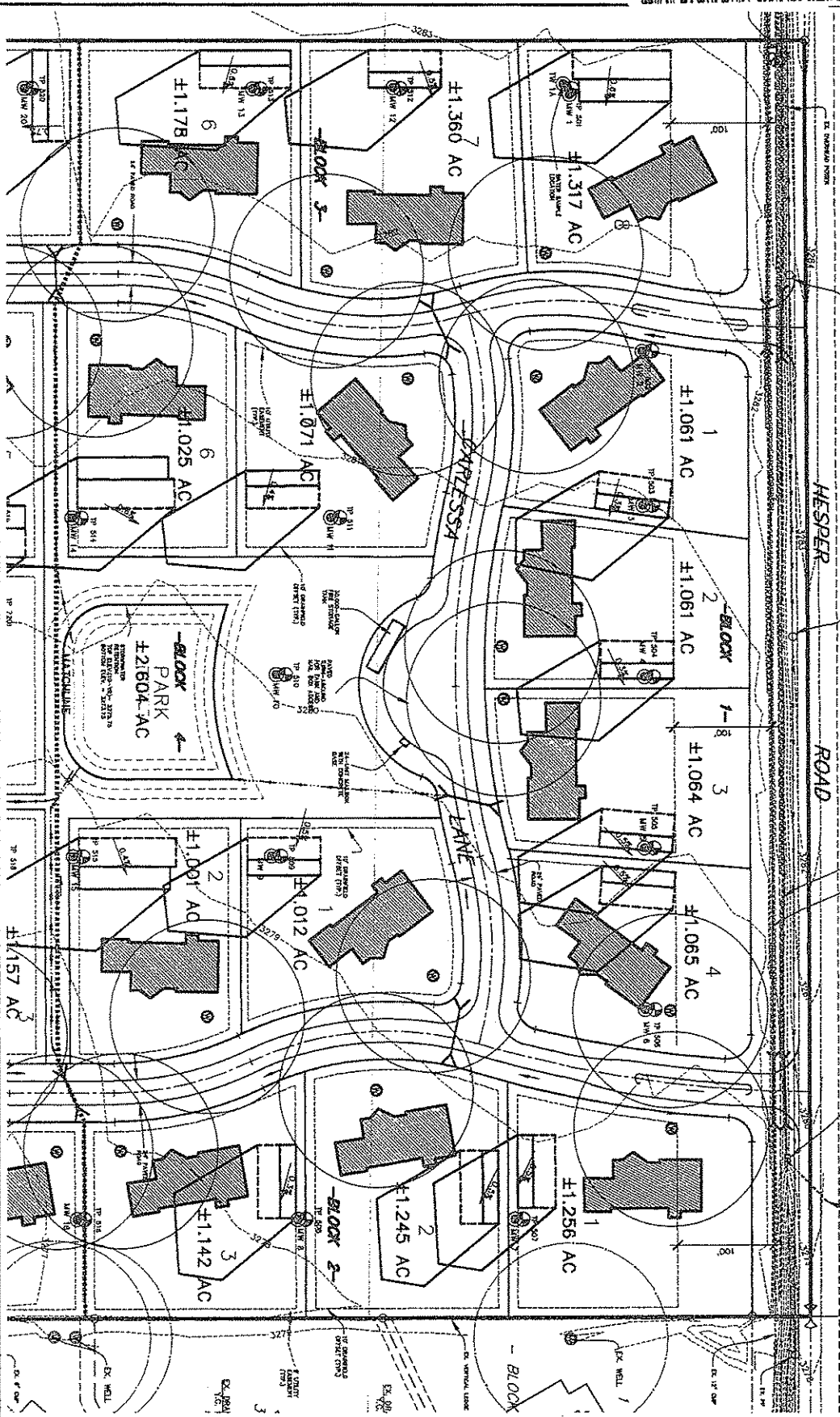
RECEIVED
APR 16 2012
MT DEQ PUBLIC WATER & SUBDIVISION BUREAU

EQ# 12-1564

HESPER MEADOWS SUBDIVISION
BEING TRACT 1 OF CERTIFICATE OF SURVEY NO. 201
SITUATED IN THE NORTHWEST 1/4 OF SECTION 20, T. 1 S., R. 25 E., P.M.M.
YELLOWSTONE COUNTY, MONTANA

OVERALL SITE LAYOUT

SANDERSON STEWART
www.sandersonstewart.com



UNPLATTED

Reviewed by the Local Reviewer:
 Under contract with the
 Department of Environmental Quality / PCD
 Local Reviewer: *John Stone* Date: *4/16/12*
 Accepted under contract
 LEO Representative: *Scott Staudenly* Date: *4/16/12*
 SCALE 1" = 100'

SCALE 1" = 100'

MT DEQ PUBLIC WATER
 & SUBDIVISION BUREAU
 APR 16 2012
 35'

RECEIVED

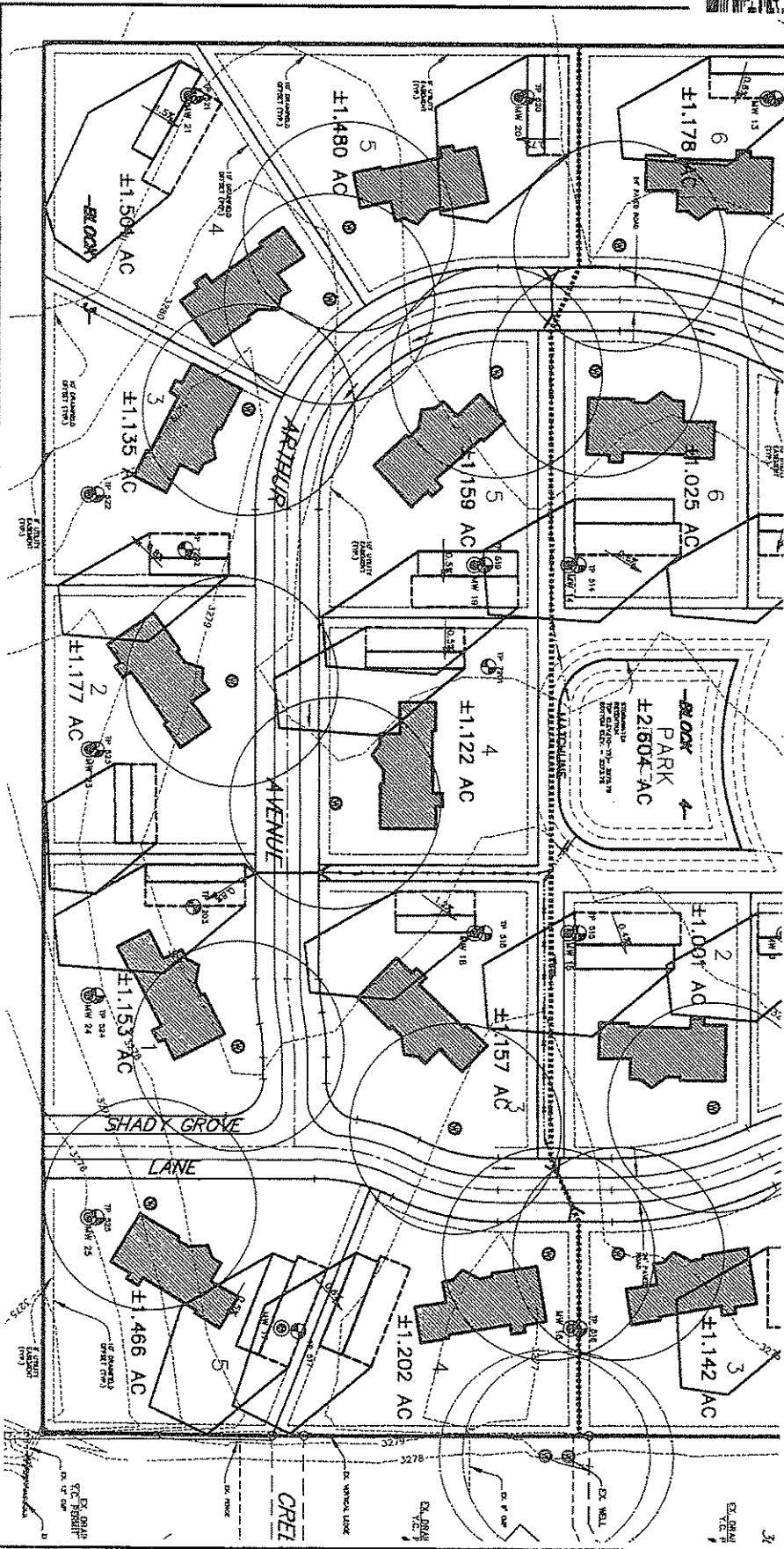
FILE NO.	2012-0001
PROJECT NO.	120701
DATE	4/16/12
BY	JM
CHECKED BY	JM
DATE	4/16/12

HESPER MEADOWS SUBDIVISION
 BEING TRACT D OF CERTIFICATE OF SURVEY No. 2001
 SITUATED IN THE NORTHWEST 1/4 OF SECTION 20, T. 1 S., R. 28 E., P.M.M.
 YELLOWSTONE COUNTY, MONTANA

LAYOUT EXPERT - NORTH HALF

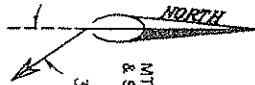


SANDERSON STEWART
 www.sanderSONstewart.com



Reviewed by the Local Reviewing Authority
Under contract with the
Department of Environmental Quality / PCOD
Olivia Swartz 4/10/12
Date
Accepted under contract
James S. Brackwood 4/10/12
Date
FC Representative

SCALE 1" = 100'

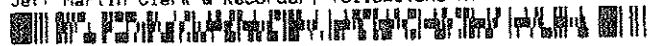


RECEIVED
APR 16 2012
MT DEQ PUBLIC WATER
& SUBDIVISION BUREAU

SANDERSON STEWART
www.sandersonstewart.com

HESPER MEADOWS SUBDIVISION
BEING TRACT B OF CERTIFICATE OF SURVEY No. 2001
SITUATED IN THE NORTHWEST 1/4 OF SECTION 20, T. 1 S., R. 23 E., P. 24 E., P.M.M.
YELLOWSTONE COUNTY, MONTANA
LAYOUT EXHIBIT - SOUTH HALF

DATE	BY
12/17/11	J.M.
REVISION	REVISION
1	1
APPROVED BY:	DATE:
QUINN KENNEDY	
DATE:	
SCALE:	
1" = 100'	
THE SEALS OF THE CLERK AND RECORDER OF YELLOWSTONE COUNTY, MONTANA	



Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

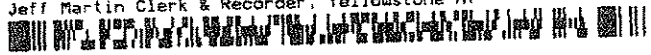
SUBDIVISION IMPROVEMENTS AGREEMENT
HESPER MEADOWS SUBDIVISION
YELLOWSTONE COUNTY, MONTANA
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SIA

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Jeff Martin Clerk & Recorder, Yellowstone MT



Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT
HESPER MEADOWS SUBDIVISION**

THIS AGREEMENT is made and entered into this 27 day of September, 2013, by and between MK DEVELOPMENT, LLC, whose address for the purpose of this agreement is PO Box 88105, Billings, Montana 59108, hereinafter referred to as "Subdivider," and YELLOWSTONE COUNTY, Montana, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, the plat of Hesper Meadows Subdivision, located in Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the 27th day of March, 2012, the Yellowstone County Board of Planning recommended conditional approval of a preliminary plat of Hesper Meadows Subdivision; and

WHEREAS, at a regular meeting conducted on the 10th day of April, 2012, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of Hesper Meadows Subdivision; and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to Hesper Meadows Subdivision, upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.



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:

I. VARIANCES

- A. No Variances Requested at this time.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that owners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C. No water shares have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners unless otherwise noted herein.
- D. This subdivision is being built in an area where agricultural activities exist. Activities such as large equipment on roadways, dust, smoke, odors, and noise should be expected from nearby agricultural operations.
- E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.



- F. Culverts and associated drainage swales shall not be filled in or altered by the Subdivider or subsequent lot owners.
- G. When required by future road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way at no cost to the County, and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- H. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.

III. TRANSPORTATION

A. Streets

The Subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

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

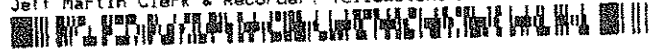
Phase I street improvements of the subdivision shall consist of the improvements to Shady Grove Way from the intersection of Hesper Road to the south lot line of Lot 4, Block 2, terminating in an 87-foot diameter temporary gravel turnaround and improvements to Carlessa Lane from the intersection of Shady Grove Way west to the east lot line of Lot 7, Block 4, terminating in a paved temporary turnaround. Said improvements shall hereinafter be referred to as Phase I street improvements.

Phase II street improvements of the subdivision shall consist of improvements to Shady Grove Way from the south lot line of Lot 4, Block 2, south to the southern lot line of Lot 5, Block 2; improvements to Carlessa Lane from the east lot line of Lot 7, Block 4, west to the intersection of Arthur Avenue, and improvements to Arthur Avenue from the intersection of Hesper Road and Arthur Avenue south to the intersection of Arthur Avenue/Shady Grove Way. Said improvements shall hereinafter be referred to as Phase II street improvements.

SIA

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Jeff Martin Clerk & Recorder, Yellowstone MT



B. Traffic Control Devices

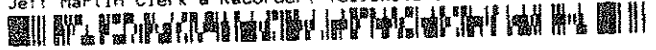
1. No traffic signals are required for this subdivision. Stop signs shall be installed at each of the two intersections of Arthur Avenue/Hesper Road and Shady Grove Way/Hesper Road and at each of the three intersections of Arthur Avenue/Carlessa Lane, Shady Grove Way/Arthur Avenue, and Shady Grove Way/Carlessa Lane. Type III *Road Closed* barriers shall be installed at the terminus of the temporary turnaround in Shady Grove Way, and Carlessa Lane with each phase. Another type III *Road Closed* barrier shall be installed at the southern terminus of Shady Grove Way, south of Lot 5, Block 2.
2. Street name signs for streets within the subdivision are located immediately adjacent thereto and shall be furnished and installed in accordance with the current Yellowstone County Public Works standards at the time of construction.
3. The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices.

C. Access

A 60-foot-wide right-of-way shall be dedicated to the public by Subdivider for all internal streets, except for Shady Grove Way, a future collector designated street that shall have a 70-foot right-of-way. All dedicated rights-of-way are closed until approval by the County Public Works Department and opening by the County Commissioners. No permits for approaches to the roadway will be issued prior to opening by the County Commissioners except as outlined herein.

All driveway approaches shall be piped in accordance with the approach standards of Yellowstone County Public Works.

The County Public Works Department will issue a permit for an approach to Hesper Road prior to opening of the dedicated rights-of-way by the County Commissioners, if the required public improvements outlined herein are secured by letter of credit or a letter of commitment to lend funds from a commercial lender.



D. Billings Area Bikeway and Trails Master Plan (BABTMP)

The subdivision is within the jurisdictional area of the BABTMP. Hesper Road is identified as a potential long-range bike lane route and sufficient right-of-way is dedicated with Hesper Meadows Subdivision to allow for a future bike lane installation along Hesper Road.

E. Mail Boxes

Centralized mail delivery boxes shall be provided for the subdivision as required by the United States Postal Service.

F. Survey Monuments

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

G. Maintenance

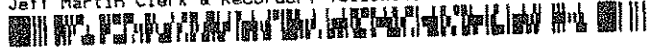
Maintenance of the street improvements shall be the responsibility of the Rural Special Improvement District for Maintenance (RSID-M) as described in Section IX. of this agreement.

IV. EMERGENCY SERVICE

A. Fire Protection Facilities

The subdivision is included within the boundaries of the Billings Urban Fire Service Area (BUFSA). Property within BUFSA is assessed for fire service and is served by the Billings Fire Department.

Fire Protection facilities shall be provided via a dry hydrant system with a 30,000 gallon underground water storage tank. The system shall be capable of providing a minimum of 1,000 gallons per minute at draft. The Subdivider shall submit plans and specifications of the dry hydrant system to the Billings Fire Department for review and approval prior to installation of the system. The tank shall be installed under Phase I improvements prior to final plat approval or prior to construction of any buildings in the subdivision at the location shown on the plat. The system shall be inspected, acceptance tested, and approved by the Billings Fire Department prior to construction of any buildings in the subdivision.

**B. Maintenance**

Maintenance of the fire protection facilities shall be the responsibility of the Rural Special Improvement District for Maintenance (RSID-M) as described in Section IX. of this agreement. Maintenance shall include the maintenance of all fire protection facilities located within the dedicated rights-of-way as indicated on the plat, including the underground tank and associated fixtures and appurtenances and maintaining the water level within the tank such that the tank is full at all times. It is agreed that, should the Billings Fire Department need water from the tank to fight fire outside the subdivision, they will do so; and, upon completion of fire fighting, they will refill the tank immediately at no cost to the subdivision.

V. STORM DRAINAGE**A. Facilities**

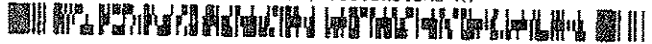
All drainage improvements shall comply with the provisions of Section 4.7 of the Yellowstone County Subdivision Regulations (2006), and a Stormwater Management Plan shall be submitted to and approved by the Montana Department of Environmental Quality (MDEQ), or its designee.

All stormwater facilities located within or adjacent to the subdivision are integral parts of the street drainage system and shall remain so until such time as a storm drain trunk system becomes available and is utilized by the subdivision.

The Phase I and II stormwater improvements of the subdivision shall consist of any collection, conveyance, storage, or discharge facility which is an integral part of each particular phase's drainage system as described in the Stormwater Management Plan approved by the MDEQ Certificate of Subdivision Plat Approval, as filed with the Clerk and Recorder. Said improvements shall hereinafter be referred to as the Phase I and II stormwater improvements, respectively.

B. Maintenance

Maintenance of the stormwater facilities shall be the responsibility of the Rural Special Improvements District for Maintenance (RSID-M) as described in Section IX. of this agreement. Maintenance shall include the maintenance of all stormwater collection, conveyance, storage, detention, and discharge facilities located within the dedicated rights-of-way and private park (Lot 8, Block 4) as indicated on the plat.

**VI. UTILITIES****A. Water**

Public water service is not available in the subdivision at this time. The subdivision will be served by individual drilled water wells for each lot. The systems shall be located as shown on the site layout approved by MDEQ. Installation and maintenance of said systems shall be the responsibility of the lot buyer.

B. Sewer

Municipal public sewer service is not available in the subdivision at this time. The subdivision will be served by individual on-site wastewater disposal systems as approved by MDEQ. These systems shall be located and installed as shown on the site layout approved by MDEQ. Installation and maintenance of said systems shall be the responsibility of the lot buyer.

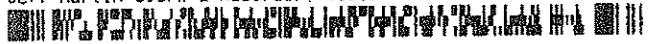
C. Private Utilities

All telephone, gas, electrical power, and cable television lines (where said utilities are actually available and existing to subdivision) shall be installed as required by phasing and prior to street paving. Said improvements shall hereinafter be referred to as Phase I and II private utility improvements, respectively.

The Subdivider shall install private utilities within private utility easements where possible. Extension of private utilities into each lot shall be the responsibility of the individual lot owners. The location of all such off-site facilities within the existing public rights-of-way shall be subject to approval of the County Public Works Department and shall be installed underground. The Subdivider shall coordinate installation with the various utility companies.

VII. PARKS/OPEN SPACE

1.43 acres of park are required for Hesper Meadows Subdivision. 2.557 acres of private park (Lot 8, Block 4) are created with Hesper Meadows Subdivision. Lot 8, Block 4 shall remain as a park and not be sold or used for any other purpose other than a park in the future.



A. Facilities

No park improvements are required to be constructed with the Hesper Meadows Subdivision. The park area will be seeded with native grasses upon final grading associated with street construction.

B. Maintenance

Maintenance of Lot 4, Block 8 (private park) shall be the responsibility of the Homeowner's Association created at the time of the filing of the final plat.

VIII. IRRIGATION

A. Irrigation laterals exist along the north boundary of the subdivision in the public right-of-way of Hesper Road. Properly sized culverts shall be installed as part of the improvements to Arthur Avenue and Shady Grove Way to provide adequate water flow in the ditches. The lateral irrigation ditches are supplied by the Big Ditch.

B. No water shares have been transferred to the lot owners. Irrigation shall be the responsibility of the individual lot owners. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners unless otherwise noted herein.

IX. RURAL SPECIAL IMPROVEMENTS DISTRICT FOR MAINTENANCE (RSID-M)

One Rural Special Improvements District for Maintenance (RSID-M) shall be created by the Subdivider prior to the filing of the final plat, which shall include, but not be limited to, the maintenance of all street improvements, stormwater facility improvements, and fire protection facilities located within the established dedicated rights-of-way, as indicated on the plat. Assessments of individual lots by Yellowstone County in a Phase shall not begin until the public improvements have been completed for each phase.

X. WEED MANAGEMENT PLAN

A. All noxious weeds on the latest Yellowstone County Noxious Weed List must be controlled on all properties in the subdivision. A Noxious Weed Plan must be filed and updated annually for approval by the Yellowstone County Weed Board. It must contain the noxious weeds being addressed and the plan for control of those weeds. All cost of noxious weed control



is the responsibility of the property owners (of record). The right-of-way noxious weed control is the responsibility of the Subdivider. Once the Maintenance District is formed, it then becomes the responsibility of the District.

- B. A revegetation plan will be submitted as part of the management plan. A seeding recommendation will be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

XI. SOILS/GEOTECHNICAL STUDY

A geotechnical study is not required by the Yellowstone County Subdivision Regulations as part of this plat. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

XII. PHASING OF IMPROVEMENTS

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

- A. The first phase of the subdivision shall consist of the development of Lots 3 and 4 in Block 1; Lots 1 through 4, inclusive, in Block 2; and Lots 1 and 2, inclusive, Block 4.

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

The Phase I improvements shall be installed and constructed utilizing a private contract guaranteed with appropriate monetary securities/guarantees. Said security/guarantee shall be in conformance with the requirements as outlined within the Yellowstone County Subdivision Regulations.



- B. Subsequent phases after Phase I may be combined or added, in part, to each other so long as improvements are contiguous, but are anticipated to proceed in the following order.
- C. The second phase of the subdivision shall consist of the development of Lots 1 and 2, in Block 1; Lot 5, Block 2; Lots 1 through 8, inclusive, in Block 3; and Lots 3 through 8, inclusive, in Block 4.

The Phase II improvements shall include the Phase II street improvements, the Phase II stormwater improvements and the Phase II private utility improvements as described in this agreement.

The Phase II improvements shall be installed and constructed utilizing a private contract guaranteed with appropriate monetary securities/guarantees. Said security/guarantee shall be in conformance with the requirements as outlined within the Yellowstone County Subdivision Regulations.

- D. The Subdivider shall either have monetary securities in place for Phase I at the time of filing the final plat, or have the Phase I improvements described herein installed. Said security/guarantee shall be in conformance with the requirements as outlined within the Yellowstone County Subdivision Regulations.

The Phase II improvements shall be installed by the Subdivider in the future. The Subdivider agrees not to sell or convey any lots in the subdivision to be served by the Phase II improvements until a private contract has been executed and/or the necessary funding guarantees have been provided for the construction and installation of the public improvements to serve said lots and to provide necessary access and traffic circulation for the traffic generated by those lots. As used herein, the lots to be served by the said Phase II improvements are more particularly described as follows:

Lots 1 and 2, in Block 1; Lot 5, Block 2; Lots 1 through 8, inclusive, in Block 3; and Lots 3 through 8, inclusive, in Block 4; all in Hesper Meadows Subdivision in Yellowstone County, according to the official plats on file in the office of the Clerk and Recorder of Yellowstone County, Montana.

The foregoing provisions shall not restrict the Subdivider's right to sell and convey, as one unit, multiple lots or individual phases in the



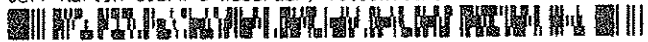
subdivision, nor shall the requirements for installation of improvements become effective as a result thereof; provided, however, that such sale shall be subject to the restrictions herein provided against the transfer of individual lots or phases until the conditions set forth above have been met.

Pursuant to the foregoing instrument, the Subdivider shall execute and record a declaration of restriction on transfers and conveyances for said lots to be recorded concurrently with the recording of this agreement. Said declaration notifies all third parties that said lots may not be legally sold, conveyed, or transferred until a release executed by Yellowstone County, substantially in the form of Exhibit A, 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 B, attached hereto, has been executed by the Yellowstone County Public Works stating that the above conditions have been met, which certificate must accompany any request for a release.

By the acceptance and recording of the agreement, the County does hereby authorize the Yellowstone County Public Works, County Commissioners, and Clerk and Recorder of the County to review any request for release and to execute such certificates and releases as may be necessary to evidence a release from the restriction against sale, conveyance, and transfer of lots in the subdivision.

XIII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.



XIV. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all improvements for a period of one year from the date of final acceptance by the County Public Works Department.
- B. Subdivider agrees to notify the County Public Works Department of the date and hour construction is anticipated to begin on the required improvements and to keep the County Public Works Department informed of the progress of construction. If the construction is stopped for any other reason than overnight, holidays, and weekends, the Subdivider agrees to notify the County Public Works Department of stoppage. Further, the Subdivider agrees to notify the County Public Works Department not less than four hours before construction is scheduled to resume.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.



“COUNTY”

COUNTY OF YELLOWSTONE
BOARD OF COUNTY COMMISSIONERS

By: [Signature]

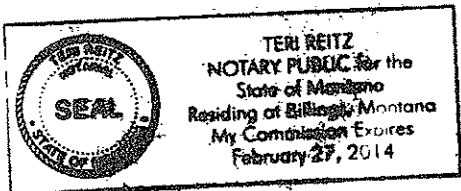
By: Bill Kennedy

By: [Signature]

Attest: [Signature]
County Clerk

STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 27 day of September, 2013, before me, a Notary Public in
and for the State of Montana, personally appeared James E. Reno,
Bill Kennedy, John Ostlund
and Jeff Martin, known to me to be representatives of the
Board of Commissioners and the County Clerk and Recorder for Yellowstone County,
Montana, the persons who signed the foregoing instrument and acknowledged to me that
they executed the same. Witness my hand and seal the day and year hereinabove written.



Teri Reitz
Notary Public in and for the State of Montana
Printed name: Teri Reitz
Residing at: Billings
My commission expires: 2-27-2014

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement Districts (RSID's), which Yellowstone County may require.

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

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

All of Hesper Meadows Subdivision, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana

Signed and dated this 26th day of August, 2013

Subdivider/Owner

MK DEVELOPMENT, LLC

By: _____

[Handwritten Signature]
 Jim Kishing

Jim Kishing

It's: _____

Member

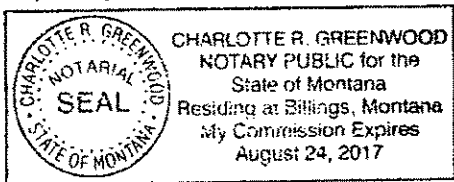
STATE OF MONTANA)

: ss

County of Yellowstone)

On this 26th day of August, 2013, before me, a Notary Public in and for the State of Montana, personally appeared Jim Kishing, known to me to be the member of MK DEVELOPMENT, LLC, the limited liability company executing the within instrument, and acknowledged to me that they executed the same on behalf of said limited liability company, having first been authorized so to do.

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



[Handwritten Signature]
 Notary Public in and for the State of Montana
 Printed name: _____
 Residing at: _____
 My commission expires: _____

PLAT OF
HESPER MEADOWS SUBDIVISION
 BEING TRACT B OF CERTIFICATE OF SURVEY No. 2001
 SITUATED IN THE NORTHWEST 1/4 OF SECTION 20, T. 1 S., R. 25 E., P.M.M.
 YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: MK Development, LLC.
 PREPARED BY: SANDERSON STEWART

MAY 2013
 BILLINGS, MONTANA

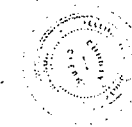


QUART TABLE

Q1	1600	1600	1600
Q2	1600	1600	1600
Q3	1600	1600	1600
Q4	1600	1600	1600

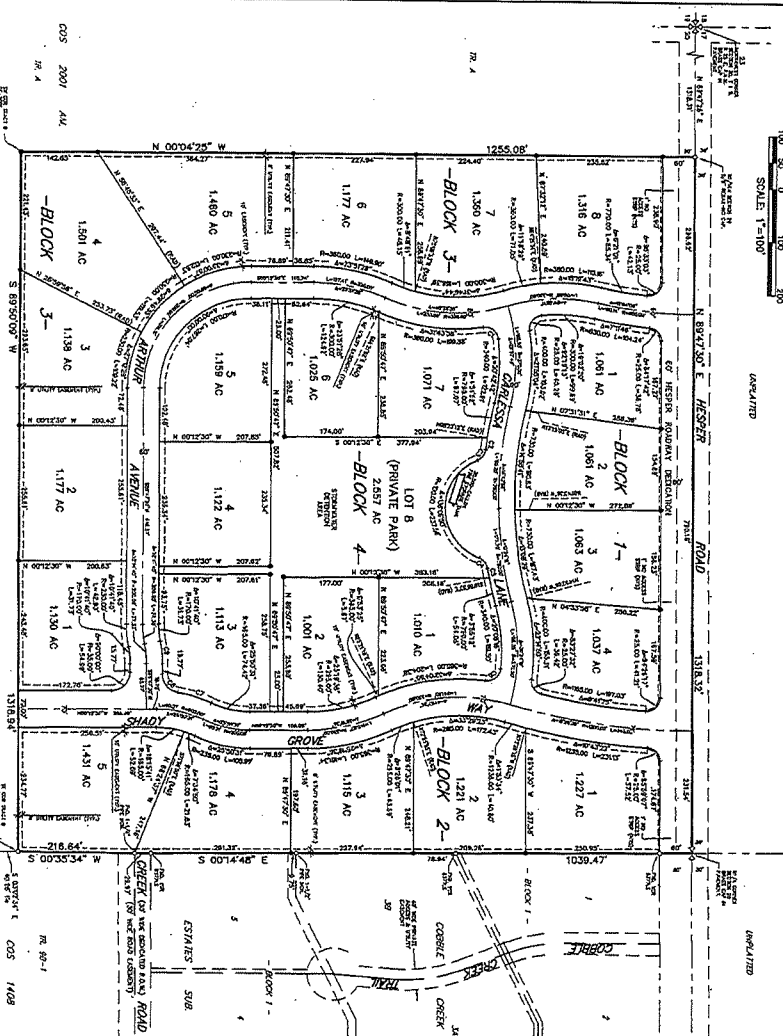
CORNER TABLE

C1	1600	1600	1600
C2	1600	1600	1600
C3	1600	1600	1600
C4	1600	1600	1600



SP 3685490
 SANDERSON STEWART
 REGISTERED PROFESSIONAL SURVEYOR
 MONTANA

AREA DATA
 PARCELS 1-100 ACRES ±
 STREET CORRIDORS 7.125 ACRES ±
 TOTAL 107.125 ACRES ±



NOTE: SPECIALLY DUTY EXEMPTIONS ALONG ALL STREETS ARE 10' WIDE AND ALONG THE E, W, & S EXTERIOR BOUNDARY THERE ARE 6' WIDE EXEMPTIONS. A VARIATION WITH HESPER COUNTY EXEMPTIONS ALONG THE N & S BOUNDARIES WILL BE BY SEPARATE RECORDATION. SEE 111.100 & 111.101 OF THE MONTANA CONSTITUTION.

NOTE: 3/4" OF ROAD WITH YELLOW FLARE CURB.

NOTE: 4' WIDE SIDEWALK WITH CURB AND 4' WIDE SIDEWALK WITH CURB.

NOTE: 4' WIDE SIDEWALK WITH CURB AND 4' WIDE SIDEWALK WITH CURB.

CERTIFICATE OF CITY/COUNTY HEALTH DEPARTMENT
 This subdivision has been reviewed and approved by the Health Department of Yellowstone County, Montana. The undersigned, _____, Health Officer, County of Yellowstone, Montana, do hereby certify that the above described premises are in compliance with the health laws of the State of Montana.
 Date: _____

 Health Officer, County of Yellowstone, Montana

CERTIFICATE OF COUNTY ATTORNEY
 This document has been reviewed by the Yellowstone County Attorney, _____, and is in compliance with the laws of the State of Montana.
 Date: September 20, 2013

 County Attorney, Yellowstone County, Montana

CERTIFICATE OF COUNTY TREASURER
 I hereby certify that all of said property taxes and special assessments have been paid per 74-2-301(1)(b) 74-2-301(1)(c) M.C.A.
 Date: September 20, 2013

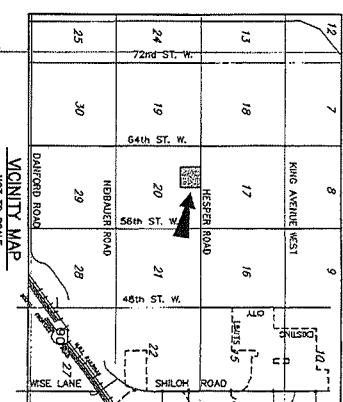
 County Treasurer, Yellowstone County, Montana

CERTIFICATE OF SUNDERS
 I, _____, County of Yellowstone, Montana, do hereby certify that the above described premises are in compliance with the laws of the State of Montana.
 Date: August 19, 2013

 County Clerk, Yellowstone County, Montana

CERTIFICATE OF APPROVAL
 I, _____, County of Yellowstone, Montana, do hereby certify that the above described premises are in compliance with the laws of the State of Montana.
 Date: August 19, 2013

 County Clerk, Yellowstone County, Montana



CERTIFICATE OF RECORDATION
 I, _____, County of Yellowstone, Montana, do hereby certify that the above described premises are in compliance with the laws of the State of Montana.
 Date: _____

 County Clerk, Yellowstone County, Montana

SUBDIVISION IMPROVEMENTS AGREEMENT RESTRICTIONS
 OCCUPANT NO. 3685492
 RELEASE OF SANITARY RESTRICTIONS
 OCCUPANT NO. 3685493

CERTIFICATE OF APPROVAL
 I, _____, County of Yellowstone, Montana, do hereby certify that the above described premises are in compliance with the laws of the State of Montana.
 Date: _____

 County Clerk, Yellowstone County, Montana

CERTIFICATE OF APPROVAL
 I, _____, County of Yellowstone, Montana, do hereby certify that the above described premises are in compliance with the laws of the State of Montana.
 Date: _____

 County Clerk, Yellowstone County, Montana

CERTIFICATE OF APPROVAL
 I, _____, County of Yellowstone, Montana, do hereby certify that the above described premises are in compliance with the laws of the State of Montana.
 Date: _____

 County Clerk, Yellowstone County, Montana

CERTIFICATE OF APPROVAL
 I, _____, County of Yellowstone, Montana, do hereby certify that the above described premises are in compliance with the laws of the State of Montana.
 Date: _____

 County Clerk, Yellowstone County, Montana



Yellowstone County, Montana

[Commissioners](#) [Departments](#) [Contacts](#) [Site Map](#) [Home](#)

Disclaimer: Not all fields are currently maintained. The [accuracy of the data is not guaranteed](#). Please notify the Appraisal/Assessment Office of any inaccuracies.

[Back to Search Form](#)

[Full Orion Detail](#)

Owner Information

***Please Note:** Owner information is supplied by the **Montana Department of Revenue**. To request updates to addresses or other ownership information, please **contact the DOR office at 896-4000**. Records for the current year will **not** be updated after tax bills have been sent out, so changes requested after you receive your bill will appear only on next year's records.

Tax ID: C16774

Primary Party

Primary Owner Name: KINCAID, DAVID A & HOLLY [Ownership History](#)

2021 Mailing Address: KINCAID, DAVID A & HOLLY
3051 WESTERN BLUFFS BLVD
BILLINGS, MT 59106-2209

Property Address: 6148 ARTHUR AVE

Township: 01 S Range: 25 E Section: 20

Subdivision: HESPER MEADOWS SUB (14) Block: 3 Lot: 7

Full Legal: HESPER MEADOWS SUB (14), S20, T01 S, R25 E, BLOCK 3, Lot 7

GeoCode: 03-0926-20-2-18-31-0000

[Show on Map](#) (May not work for some newer properties.)

Property Assessment Information

Levy District: ELDERGROVE

2021 Assessed Value Summary

Assessed Land Value = \$ 128,688.00

Assessed Building(s) Value = \$ 1,141,812.00

Total Assessed Value = \$ 1,270,500.00

Assessed Value Detail Tax Year: 2021

Class Code	Amount
2101 - Tract Land	= \$ 128,688.00
3301 - Improvements on Rural Land	= \$ 1,141,812.00
Total	= \$ 1,270,500.00

The values shown for the given tax year are for taxation purposes only. They are supplied by the Department of Revenue. For questions about these values, please contact the Montana Department of Revenue, Appraisal/Assessment Office at [406-896-4000](#).

Rural SID Payoff Information

NONE

Property Tax Billing History

Year	1st Half	2nd Half	Total
2014	407.79 P	407.78 P	815.57
2015	432.97 P	432.96 P	865.93
2016	445.53 P	445.52 P	891.05
2017	536.98 P	536.96 P	1,073.94
2018	2,308.07 P	2,308.07 P	4,616.14

[2019](#) 4,389.69 P 4,389.68 P 8,779.37

[2020](#) 4,799.72 P 4,799.71 P 9,599.43

(P) indicates paid taxes.

Click on year for detail. [Pay Taxes Online](#)

Jurisdictional Information

Commissioner Dist: 1 - [John Ostlund \(R\)](#)

Senate: 27 - [Cary Smith \(R\)](#)

House: 53 - [Dennis Lenz \(R\)](#)

Ward: Outside City Limits

Precinct: 53.2

School Attendance Areas

High: WEST

Middle: ELDER GROVE

Elem: ELDER GROVE

[School District Trustee Links](#)

Any comments or questions regarding the web site may be directed to the [Web Developer](#).