# SUBDIVISION IMPROVEMENTS AGREEMENT

*Pryor Creek Subdivision*

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Yellowstone County

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This agreement is made and entered into this ____ day of ____________, 20___, by and between Mark S. Jones and Michaela R. Jones, whose address for the purpose of this agreement is 969 Pryor Creek Road, Huntley, Montana 59037 hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

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

WHEREAS, at a regular meeting conducted on ____ day of ________________, 20____, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of Pryor Creek 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 Pryor Creek 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

The subdivider has requested no variances from the Yellowstone County Subdivision Regulations.

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 homeowners 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 rights 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.

D. 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.

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

F. When required by 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 and any relocation outside of the public right-of-way shall be subject to securing and recording easements.

G. 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.

H. Lot owners or their agent of Lots 2 and 4 will obtain an Access Permit from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owners expense.

III. TRANSPORTATION

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

A. Streets

Pryor Creek Subdivision is adjacent to Yellowstone County maintained Pryor Creek Road. The proposed subdivision will dedicate 20’ of public right-of-way to Pryor Creek Road. This additional public right-of-way will bring Pryor Creek Road’s right-of-way width to 100’.

B. Traffic Control Devices

• There are no proposed traffic control devices.

C. Access

• Lots 3 and 4 will have a shared access easement from Pryor Creek Road.
• Lots 1 and 2 will have a shared access easement from Pryor Creek Road.
• Lots within the subdivision are not to be accessed from other locations than shared access easements. Jones Creek Subdivision will have a 1’ no access strip running adjacent to the right-of-way easement for Pryor Creek Road. This access strip will encumber lot frontages of Lots 2, 3, and 4 adjacent to Pryor Creek Road with the exception of the shared access easement on Lot 4, for the use and benefit of both Lots 3 and 4; the shared access easement on Lot 2, for the use and benefit of both Lots 1 and 2; and the dry hydrant pull off located on Lot 3.
• All driveways over 150’ are required to have an approved fire turnaround.
D. Billings Area Bikeways and Trail Master Plan (BABTMP)
   - The nearest proposed BABTMP is at Pryor Creek Road and I90 W. This would be an arterial bike route.

IV. EMERGENCY SERVICE
Pryor Creek Subdivision proposes to have a 10,000-gallon dry hydrant on Lot 3. This dry hydrant is within a public access easement. The dry hydrant shall be maintained by an RSID. Pryor Creek Subdivision is within the Huntley Fire Service Area. The nearest fire station is the Worden Fire Department. The dry hydrant will be built to the specifications of the Worden Fire Department. All driveways over 150’ are required to have an approved fire turnaround. Pryor Creek Subdivision will be served by the Yellowstone County Sheriff’s Department.

V. STORM DRAINAGE
Lots 1, 2, and 4 will use storm water detention ponds of varying sizes. Lot 3 will have sanitation restrictions regarding development. Lot 3 will have to undergo a separate sanitation review should it be developed and prior to building on the lot.

VI. UTILITIES
   A. Water
   - Lots 1, 2, and 4 will all have a 50’ cistern. Lot 3 will have sanitation restrictions regarding development. Lot 3 will have to undergo a separate sanitation review should it be developed and prior to building on the lot.

   B. Septic System
   - Lot 1 will have a pressurized drainfield. Lots 2 and 4 will have gravity drainfields. Lot 3 will have sanitation restrictions regarding development. Lot 3 will have to undergo a separate sanitation review should it be developed and prior to building on the lot as Lot 3 will not be included within sanitation submittal for Pryor Creek Road. Solid Waste Removal in the area will be used by individual lot owners through service providers in the area.

   C. Power, Telephone, Gas, and Cable Television
      - Lots 2 and 4 will receive utilities directly from services within Pryor Creek Road. Lot 1 will receive utility services within the private access easement through Lot 2. Lot 3 will receive any utility services in the future within the private access and utility easement located through Lot 4.

VII. PARKS/OPEN SPACE
There is no parkland requirement for proposed Pryor Creek Subdivision, as this is a minor subdivision [MCA 76-3-617(3) (a)].

VIII. IRRIGATION
There will be no irrigation within Pryor Creek Subdivision.

IX. WEED MANAGEMENT
All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

The weed plan shall include the following and shall be referenced in this SIA:
• A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.

• A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can 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.

X. SOILS/GEOTECHNICAL STUDY
A geotechnical study has not been completed on this property. Lot owners are encouraged to complete a geotechnical study before building on lots.

XI. 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 special improvement district or 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 that 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.

(In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations. If using a security, describe the method in this section)

XII. LEGAL PROVISIONS
A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.

B. 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.

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

D. 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.

E. 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.
F. 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.

G. Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDERS”

__________________________________________    __________________________________________
Mark S. Jones                                             Michaela R. Jones

STATE OF MONTANA    )
                     :
County of Yellowstone    )

This record was signed before me on ___ day of ____________, 20___, by Mark S. Jones and Michaela R. Jones the Subdividers of Pryor Creek Subdivision.

SS______________________________
This agreement is hereby approved and accepted by Yellowstone County, this____day of ______________, 20____. 

“COUNTY” 
COUNTY OF YELLOWSTONE 
MONTANA 

County of Yellowstone 
Board of County Commissioners 

By:________________________________
Chairman 

________________________________
Commissioner 

________________________________
Commissioner 

Attest: ____________________________
County Clerk and Recorder 

STATE OF MONTANA )
: ss 
County of Yellowstone )

On this____day of ______________, 20____, before me, a Notary Public in and for the State of Montana, personally appeared ______________________ known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana. 

Notary Public in and for the State of Montana 
Printed Name: __________________________ 
Residing at: __________________________ 
My commission expires: ________________
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), for a period of no more than twenty years from the recording of this waiver, 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:

Pryor Creek Subdivision

Signed and dated this ______ day of __________________, 20____.

“SUBDIVIDERS”

____________________________________  ________________________________
Mark S. Jones                           Michaela R. Jones

STATE OF MONTANA  )
: ss
County of Yellowstone )

This record was signed before me on ______ day of ________________________, 20____, by Mark S. Jones and Michaela R. Jones the Subdividers of Pryor Creek Subdivision.

SS____________________________________