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January 25, 2022

Monica Plecker  
Planner Division Manager  
Yellowstone County/City of Billings Planning Division  
2825 3<sup>rd</sup> Avenue North, 4<sup>th</sup> Floor  
Billings, MT 59101

**Re: County Commissioners Conditional Approval**

Dear Ms. Plecker:

The purpose of this letter is to request an amendment to Condition #6 from the County Commissioners conditional of approval letter dated December 14, 2021 for Amended Plat, West Meadows Subdivision, Lot 3, Block 2 to allow one approach for each lot. We have included language into the Subdivision Improvements Agreement (SIA) stating that; see page 4 of the enclosed SIA.

We greatly appreciate the willingness for approving this modification.

Sincerely,

A handwritten signature in blue ink that reads "Aaron Redland".

Aaron Redland  
Project Manager

AR/ar

Enclosure

cc: Jerry Krushensky

**SUBDIVISION IMPROVEMENTS AGREEMENT  
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 (Yellowstone County)**

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## **SUBDIVISION IMPROVEMENTS AGREEMENT**

### ***Amended Plat of West Meadows Subdivision***

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Jerry Krushensky, whose address for the purpose of this agreement is **P.O. Box 81508, Billings, MT 59108**, hereinafter referred to as "Subdivider," and YELLOWSTONE COUNTY, Montana, hereinafter referred to as "County."

### **WITNESSETH:**

**WHEREAS**, the plat of Amended Plat of West Meadows Subdivision located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on 14th day of December, 2021, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of Amended Plat of West 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 Amended Plat of West 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 requirement 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.** There are no variance requests with this subdivision.

#### **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 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. Lot owners or their agent 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 improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

#### **A. Streets**

This subdivision has no new dedicated public roads or streets. Access to the subdivision will be provided by South 80<sup>th</sup> Street West which is an existing county paved road. RSID 773M was adopted in 2012 for purposes of maintenance of all street improvements including signage, surfacing, culverts, weed control, and fire protection facilities located within the dedicated rights-of-way and dedicated park areas as indicated on the plat. The associated estimated costs will be used for maintenance. RSID 773M will be expanded to include the Amended Plat of West Meadows Subdivision.

RSID 796M was adopted in 2011 for purposes of maintenance of South 80<sup>th</sup> St West, from King Ave West to the northern border of West Meadows Subdivision. RSID 796M will be expanded to include Amended Plat of West Meadows Subdivision.

**B. Traffic Control Devices**

No traffic signals are required for this subdivision.

**C. Access**

All driveway approaches shall be piped in accordance with the approach standards of Yellowstone County Public Works. ROW culvert sizes are shown in the MDEQ storm water design report.

Lot 3-A and Lot 3-B are allowed only one (1) driveway approach per lot and the location shall be approved by Yellowstone County Public Works.

The County Public Works Department will issue permits for approaches to the public roadway prior to opening of the dedicated rights-of-way, 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 Trail Master Plan (BABTMP)**

The subdivision is not within the area of the BABTMP.

**IV. EMERGENCY SERVICE**

Fire Protection Service: The entire West Meadows Subdivision is located within the Laurel Volunteer Fire District (LVFD) and as such, the LVFD provides fire service to the area. A dedicated fire suppressant system was constructed with West Meadows Subdivision. The dry hydrant is located within Lot 1, Block 3 of West Meadows Subdivision along Monad Road. Costs associated with maintenance of the system are provided by RSID #773M.

Access to the individual properties via the collector road shall be addressed within the 2012 International Fire Code, Fire Department Access. The driveways leading to the structures located on these individual properties shall provide a minimum unobstructed width of 12 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches when any portion of an exterior wall of the first story of a building is located less than 150 feet from a road. These roads shall be all-weather surface roads.

Driveways leading to structures located on individual properties when any portion of an exterior wall of the first story of a building is located in excess of 150 feet from the road shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches, and roads in excess of 150 feet from the road in length that dead end shall be provided with turnarounds with an inside turning radii of not less than 30 feet and an outside turning radii of not less than 45 feet. These roads shall be all-weather surface roads.

**V. STORM DRAINAGE**

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

All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a storm water management plan shall be submitted to and approved by MDEQ.

**VI. UTILITIES**

**A. Water**

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

**B. Septic System**

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 DEQ. These systems shall be located and installed as shown on the site layout approved by DEQ. Installation and maintenance of said systems shall be the responsibility of the lot purchaser.

**C. Power, Telephone, Gas, and Cable Television**

Telephone, gas, electrical power, and cable television lines (where said utilities are available and existing to the subdivision) shall be installed as required and prior to street paving.

**VII. PARKS/OPEN SPACE**

There is no parkland requirement for proposed Amended Plat of West Meadows Subdivision, as this is a minor subdivision in which only one additional parcel is created [MCA 76-3-617(3) (d)].

**VIII. IRRIGATION**

The irrigation ditch easement, as depicted on the face of the plat, for the Cove Ditch, which currently exists on the property was previously granted with West Meadows Subdivision. The Cove Ditch will be maintained by the Cove Ditch Company. The ditch easement is 66 feet wide. There are no definitive plans for water share transfer at this time.

The mitigation efforts to protect the ditches during construction include:

- Maintenance of easements where feasible
- Standard erosion and sediment control measures will be used, and spill prevention best management practices (BMPs), and other BMPs will be used during construction.

**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.
- The Subdivider shall provide restoration of the areas disturbed during construction of the improvements outlined herein, as follows:
  - Dryland Prairie Mix that may be seeded by either broadcast or drill.

**X. SOILS/GEOTECHNICAL STUDY**

Lot owners should be aware that soil characteristics within the area of this subdivision, as described in 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.

**XI. FINANCIAL GUARANTEES**

There are no public improvements planned for this subdivision. Therefore, no financial guarantees are necessary at this time.

**XII. LEGAL PROVISIONS**

- A.** Subdivider agrees to guarantee all public improvement for a period of one year from the date of the 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 agree 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 improvement prior to final plat approval.

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

“SUBDIVIDER”

\_\_\_\_\_  
Jerry Krushensky

STATE OF MONTANA    )  
                                  : ss  
County of Yellowstone    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for the State of Montana, personally appeared Jerry Krushensky, who executed the foregoing instrument and acknowledged to me that he executed the same.

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

This agreement is hereby approved and accepted by Yellowstone County, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

“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 \_\_\_\_\_, 2022, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, 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:

### *Amended Plat of West Meadows Subdivision*

Signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Jerry Krushensky

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 Jerry Krushensky, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

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