

Return to:
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2919 Mountain Springs Rd
Reno, NV 89519-7359

SUBDIVISION IMPROVEMENTS AGREEMENT
Yellowstone River Ranch RV Park
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(Yellowstone County)

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SUBDIVISION IMPROVEMENTS AGREEMENT

Yellowstone River Ranch RV Park

This agreement is made and entered into this ____ day of _____, 20__, by and between Cameron Jones, whose address for the purpose of this agreement is 2919 Mountain Springs Road, Reno, NV 89519-7359, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of *Yellowstone River Ranch RV Park*, and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Yellowstone River Ranch RV Park*, 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 *Yellowstone River Ranch RV Park*, 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. The subdivider has not requested any variances from 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 at no cost to the County and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Future maintenance of all public improvements shall be done through an RSID created as part of this subdivision.
- H. 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 location the access in an approved location at the owner's 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

1. The internal road, River Ranch Road, will connect to US Highway 312 in

two different locations.

2. River Ranch Road will be 24-foot asphalt with 2-foot-wide gravel shoulders.
3. River Ranch Road will be a public access easement for the first 79' of the western most entrance off of Highway 312. This 79' public portion of River Ranch Road will be maintained using a RSID. The remainder of River Ranch Road will be a private access easement. Maintenance of the private portion of River Ranch Road will be the responsibility of the Subdivider.
4. RV spaces within Yellowstone River Ranch RV Park will be accessed using 24' gravel internal circulation surface.

B. Traffic Control Devices

One stop sign will be placed at each of intersections of River Ranch Road and Highway 312, totaling two stop signs within Yellowstone River Ranch RV Park.

C. Access

Access to the Yellowstone River Ranch RV Park will be provided by two approaches from US Highway 312. Access to the RV spaces is provided by the gravel internal circulation surface off of River Ranch Road.

D. Billings Area Bikeways & Trail Master Plan (BABTMP)

This subdivision is outside of the BABTMP. No improvements are required or proposed at this time.

IV. EMERGENCY SERVICE

Fire protection will be provided by the Huntley Project Fire Department.

Fire protection facilities shall be provided via a dry hydrant system(s) with a capable 30,000-gallon underground water storage tank. The system(s) 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 Huntley Project Fire Department for review and approval prior to installation of the system. The tank shall be installed within a dry hydrant easement with access from the public access easement portion of River Ranch Road. The dry hydrant system shall be inspected, acceptance tested, and approved by the Huntley Project Fire Department prior to construction of any buildings in the subdivision. An RSID will be created for maintenance of the dry hydrant.

V. STORM DRAINAGE

In accordance with Section 4.7 Yellowstone County Subdivision Regulations, all proposed storm water drainage facilities shall be provided in accordance with standards set by the Montana Department of Environmental Quality. Storm drainage facilities will consist of roadside retention swales. One storm water retention swale is proposed to be located west of RV Spaces 12- 19. A second storm water retention swale is proposed to be located adjacent to the eastern curve of River Ranch Road. Storm water drainage design will be approved by DEQ by final plan approval.

VI. UTILITIES

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by the MDEQ, or its designee.

Yellowstone River Ranch RV Park proposes to be served by an onsite public water supply consisting of an onsite production well and distribution system. DEQ approval of the onsite water supply design will be obtained by final plan approval.

B. Septic System

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all proposed sanitary sewer systems must obtain approval by the MDEQ, or its designee.

Yellowstone River Ranch RV Park proposes an onsite public wastewater treatment and disposal system consisting of gravity mains to a septic tank and a level II treatment facility and pressurized zoned drain field. DEQ approval of onsite septic system will be obtained by final plan approval.

C. Power, Telephone, Gas, and Cable Television

The private utilities shall be installed within the easement of River Ranch Road.

VII. PARKS/OPEN SPACE

No Parkland dedication is required as these are not permanent RV spaces, per Yellowstone County Subdivision Regulations Section 10.8.D.

VIII. IRRIGATION

A ditch controlled by the Huntley Irrigation District is on the property. Yellowstone River Ranch RV Park does not disturb this ditch. This ditch shall remain in place and not be altered by the subdivider or subsequent owners.

IX. WEED MANAGEMENT

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

- 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 is not required for the subdivision. 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.

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 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.)

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 in 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 RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval.

This agreement is hereby approved and accepted by Yellowstone County, this ____ day of _____, 2023.

“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 _____, _____, _____ 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.

SS _____

