

**SUBDIVISION IMPROVEMENT AGREEMENT
MCNEIL SUBDIVISION**

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Yellowstone County**

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SUBDIVISION IMPROVEMENTS AGREEMENT

McNeil Subdivision

This agreement is made and entered into this 18th day of JANUARY, 2023, by and between *Brian and Juli McNeil*, whose address for the purpose of this agreement 5800 Thunder Ridge Road, **Billings, Montana 59101**, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY**, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of *McNeil Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; 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 *McNeil 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

No variances are requested as part of the subdivision application.

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.
- D.** There is attached hereto a Waiver waiving the right to protest the creation of the Rural Special Improvement District or districts (RSID) 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.** 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.
- F.** Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- G.** 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.
- H.** Lot owners or their agents will obtain an Access Permit from County Public Works prior to any construction for 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

A. Streets

- The property has access to Thunder Ridge Road, which provides access to Hillcrest Road.
- Hillcrest Road is a paved County road approximately 25-feet wide in a 60-foot easement. Thunder Ridge Road is a gravel private road approximately 16-feet wide in a 60-foot easement. There is an existing road maintenance agreement in place and the easement has been, or will soon be, expanded to allow for the new lot.
- No new roads will be constructed as part of this subdivision.
- Approach permits will be obtained for new approaches at time of construction in accordance to Yellowstone County Public Works standards.

B. Sidewalks

- No sidewalks will be installed in this subdivision, though they are included in the Waiver of Right to Protest.

C. Street Lighting

- No street lights will be installed in this subdivision, though they are included in the Waiver of Right to Protest.

D. Traffic Control Devices

- Traffic control devices, if required, will be provided by the subdivider in accordance with the specifications of the County Public Works and the local Fire Department.

E. Access

- Access to the subdivision will be from Hillcrest Road, a County-owned and maintained road, and Thunder Ridge Road, a private road maintained through a road maintenance agreement. Lot 1 will access Thunder Ridge Road in the Northeast corner of the Lot.

F. Billings Area Bikeway and Trail Master Plan (BABTMP)

- The subdivision is outside the BABTMP.

G. Public Transit

- No public transportation systems will be created or expanded as part of this subdivision.

IV. EMERGENCY SERVICES

- The subdivision is located within the Blue Creek Volunteer Fire Department service area.
- A dry hydrant is not required for a two-lot minor subdivision.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Section 4.7 of the Yellowstone County Subdivision Regulations.

VI. UTILITIES

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by the Yellowstone County Health Department. There is an existing home on Lot 2 with approved systems in place.

- The Subdivision water is proposed to be supplied by cisterns. Lot 2 has existing cisterns.
- Ne cisterns shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ. There are existing permitted cisterns on Lot 2.

B. Sanitary Sewer

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all sanitary sewer systems must obtain approval by the Yellowstone County Health Department. There is an existing home on Lot 2 with approved systems in place.

- The Subdivision is proposed to have individual septic and drainfield systems on each lot. Lot 2 has an existing septic and drainfield system.
- The new system shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ. There is an existing permitted septic and drainfield on Lot 2.

C. Power, Telephone, Gas, and Cable Television

- Power, natural gas, telephone, and cable will all be located within the right-of-way and utility easements shown on the plat.

VII. PARKS/OPEN SPACE

There is no parkland dedication requirement for first minor subdivisions (MCA 76-3-621(3)(e)).

VIII. IRRIGATION

There are no water rights associated with the property.

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 is not required by the Yellowstone County Subdivision Regulations as part of this plat. Unit 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 limitation for proposed construction on the lots, which may require a geotechnical survey prior to construction.

XI. PHASING OF IMPROVEMENTS

There is no intended phasing of improvements. Utilities will be constructed at the time of development.

XII. 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).

XIII. LEGAL PROVISIONS

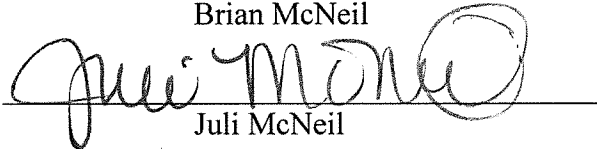
- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions 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.

“SUBDIVIDER”

Brian McNeil and Juli McNeil

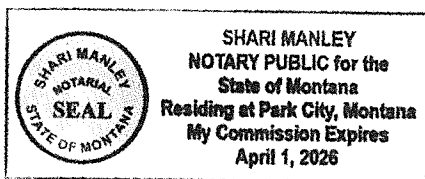

 Brian McNeil

 Juli McNeil

STATE OF MONTANA)
 : ss
 County of Stillwater)

On this 18th day of January, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Brian McNeil and Juli McNeil, the persons who executed the forgoing instrument and acknowledged to me that they 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: Shari Manley
 Residing at: Park City
 My commission expires: April 1st 2026



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 _____ 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) which the Yellowstone County may require for a period of twenty years from the date of this document's recording.

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:

McNeil Subdivision

Signed and dated this 18th day of January, 2023.

“SUBDIVIDER”

Brian McNeil and Juli McNeil



Brian McNeil

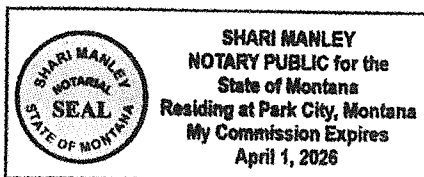


Juli McNeil

STATE OF MONTANA)
County of Stillwater) : ss

On this 18th day of January, 2023 before me, a Notary Public in and for the State of Montana, personally appeared Brian McNeil and Juli McNeil, the persons who executed the forgoing instrument and acknowledged to me that they executed the same.

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



Shari Manley
Notary Public in and for the State of Montana
Printed Name: Shari Manley
Residing at: Park City
My commission expires: April 1st 2026