

SUBDIVISION IMPROVEMENTS AGREEMENT

FOR

OLIVE GROVE SUBDIVISION

**PROPOSED SUBDIVISION IS LOCATED IN THE SE ¼ OF SECTION 6,
T1S, R25E, PMM, YELLOWSTONE COUNTY, MONTANA.**

PREPARED BY:

**NORTH STAR LAND SERVICES, P.C.
33 CENTENNIAL ROAD, COLUMBUS, MONTANA 59019**

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SUBDIVISION IMPROVEMENTS AGREEMENT
Olive Grove Subdivision

This agreement is made and entered in to this _____ day of _____, 20____, by and between **Darrell D. Aldinger and Betty S. Aldinger** whose address for the purpose of this agreement is **1929 Wyndam Park Drive, Billings, Montana 59102** and also **Kevin F. Kurth**, whose address for the purpose of this agreement is Box 23604, Billings, Montana 59104, hereinafter referred to as “Subdivider,” and **Yellowstone County, Montana**, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of Olive Grove 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 Board of County Commissioners conditionally approved a preliminary plat of Olive Grove 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 Olive Grove 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 Subdivisions Regulations, the rules, regulations, polices, 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 the other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

A. Subdivider has requested, and the county hereby grants, the following variances by the Board of County Commissioner from the strict interpretation of the County's Subdivision Regulations. No variances are requested.

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 construction on the lots, which may require a geotechnical survey prior to construction.

C. No water rights shall be transferred to the lot owners. Irrigation ditches that exist in the area of the lots 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 development 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. Olive Grove Subdivision is located outside of the 100-year floodplain.

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 relocation outside of the public right-of-way shall be subject to securing and recording easements.

H. Future maintenance of all (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.

I. Lot owners should be aware that there is a potential for high ground water levels in the area during times of flood irrigation in the vicinity, which may pose limitations on foundations and basements.

J. The Lots 1 and 2 will be used for commercial development, Lots 3,4 and 5 will be residential. All buildings will be located at least ten (10) feet from adjoining public rights-of-way and from any public or private access, and 10 feet from any perimeter property lines.

III. TRANSPORTATION

A. Streets

All rights-of-way shall be 60 feet in width.

All interior roads shall be constructed with 12 inches of 3-minus base course, 3 inches of 1.5 inches minus crushed base course top course, 3 inches of asphalt pavement and constructed to adequately support a 40-ton vehicle. Finish surface of gravel base shall be 28 feet in width for an asphalt width of 24 feet. No curb or gutter shall be constructed.

Roads will have drainage swales on both sides of the road to store storm water runoff from the public roadways. Driveway culverts are proposed. Drainage swales in between drive approaches shall not be altered by the Subdivider or subsequent owners. The buy/sell agreements on all parcels of land shall include a statement that drainage swales may not be altered.

The existing approach off 64th Street West will be replaced by a permanent approach built to County Public Works Standards.

B. Traffic Control Devices

A stop sign will be erected at the intersection of 64th Street West and Olive Branch Way.

Street name signs will be erected at the intersection of 64th Street West and Olive Branch Way.

No interior stop signs or yield signs are proposed as the traffic volume will be quite low. No speed bumps or valley gutters are proposed. No speed limit signs are proposed.

C. Access

Location of existing accesses and proposed accesses are shown on the plat.

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

Olive Grove Subdivision, is within the (BABTMP). There is a bike trail identified on 64th Street West. This subdivision will not be required to install any trail system.

IV. EMERGENCY SERVICES

A. BUFSA will provide fire suppression and emergency services.

B. A 30,000-gallon water storage/dry hydrant fixture is located on Block 1, Lot 7 of Fire Rock Subdivision and will service this subdivision.

C. Urban Wildland Interface Code requirements are not required as the subdivision is not located in a highly wooded area.

V. STORM DRAINAGE

A. Storm water from the public R.O.W. will be stored in the roadside swales. Individual lots will be required to provide their own storm water retention per approved plans by the Montana Department of Environmental Quality.

B. Existing drainage swales are also located along the existing road, Olive Branch Way, no improvements to the existing system are planned.

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. Water supply will be provided by offsite domestic water supply companies and stored on each lot in cisterns. Maintenance of the cisterns will be the responsibility of the individual lot owner.

B. Sanitary Sewer

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all sanitary sewer systems must obtain approval by the MDEQ, or its designee. Each lot will have individual Sewer systems installed. Maintenance of the sewer system will be the responsibility of the individual lot owner.

C. Power, Telephone, Gas and Cable Television

All utilities presently exist within Olive Grove Subdivision and will be extended to provide service to each.

VII. PARKS/OPEN SPACE

There is no parkland requirement for Olive Grove Subdivision, as this is a minor subdivision.

VIII. IRRIGATION

The owner will retain all water rights for Olive Grove Subdivision. No water rights will be transferred to the new lot owners. Existing ditches will be eliminated.

VIII. 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 the approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious s weeds being addressed and the plan for the control of those weeds. All associated cost for the 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

No geotechnical study was completed for this subdivision. Such a study will be the responsibility of future owners if they choose.

XI. PHASING OF IMPROVEMENTS

There will be no phasing of improvements.

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 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 post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

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.

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

“SUBDIVIDER”

By: _____
Darrell D. Aldinger

By: _____
Betty S. Aldinger

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 Darrell D. Aldinger and Betty S. Aldinger known to me to be the persons who executed the forgoing instrument and acknowledges to me that they executed the same.

Notary Public in and for the State of Montana.

Printed Name:

Residing at: _____

My commission expires: _____

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

“SUBDIVIDER”

By: _____
Kevin F. Kurth

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 Kevin F. Kurth known to me to be the persons who executed the forgoing instrument and acknowledges to me that they executed the same.

Notary Public in and for the State of Montana.

Printed Name:

Residing at:_____

My commission expires:_____

STATE OF MONTANA)
) ss
County of Yellowstone)

This agreement is hereby approved and accepted by Yellowstone County this _____ day of _____, 20_____.

“COUNTY”
YELLOWSTONE COUNTY

By: _____
Chairman

Commissioner

Commissioner

Attest: _____
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 County Commissioners and the 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 the Yellowstone County, Montana.

Notary Public in and for the State of Montana.

Printed name: _____

Residing at: _____

My commission expires: _____