

SUBDIVISION IMPROVEMENTS AGREEMENT
PETERSON ROAD ESTATES SUBDIVISION

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(Yellowstone County)

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PETERSON ROAD ESTATES SUBDIVISION

This agreement is made and entered into this ____ day of _____, 20__, by and between *Crown Acres Limited Partnership*, whose address for the purpose of this agreement is **1883 W. Royal Hunte Drive, Ste 200A, Cedar City, UT 84720**, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of *PETERSON ROAD ESTATES 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 *PETERSON ROAD ESTATES 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 *PETERSON ROAD ESTATES 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

There are no variances being requested 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 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 or more RSID(s) created as part of the SIA for 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 locating the access in an approved location at the lot 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

- There are no new roads required for this subdivision.

B. Traffic Control Devices

- There are no road improvements required with this subdivision. Therefore, no

traffic control devices will be installed. A street and stop sign is located at the intersection of Peterson Road and Highway 87.

C. Access

- The access to this subdivision shall be from Highway 87 to Peterson Road. Highway 87 is a Montana State highway which is maintained by the Montana Department of Transportation. Peterson Road is a graveled county easement road under Road Petition No. 385.

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

- This subdivision is not located within the BABTMP.

IV. EMERGENCY SERVICE

A 30,000-gallon water storage tank/dry hydrant will be installed on the southern side of Peterson Road within Lots __ and __. The dry hydrant will be located within a dry hydrant easement and will be maintained and serviced by an RSID. The Subdivider shall submit the dry hydrant system plans and specifications to the _____ Fire Department for review and approval prior to construction. The dry hydrant system will be installed by the Subdivider and inspected and approved by the _____ Fire Department prior to Final Plat approval.

V. STORM DRAINAGE

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

Stormwater improvements for future construction will be completed when the use and site layout on the lot have been determined by a future lot owner.

VI. UTILITIES

A. Water

Based on the acreage size of the lots within this subdivision along with the unknown use, size, and location of building(s) to be constructed, these lots will have water supply permitting completed at a future date. Since the lots are over 20 acres, the Subdivider will work with the future lot owners on completion of permitting through Yellowstone County Sanitarian, Riverstone Health Department, when use, size, and location on the lot have been determined.

B. Septic System

Based on the acreage size of the lots within this subdivision along with the unknown use, size, and location of building(s) to be constructed, these lots will have sanitary permitting completed at a future date. Since the lots are over 20 acres, the Subdivider will work with the future lot owners on completion of permitting through Yellowstone County

Sanitarian, Riverstone Health Department, when use, size, and location on the lot have been determined.

C. Power, Telephone, Gas, and Cable Television

The private utilities shall be installed within easements that are dedicated on the plat for Peterson Road Estates Subdivision.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed Peterson Road Estates Subdivision, as this is a minor subdivision [MCA 76-3-617(3) (a)].

VIII. IRRIGATION

There are no irrigation systems located within this 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 is not required with this subdivision.

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.

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.

“SUBDIVIDER”

Crown Acres Limited Partnership

Johnny Forgione, Managing Member

STATE OF _____)
: ss
County of _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of _____, personally appeared Johnny Forgione, known to me to be the Managing Member of *Crown Acres Limited Partnership*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

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), 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:

Peterson Road Estates Subdivision

Signed and dated this _____ day of _____, 20__.

Crown Acres Limited Partnership

Johnny Forgione, Managing Member

STATE OF _____)
: ss
County of _____)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of _____, personally appeared Johnny Forgione, known to me to be Managing Member of *Crown Acres Limited Partnership*, 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 _____
Printed name: _____
Residing in: _____
My commission expires: _____