

## **LONE EAGLE NORTH SUBDIVISION**

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## **LONE EAGLE NORTH SUBDIVISION**

**This agreement** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between Robert Arensberg, Yellowstone Farms LLC, whose address for the purpose of this agreement is **3680 Vickery Drive, Billings, Montana 59102**, 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 Yellowstone County Board of Planning recommended conditional approval of a preliminary plat of *LONE EAGLE NORTH SUBDIVISION*; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *LONE EAGLE NORTH 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 *LONE EAGLE NORTH 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**

Subdivider has requested, and the County hereby grants, the following variances by the County Commissioners from the strict interpretation of the County's Subdivision Regulations (Section 11.1 Yellowstone County Subdivision Regulations):

1. Dead End Length Variance for Section 4.6 part 7 of the Yellowstone County Subdivision Regulations.
2. Connectivity to adjacent Lone Eagle Subdivision, 5<sup>th</sup> Filing development variance for Section 4.6 part 3 of the 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 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 (1) 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 owners' expense.
- I. Lot owners will comply with Yellowstone County Subdivision Regulations for driveways. Driveways greater than 150 feet in length must have an approved turn-around at their terminus per Yellowstone County Subdivision Regulations.

### **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**

Swift Hawk Road, Stagecoach Trail, Whiskey Jack Road, Consuela Creek Lane, and Painted Horse Road within areas of 60 foot dedicated right-of-way or private access easements shall be built to county paved road standards with a satisfactory subbase, base course, and asphalt surface. Swift Hawk Road, Stagecoach Trail, Whiskey Jack Road, Consuela Creek Lane, and Painted Horse Road shall have either a dedicated 60' right-of-way or 60' private road easement as shown on the Plat. Swift Hawk Road will be public dedicated right-of-way to 90 feet south of the intersection with Whiskey Jack Road, at which point it will transition to private roadway. Stagecoach Trail will be public dedicated right-of-way to 70 feet north of the intersection with Painted Horse Road, at which point it will transition to private roadway.

Roads will be paved to the end of the lots being developed as identified in the phasing section herein. The design cross-section shall be a 24-foot asphalt width street with 2-foot-wide gravel shoulders and shoulder drainage swales. The dedicated portions of Stagecoach Trail, Whiskey Jack Road, and Swift Hawk Road, will be maintained by creation of a new county road RSID. Private access easement sections of the roadways will be maintained by creation of an HOA made up of the lots within the Lone Eagle North Subdivision. A gate will be installed at the end of the public dedicated portion of the roadways for Stagecoach Trail and Swift Hawk Road and the gate will be operated and maintained by an HOA created by the Subdivider. Gates must automatically open when a vehicle is leaving the property, to allow future traffic from adjacent connected subdivisions to exit through Lone Eagle North Subdivision roadways.

## **B. Traffic Control Devices**

Street name and stop signs for streets within the subdivision, or located immediately adjacent thereto, shall be furnished and installed in accordance with the specifications of the Yellowstone County Public Works Departments.

## **C. Access**

Primary and secondary access to the subdivision will be from Alkali Creek Road.

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

There is no proposed trail identified near this subdivision. The applicant is not responsible for any additional road development for bike lanes.

## **IV. EMERGENCY SERVICE**

Two 30,000-gallon water storage tank/dry hydrants will be installed on the western side of Stagecoach Trail within Lot 6, Block 1 and on the eastern side of Swift Hawk Road within Lot 2, Block 4 of Lone Eagle North Subdivision. The dry hydrants will be located within dry hydrant easements and will be maintained and serviced by a new dry hydrant RSID made up of the lots within the Lone Eagle North Subdivision. The dry hydrant system will be installed by the Subdivider and inspected and approved by the Fuego Volunteer Fire Company.

## **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 the Montana Department of Environmental Quality (MDEQ), or its designee.

Stormwater will be collected onsite using a combination of swales, culverts, and the natural slope of the land and delivered to onsite storm detention facilities.

## **VI. UTILITIES**

### **A. Water**

Public water service is not available in the subdivision at this time. In accordance with Section 4.4.E. Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by MDEQ, or its designee.

Individual wells or cisterns will be permitted. An approval letter from MDEQ will be submitted with the final plat. The maintenance and operation of the individual systems will be facilitated by the individual lot owner.

### **B. Septic System**

Municipal public sewer service is not available in the subdivision at this time. In accordance with Section 4.4.E. Yellowstone County Subdivision Regulations, all proposed sanitary sewer systems must obtain approval by MDEQ, or its designee.

Individual septic systems will be permitted. An approval letter from MDEQ will be submitted with the final plat. The maintenance and operation of the individual systems will be facilitated by the individual lot owner.

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

The private utilities shall be installed within the provided easements. 8-foot-wide utility easements have been shown on the plat adjacent to all streets within the subdivision per the request of the utility companies.

## **VII. PARKS/OPEN SPACE**

No public parkland dedication is required for this Subdivision. Private parkland will be dedicated for the Subdivision and maintained privately by creation of an HOA made up of the lots within the Subdivision.

## **VIII. IRRIGATION**

No internal irrigation facilities border the subdivision. There are no water shares to be transferred to the lot 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. 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.
- B. 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 investigation Phase I of the Subdivision was completed by Rimrock Engineering in July of 2025. The following is the executive summary of this report:

- Based on materials encountered in our recent borings, underlying about a foot of gravel surfacing, the subsurface profile generally consists of about 3 feet of loose to medium dense clayey sand soils overlying weathered sandstone bedrock. Groundwater was not encountered while drilling or for the short duration the borings were allowed to remain open.
- Clayey sand soils were encountered throughout the new road alignment. Sand soils are typically fair materials for supporting road sections for vehicle use. Subgrade remediation in the form of scarification, moisture conditioning, and recompaction should create a stable base for road construction. Good positive drainage will be important for longevity of pavement sections.
- Weathered sandstone bedrock was encountered within the borings drilled throughout the site. The bedrock is weathered, moderately hard near the surface and generally becomes more competent with depth. During drilling operations, we were able to advance solid stem, carbide tipped-augers through the native bedrock. Typically, this is indicative that contractors will be able to excavate the weathered bedrock using heavy-duty excavation equipment potentially combined with ripping or rock-hammering.

## **XI. PHASING OF IMPROVEMENTS**

Included herein is a description of lots included within each phase and associated improvements

to be completed with each phase. Phases are listed on the face of the plat.

**A. Phase I**

- Phase I includes Lots 4, 5, 6, 7, and 9 of Block 3.
- Swift Hawk Road will be constructed in its entirety along and a temporary cul-de-sac at the terminus of the roadway will be constructed. A dry hydrant will be constructed on Lot 2 of Block 4 in this phase. A private gate will be installed at the end of the public dedicated portion of Swift Hawk Road. Phase I will be opened at the time of final plat.

**B. Phase II**

- Phase II includes Lots 2, 4, and 5 of Block 1 and Lots 1 and 8 of Block 3.
- Stagecoach Trail will be constructed to the intersection with Painted Horse Road and Painted Horse Road will be constructed in its entirety. A dry hydrant will be installed on Lot 5 of Block 1. Phase II is anticipated to be opened in 2029.

**C. Phase III**

- Phase III includes Lots 1, 3, 6, and 7 of Block 1; Lots 2 and 3 of Block 3; all Lots of Blocks 2 and 4; and Lots 1, 2, and 3 of Block 5.
- All of Whiskey Jack Road will be constructed between Swift Hawk Road and Stagecoach Trail. Stagecoach Trail will be constructed from the end of Phase II to its terminus at the intersection with Consuela Creek Road. A temporary cul-de-sac will be constructed at the end of Stagecoach Trail. Phase III is anticipated to be opened in 2032.

**D. Phase IV**

- Phase IV includes Lots 4 and 5 of Block 5.
- Consuela Creek Road will be extended to the east edge of Lot 5 of Block 5 with construction of a temporary cul-de-sac. Phase IV is anticipated to be opened in 2036.

## **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.

## **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”

## *Yellowstone Farms LLC*

By: \_\_\_\_\_

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 Robert Arensberg, known to me to be member of *Yellowstone Farms LLC*, who executed the foregoing instrument and acknowledged to me that he/she 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 \_\_\_\_\_, 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:

## LONE EAGLE NORTH SUBDIVISION

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

*Yellowstone Farms LLC*

By: \_\_\_\_\_

Its: \_\_\_\_\_

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 Robert Arensberg, known to me to be a member of *Yellowstone Farms LLC*, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEROF, 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: \_\_\_\_\_