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SUBDIVISION IMPROVEMENTS AGREEMENT  
*EASTSLOPE MEADOWS SUBDIVISION*  
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Yellowstone County

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*(Subdivision Improvements Agreement)*

This agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between *Hardrives Construction, Inc.*, whose address for the purpose of this agreement is PO Box 2535, Billings, MT 59103, 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 *Eastslope Meadows 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 *Eastslope Meadows 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 *Eastslope Meadows 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

A. The subdivider requests no variances for the *Eastslope Meadows 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. A RSID has been prepared for future maintenance of all public (or common) improvements 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.

### 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

The Eastslope Meadows Subdivision includes the following internal public access roads:

- All four roads within the subdivision have been installed to a standard asphalt 28-foot-width and are located within 60' wide public right of way as displayed on the final plat and will be maintained by an RSID created with this subdivision. The four roads are named Westwind Way, Prairie Grass Lane, Russian Olive Drive and Neveah Lane. Russian Olive Drive and Neveah Lane will provide access to the subdivision from South 64<sup>th</sup> Street West.

#### B. Traffic Control Devices

- Stop signs have been installed at the intersection of Russian Olive Drive and S 64<sup>th</sup> Street W and the intersection of Neveah Lane and S 64<sup>th</sup> Street W. Both stop signs face internally into the subdivision.
- A Traffic Impact Study has been prepared for the Eastslope Meadows Subdivision. All recommended changes from the Traffic Impact Study have been installed.

#### C. Access

- There are two accesses for this subdivision, each approach is 60' wide. Both approaches are from South 64<sup>th</sup> St. West.
- All lots within the subdivision are accessed using the internal public road network.

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

The Eastslope Meadows Subdivision is near the BABTMP, with a Bike Lane Future and Shared Use Path located along South 64<sup>th</sup> St. West, however the trail does not intersect the property thus no easements or trail improvements are required.

### IV. EMERGENCY SERVICE

- Billings Urban Fire Service Area will provide fire protection for the subdivision. A new 30,000-gallon dry hydrant has been constructed within the subdivision to provide fire protection.
- Police protection is provided by Yellowstone County Sheriff's Department.
- Ambulance Service is provided by American Medical Response.

### V. STORM DRAINAGE

- A system of roadside ditches and retention ponds for each lot has been approved by MDEQ.
- All drainage improvements comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan has been submitted and approved by MDEQ.

### VI. UTILITIES

#### A. Water

- Each lot will have an individual well approved by MDEQ and DNRC.
- MDEQ approval for these systems has been granted and will be included with the final plat filing.
- Section 4.9 of the Yellowstone County Subdivision Regulations concerning water has been complied with.

B. Septic System

- Lot 1 is served by an existing gravity septic system.
- Lots 2-9 are approved to be served by individual raised sand mound drainfields.
- MDEQ approval has been granted for these systems will be included with the final plat filing.
- Section 4.8 of the Yellowstone County Subdivision Regulations concerning septic systems has been complied with.

C. Power, Telephone, Gas, and Cable Television

- These utilities will be provided within the 60' public access easements created as part of this subdivision, displayed on the face of the final plat and included as documents within the final plat submittal.

D. Solid Waste

- Solid waste will be disposed of by a local waste collection company and will be sent to the Billings Regional Landfill.

VII. PARKS/OPEN SPACE

There is no parkland dedication requirement for this subdivision, as all parcels are nonresidential pursuant to (76-3-621(3)(a-e), MCA) and the Yellowstone County Subdivision Regulations Section 10.8.

VIII. IRRIGATION

- The Danford Drain irrigation ditch located adjacent to the southern border of the property will remain unobstructed and unaffected by this subdivision.
- No water rights exist within this subdivision thus no water rights will be transferred to individual 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 Weed Management Plan has been approved by the Yellowstone County Weed Department and will be filed with the final plat. Said weed management plan includes 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 has been approved as part of the management plan. A seeding recommendation has been 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

The subdivider has not completed any geotechnical study. Lot owners are encouraged to perform individual geotechnical studies prior to building.

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.

(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)

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.





