

**WHITE BUFFALO SUBDIVISION**  
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## WHITE BUFFALO SUBDIVISION

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between Cody M. Anderson, whose address for the purpose of this agreement is **3220 White Buffalo Road, Huntley, Montana 59037**, hereinafter referred to as "Subdivider," and **YELLOWSTONE COUNTY, Montana**, hereinafter referred to as "County."

**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 *WHITE BUFFALO 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 requests no variances.

### **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) of which a waiver of right to protest is included with this SIA.
- 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 requiring an access that does not exist prior to the time of this 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**

No roads or streets will be required for the Subdivision. Access to the lots are provided by White Buffalo Road that has a 60 foot right-of-way.

#### **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 access to the subdivision will be from White Buffalo 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**

The property is located within the Huntley Fire Service Area. A 30,000-gallon water storage tank/dry hydrant will not be required for White Buffalo Subdivision.

## **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 is collected onsite using a combination of swales, culverts, and the natural slope of the land and delivered to onsite storm detention facilities as shown in the approved sanitation permits for the property.

## **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.

Each property is served by existing cisterns. Individual cisterns were permitted through Riverstone Health under permit numbers 8608 and 16806. 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.

Each property is served by existing drainfields. Individual drainfields were permitted through Riverstone Health under permit numbers 8608 and 16806. 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. A 10-foot-wide utility easement has been shown on the plat adjacent to White Buffalo Road within the subdivision.

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

Parkland dedication is not required for this 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**

Lot owners should be aware that soil characteristics within the area of this subdivision, as described in 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.

## **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”

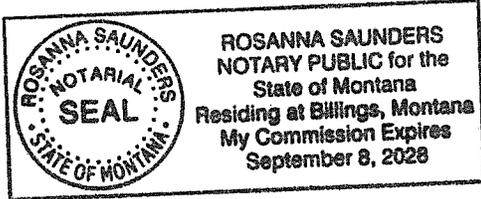
Cody M. Anderson

By: Cody M Anderson

Its: DWMAR

STATE OF MONTANA )  
 : SS  
County of Yellowstone )

On this 20<sup>th</sup> day of February, 2016, before me, a Notary Public in and for the State of Montana, personally appeared Cody Anderson, known to me to be the owner, who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Rosanna Saunders  
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: \_\_\_\_\_

