

SUBDIVISION IMPROVEMENTS AGREEMENT
(Lazy JX Subdivision)
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(Yellowstone County)

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SUBDIVISION IMPROVEMENTS AGREEMENT

Lazy JX Subdivision

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __, by and between *Thomas L. Altman*, whose address for the purpose of this agreement is *2135 Spring Creek Road, Laurel, MT 59044*, hereinafter referred to as “Subdivider,” and the **Yellowstone County**, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20 __, the City Planning Board recommended conditional approval of a preliminary plat of *Lazy JX Subdivision*; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20 __, the County Commissioners conditionally approved a preliminary plat of *Lazy JX 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 *Lazy JX 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. No variances are requested for the proposed subdivision.

II. CONDITIONS THAT RUN WITH THE LAND

A. Lot owners should be aware that this subdivision is being built near 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. The developer has conducted a preliminary geotechnical investigation which can be used for informational purposes only, however, is not sufficient to build structures from. The City of Laurel has obtained a copy of this report and is available upon request.
- 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.** The Subdivider and subsequent contractors/builders acknowledge that a Stormwater Pollution and Prevention Plan (SWPPP) may be required to be filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ.
- F.** Culverts and associated drainage swales shall not be filled in or altered by the Subdivider or subsequent lot owners.
- G.** Lot owners should be aware that portion(s) of this property lie within the floodplain/floodway, as depicted on the Flood Insurance Rate Maps (FIRM) for this area. Please be advised that special development restrictions may apply within these specified areas

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

- a. Access is provided by River Road, a paved County road approximately 30-feet in width. An additional 30-feet of right of way will be dedicated as shown on the plat.

B. Sidewalks

- a. No sidewalks are existing in the vicinity and none are proposed to be constructed as a part of the development of this subdivision.

C. Street Lighting

- a. No street lighting is proposed within the development, however, street lighting is included in the waiver of right to protest.

D. Traffic Control Devices

- a. The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and approved by the City of Laurel Public Works Department.

E. Access

- a. Access to the subdivision is provided from River Road, a County road.

F. Bike or Pedestrian Trail Plans

- a. No bike or pedestrian trails exist in the vicinity of the subdivision and none are proposed to be developed as part of this subdivision.

G. Public Transit

- a. No location for public transit connection will be provided within the development.

IV. EMERGENCY SERVICE

The Laurel Volunteer Fire Department (LVFD) currently provides fire protection services for the subdivision.

Construction of buildings made of combustible materials shall have an adequate fire apparatus access road to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code.

At a minimum, the following is required:

- a. An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.

- b. The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- c. The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the Montana Standards for Subdivision Storm Water Drainage as outlined by the Montana Department of Environmental Quality (MDEQ), or its designee.

Lot owners shall be responsible for the operation and maintenance of all storm drainage facilities.

VI. UTILITIES

A. Water

Potable water shall be supplied by individual wells and shall follow the requirements in any approval(s) by the Montana Department of Environmental Quality (DEQ) and Riverstone Health.

B. Sanitary Sewer

Wastewater shall be disposed of by individual drainfields and shall follow the requirements in any approval(s) by the Montana Department of Environmental Quality (DEQ) and Riverstone Health..

C. Power, Telephone, Gas, and Cable Television

Power, natural gas, telephone, and cable will all be located within the right-of-way and utility easements as shown on the plat.

VII. PARKS/OPEN SPACE

No parkland dedication is required for a minor subdivision (76-3-621(3)(e), MCA).

VIII. IRRIGATION

No water rights are being transferred to future property owners within the subdivision.

IX. SOILS/GEOTECHNICAL STUDY

No soils/geotechnical study has been performed for this subdivision. It is the responsibility of future lot owners to ensure the appropriate base and materials are used in construction.

X. PHASING OF IMPROVEMENTS

There will be no phasing as part of this subdivision.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. 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 installed as approved by the Public Works and Public Utilities Department.

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.

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 Special Improvement Districts (SID's), which Yellowstone County may require for a period of twenty years from the date of this document's recording.

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:

Thomas L. Altman

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

Subdivider/Owner

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 _____, 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 Montana

Printed name: _____
Residing in Billings, Montana
My commission expires: _____