

BRING IT BACK SUBDIVISION

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BRING IT BACK SUBDIVISION

This agreement is made and entered into this ____ day of _____, 20 __, by and between Wyatt J. Johnson, Member of Flip 406 LLC, a Montana limited liability company, whose address for the purpose of this agreement is **2212 Grant Road, Suite 4-333, Billings, MT 59102**, 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 *BRING IT BACK 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 located in a rural area of Yellowstone County in close proximity to native 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 observed in test pits excavated on the Property and described in the USDA Yellowstone County Soil Survey, indicate that there may be potential limitations for proposed construction on the lots. In addition, portions of the Property have slopes ranging from 0% to 30%, which may require site-specific design considerations and possibly a geotechnical evaluation prior to construction.
- C. Each lot will be served by an individual water supply system consisting of a hauled-water cistern. The existing cistern will serve the existing residence on Lot 1, and a new cistern will be installed to serve the proposed residence on Lot 2. No water rights have been transferred to the lot owners. Any irrigation ditches or drainage facilities located on or adjacent to the perimeter of this development are for the benefit of other properties and 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 a 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. The Waiver will be filed with the plat, shall run with the land, and shall constitute a guarantee by the Subdivider and all present and future owners of the lots within the subdivision. Said Waiver is effective upon filing and is not conditioned upon the completion of any improvements.

- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by future road improvements, any fences or irrigation ditches located within the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way. Any relocation outside of the public right-of-way shall be subject to the securing and recording of appropriate 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 shall obtain an Access Permit from Yellowstone County Public Works prior to construction of any new access serving a lot within the subdivision where such access did not exist at the time of subdivision approval. The permit application shall include a site plan showing the proposed location of the access and demonstrating compliance with applicable County standards and the approved stormwater requirements for the subdivision. Failure to obtain approval prior to construction may result in removal and relocation of the access at the lot owner's expense.

III. TRANSPORTATION

No improvements are being made as part of this subdivision.

A. Streets

No new roads or streets are proposed or required for this Subdivision. Both Lot 1 and Lot 2 will utilize existing access from adjacent Shooters Bluff Trail, a private roadway.

B. Traffic Control Devices

No traffic control devices are planned for the project as the adjacent roadway is existing.

C. Access

Primary access to the subdivision will be from Shooters Bluff Trail, a private road.

IV. EMERGENCY SERVICE

The Huntley Volunteer Fire Department has jurisdiction over this subdivision. A 30,000-gallon water storage tank/dry hydrant will not be required for Bring it Back Subdivision as there are only two lots being created.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of Section 4.7 of the Yellowstone County Subdivision Regulations. Stormwater management for the Subdivision has been evaluated and designed in accordance with applicable Montana Department of Environmental Quality (MDEQ) requirements. A separate Stormwater Report outlining design criteria, calculations, and proposed facilities is included with this application.

Stormwater will be managed on-site through the use of natural topography, grading, and a constructed stormwater infiltration pond, as shown on the approved site layout and sanitation permit documents. Runoff from impervious areas associated with the residences and driveways will be directed to the infiltration areas on the lots per permitting documents. The stormwater infiltration pond located on Lot 1 is already constructed. The infiltration pond located on Lot 2 will be completed at the time of future residence construction.

VI. UTILITIES

A. Water

Public water service is not available to the Subdivision. In accordance with Section 4.9.B of the Yellowstone County Subdivision Regulations, all water supply systems must obtain approval from the Montana Department of Environmental Quality (MDEQ), or its designee. The property is within the Long-Range Urban Planning Area. All water systems are designed for compatibility to connect to future public systems.

Lot 1 is currently served by an existing individual hauled-water cistern. This cistern will be replaced to service the existing residence. Lot 2 will be served by a new individual hauled-water cistern to be installed as part of this Subdivision and permitted through the appropriate reviewing authority. The maintenance and operation of each individual cistern system shall be the responsibility of the respective lot owner.

B. Septic System

Municipal public sewer service is not available in the subdivision at this time. In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all proposed sanitary sewer systems must obtain approval by MDEQ, or its designee. The property is within the Long-Range Urban Planning Area. All sanitary sewer systems are designed for compatibility to connect to future public systems.

Each property is served by existing drain fields. Individual drain fields 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 20-foot-wide utility easement has been shown on the plat adjacent to Shooters Bluff Trail within the subdivision.

VII. PARKS/OPEN SPACE

Parkland dedication is not required as there are only two lots being created.

VIII. IRRIGATION

There are no internal irrigation facilities serving the Subdivision. No water rights or irrigation shares are being transferred to the lot owners as part of this Subdivision. Any existing irrigation ditches or drainage facilities located along the perimeter of the Property serve adjacent lands and shall not be altered or obstructed by the Subdivider or subsequent 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.

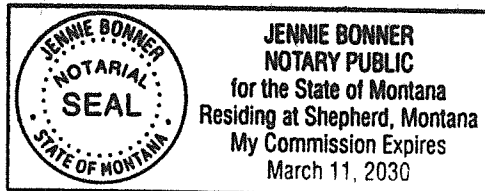
"SUBDIVIDER"

Wyatt J. Johnson, Member
Flip 406 LLC, a Montana limited liability company

By: Wyatt J. Johnson
Its: Member

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 3rd day of August, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Wyatt J. Johnson, known to me to be a Member of Flip 406 LLC, a Montana limited liability company, who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Jennie Bonner
Notary Public in and for the State of Montana
Printed Name: Jennie Bonner
Residing at: Shepherd
My commission expires: March 11 2030

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:

BRING IT BACK SUBDIVISION

Signed and dated this 3rd day of August, 2026.

Wyatt J. Johnson, Member
Flip 406 LLC, a Montana limited liability company

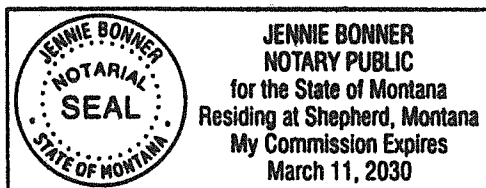
By: Wyatt J. Johnson

Its: Member

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 3rd day of August, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Wyatt J. Johnson, known to me to be a Member of Flip 406 LLC, a Montana limited liability company, 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.



Jennie Bonner
Notary Public in and for the State of Montana
Printed name: Jennie Bonner
Residing in: Shepherd
My commission expires: March 11, 2030