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SUBDIVISION IMPROVEMENTS AGREEMENT

Majestic Cove Mobile Home & RV Park

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SUBDIVISION IMPROVEMENTS AGREEMENT

Majestic Cove Mobile Home & RV Park

This agreement is made and entered into this ____ day of _____, 20__, by and between Rockie and Dena McCaffree, whose address for the purpose of this agreement is **838 Countryman Creek Road Columbus, MT 59019**, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY, Montana**, hereinafter referred to as “County.”

WHEREAS, the plan for Majestic Cove Mobile Home & RV Park, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plan of Majestic Cove Mobile Home & RV Park; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plan of Majestic Cove Mobile Home & RV Park; and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plan.

WHEREAS, the provisions of this agreement shall be effective and applicable to Majestic Cove Mobile Home & RV Park upon the filing of the final plan 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

No variances requested.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Renters should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that renters 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. 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.
- C. 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 plan, shall run with the land, and shall constitute the guarantee by the Subdividers 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 Subdividers specifically agree that they are waiving valuable rights and do so voluntarily.
- D. Culverts and associated drainage swales shall not be filled in or altered by the Subdividers or subsequent owners.
- E. When required by future 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 easements.
- F. No public improvements are proposed. Future maintenance of all private improvements shall be the responsibility of the owner(s) of the Mobile Home and RV Park.

III. TRANSPORTATION

- A. **Roads.** Coulson Road is a public road located on railroad right-of-way. Dvorak Lane, Yankee Street, and Lulu Lane are existing private roads that shall serve as legal and physical access for the proposed subdivision.
- B. **Traffic Control Devices.** Stop signs at the intersections of Lulu Lane and Coulson Road and Dvorak Lane and Coulson Road will be required.
- C. **Access.** All improvements in the public road right-of-way, including driveways, culverts or valley gutters will be in accordance with the plans and specifications as

approved by the county public works office.

- D. **Billings Area Bikeway & Trail Master Plan (BABTMP).** This development is not within the BABTMP.

IV. **EMERGENCY SERVICE**

Emergency services will be provided by the Yellowstone County Sheriff Department and the Lockwood Fire Department. Access to this development is provided by Coulson Road (existing county road). Emergency service providers will be provided access via Dvorak Lane, Lulu Lane, and Yankee Street (existing private roads). These private roads are 26-foot wide gravel roads. Water storage tanks/dry hydrants are not required of this development. The Lockwood Fire Department has stated that a Water Tender with 3500 gallons of water would serve the subdivision, with a response time of three to five minutes.

V. **STORM DRAINAGE**

All drainage improvements shall comply with the provisions of the Section 4.7 Yellowstone County Subdivision Regulations and a storm water management plan shall be submitted to and approved by the Montana Department of Environmental Quality (MDEQ).

Storm water runoff shall be mitigated through existing landscaping (lawn) and proposed storm water ditches as approved by DEQ. The ditches will be located in the northeast portion of the site (the north side of the private parkland area), the north central part of the site between Yankee Street and the road extension site, and in the central portion of the site south of Unit 17 and north of Units 13 and 18.

VI. **UTILITIES**

A. **Water**

The proposed water supply systems for each space for rent shall consist of a public water supply constructed and maintained by the owner via two on-site wells, as approved by MDEQ.

B. **Septic System**

Existing individual on-site wastewater treatment systems will be utilized for existing mobile homes. Multi-user on-site wastewater treatment systems will be utilized for RV spaces for rent. The property owner will be responsible for the construction and maintenance of the on-site wastewater treatment systems as approved by the MDEQ and County Sanitarian.

C. **Power and Telephone**

Power (overhead) and telephone (underground) are located along Coulson Road. The

property owner shall coordinate installation of electrical power facilities with the various utility companies at time of construction of RV spaces. Electrical power and telephone facilities are already supplied to all existing mobile homes.

VII. PARKS/OPEN SPACE

11% or 1.66 acres of open space is being provided as private parkland for this subdivision. The open space already exists and will be shown on the final lot layout as parkland and open space. Maintenance of the parkland will be the responsibility of the owner(s) of the Mobile Home and RV Park.

VIII. IRRIGATION

No irrigation district is affected by the proposed development.

IX. WEED MANAGEMENT

All noxious weed on the latest Yellowstone County Noxious Weed List shall be controlled throughout 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 plans 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 re-vegetation 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.

- C. Restoration of construction sites
 - 1. Broadcast seed (Pure Live Seed) 14 lbs. per acre
 - 2. Seed type and rate
 - Crested wheat grass 5 lbs. per acre
 - Alfalfa 1 lb per acre
 - Dahurian Wildrye 1 lb per acre
 - 3. Fertilizer 100 lbs. of 0-14-0 phosphate per acre
 - 4. Roller packed a minimum of three times after broadcasting seed to pack seed ¼ inch into soil.
 - 5. Seed November to March or as authorized by the weed district.
 - 6. Seed must be certified noxious weed seed free.

X. 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.

XI. LEGAL PROVISIONS

- A.** Subdividers agree 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 property 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 give any notice shall be entitled to reasonable attorney fees and costs.
- E.** Any amendments or modifications of this agreement or any provision herein shall be made in writing and executed in the same manner as this original document and shall, after execution, become a part of the agreement.
- F.** Subdividers shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdividers acknowledge and agree that nothing contained herein shall relieve or exempt it from such compliance.
- G.** Subdividers agree to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plan approval.

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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 District (RSID'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:
Majestic Cove Mobile Home & RV Park

Being located in SW1/4 of SE 1/4 of Section 8, T01N, R27E, PMM, Yellowstone County, Montana.

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

Subdivider/Owner

Subdivider/Owner

Rockie McCaffree

Dena McCaffree

