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SUBDIVISION IMPROVEMENTS AGREEMENT
Aspen Ridge Subdivision, 2nd Filing
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(Yellowstone County)

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SUBDIVISION IMPROVEMENTS AGREEMENT

Aspen Ridge Subdivision, 2nd Filing

This agreement is made and entered into this ____ day of _____, 2016, by and between *Superior Builders, LLP*, whose address for the purpose of this agreement is **832 Granite Estates Ln, Billings, MT 59101-6888**, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of *Aspen Ridge Subdivision, 2nd Filing*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 2016, the Board of Planning recommended conditional approval of a preliminary plat of *Aspen Ridge Subdivision, 2nd Filing*; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 2016, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Aspen Ridge Subdivision, 2nd Filing*; 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 *Aspen Ridge Subdivision, 2nd Filing* 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.

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.** 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.
- D.** Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners. Storm drainage swales will be located along San Marino Drive to collect and channel stormwater to the stormwater ponds, as shown on the plat. Driveway culverts shall be at a minimum 21 inches in diameter.
- E.** 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 at no cost to the County and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- F.** Subdivider will be required to expand the existing RSID #698 for the maintenance of the extension of San Marino Drive. A new RSID will be created for the maintenance of the storm water facilities and walkway from the cul-de-sac in San Marino to Noblewood Drive.
- G.** The lots within this subdivision will be assessed for the maintenance of the parkland through the expansion of the Harris Park 'Park Maintenance District' #634 which will be expanded prior to final plat approval.
- H.** A Master Plan of Lot 11, Block 3, Aspen Ridge Subdivision, 2nd Filing has been provided. The water main will be connected to the existing main at the intersection of Noblewood Drive and Brookwood Drive. These are conditions of approval from the Aspen Ridge Subdivision, 1st Filing SIA.

- I. A zoning compliance permit is required prior to home construction to ensure full compliance with setbacks, lot coverage, height, and use allowances within the Residential-9600 zoning district.
- J. Lot 9 is not buildable at this time. If the use ever changes, proper access must be provided. Therefore, a 1'-wide controlled access easement has been provided adjacent to Noblewood Drive.

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.** Tanglewood Drive and San Marino Drive shall serve as primary legal and physical access for all proposed lots. San Marino Drive shall be extended as shown on the plat and shall be a 60-foot right-of-way dedicated road with 24-foot paved surfaces and 2-foot gravel shoulders. Utility easements adjacent to the right-of-way are shown on the plat.

The 40-foot half right-of-way for Noblewood Drive shall be dedicated at this time. Noblewood Drive shall be extended to the southern edge of Lot 8 with a 20-foot wide gravel surface and will meet Yellowstone County Gravel Road Standards. Noblewood Drive will be constructed to Yellowstone County paved road standards with any subsequent filings, as shown on the master plan.

County RSID #698 for maintenance of the extension of San Marino Drive and Tanglewood Drive will be expanded before the final subdivision plat is filed.

B. **Traffic Control Devices**

1. The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices. No traffic signals are required for this subdivision.

2. A 'No Outlet' sign shall be installed at the intersection of San Marino Drive and Tanglewood Drive.

- C. **Access.** All improvements in the public road right-of-way, including driveways and culverts will be in accordance with the plans and specifications as approved by the Yellowstone County Public Works Department.

- D. **Billings Area Bikeway and Trail Master Plan.** This development is not within the BABTMP. A 5-foot wide pedestrian walkway/trail easement was provided with Aspen Ridge Subdivision, 1st Filing along the North side of San Marino Drive and on the East side of Tanglewood Drive. The path within

Aspen Ridge Subdivision, 1st Filing will be completed prior to filing of final plat. That 5-foot wide pedestrian walking/trail easement will not be extended to the east along the North side of San Marino Drive, as the majority of the lots are greater than 25,000 sf. A 20-foot wide utility and pedestrian access easement will be provided from the cul-de-sac on San Marino Drive, through Lot 8 between the two stormwater ponds and connect to Noblewood Drive, as shown on the plat. A 6-foot wide concrete path shall be installed within the easement. The walkway is required to be built prior to final plat approval and shall be designed and built in accordance with BABTMP specifications. In accordance with Lockwood Fire Department regulations, bollards or a chain gate will be installed to prevent vehicular access through said 20'-wide easement.

IV. EMERGENCY SERVICE

Fire hydrants shall be provided in accordance with the Lockwood Water and Sewer District specifications.

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. Copies of the stormwater management plan will be provided to both the City-County Planning Division and the County Public Works Department.

There is an existing detention facility at the northern end of the subdivision. This pond shall not be altered with the subdivision.

The existing berm on Lot 5, Block 3, Aspen Ridge Subdivision, 1st Filing within the subdivision was built at some time in the past. This berm will be removed with the subdivision. To replace the storm water detention volume, new ponds will be constructed at the east end of San Marino Drive and adjacent to Noblewood Drive. This facility will intercept the historical runoff and provide for additional storage for future phases of the subdivision.

Lot 8 has been created for the pond areas and will continue to be owned by the Subdivider. An easement over the entire lot shall be granted to the County for maintenance. A County RSID for maintenance of ponds and swales will be created or expanded before the final subdivision plat is approved.

Storm drainage swales will be located along San Marino Drive to collect and channel stormwater to the stormwater ponds, as shown on the plat. Driveway culverts shall be at a minimum 21 inches in diameter.

VI. UTILITIES

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by the MDEQ, or its designee.

Water shall be provided to the subdivision from the existing Lockwood water mains located in the right-of-way of San Marino Drive and Noblewood Drive. A new 8-inch water main and pressure reducing valve (PRV) shall be installed in San Marino Drive. A new 10-inch water main shall be extended south approximately 500' from the intersection of Brookwood Drive and Noblewood Drive. A 20-foot wide utility and pedestrian access easement will be provided from the cul-de-sac on San Marino Drive, through Lot 9 between the two stormwater ponds and connect to Noblewood Drive, as shown on the plat. Installation of the water lines shall be in accordance with plans and specifications approved by the Lockwood Water and Sewer District and the MDEQ.

B. Septic System

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all proposed sanitary sewer systems must obtain approval by the MDEQ, or its designee.

The individual on-site sewer systems will be installed as approved by the MDEQ.

C. Power, Telephone, Gas, and Cable Television

Existing utilities have been installed in the utility easements adjacent to the right-of-way. The new extensions for this subdivision shall also be placed in 8-foot wide utility easements. Each lot owner shall coordinate installation of facilities with the various utility companies. All utilities shall be placed underground.

VII. PARKS/OPEN SPACE

The parkland requirement for this subdivision is 7.5% of the net lot area of Lots 1-7 and Lots 9-14. A total of 0.596 acres of parkland will be required.

The property owner has agreed to meet this requirement through a cash payment in lieu of land dedication.

The lots within this subdivision will be assessed for the maintenance of the parkland through the expansion of the Harris Park 'Park Maintenance District' #634 which will be expanded prior to final plat approval.

VIII. 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.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical study was not completed for this subdivision. 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.

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 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. 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.

This agreement is hereby approved and accepted by Yellowstone County, this ____ day of _____, 2016.

“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 _____, 2016, 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: _____

