

SUBDIVISION IMPROVEMENTS AGREEMENT
Eco Built Subdivision 2nd Filing

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This agreement is made and entered into this ___ day of _____, 2017, by and between *Eco Built Homes* whose address for the purpose of this agreement is **4563 Coulee Drive Billings, MT 59101**, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of Eco Built 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 _____, 2017, the Board of Planning recommended conditional approval of a preliminary plat of “*Eco Built Subdivision second 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 *Eco Built Subdivision, second 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.

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- 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.
- 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 and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- F.** Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.

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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. Old Hardin Road shall serve as the primary legal and physical access for all of the proposed subdivision. There will be two additional approaches added to which the roads within the subdivision will be accessed. Old Hardin Road and its corresponding 60-foot right of way exists on *Eco Built Subdivision second filing* as a dedicated 60-foot wide easement. The center of the easement is at the center of the gravel of Old Hardin Road.

All roads within the subdivision are owned and maintained by the association. Access is granted to the county or any other publicly recognized entity that would require access for the health and safety of the association and its residents. All snow removal, maintenance, road sign identification, etc. shall be assessed the association members thru required member contributions.

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 in this subdivision

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.

IV. EMERGENCY SERVICE

A. Fire Protection

The subdivision is included within the boundaries of the Lockwood Service Area. Property within this area is assessed for fire service and is served by the Lockwood Fire Department.

Fire protection facilities shall be provided via an existing dry hydrant system, a 30,000-gallon underground water storage tank. The system is capable of providing a minimum of 1,000 gpm at draft.

B. Maintenance

Maintenance of the dry hydrant facilities shall be the responsibility of the Rural Special Improvement District for Maintenance (RSID-M) that was created within the First Filing of Eco Built Subdivision. Maintenance shall include the maintenance

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of all dry hydrant facilities located within the dry hydrant easement as indicated on the plat, including the underground tank and associated fixtures and appurtenances. It is agreed that, should Lockwood Fire Department need water from the tank to fight fire outside of the subdivision, they will do so; and, upon completion of firefighting, they will refill the tank immediately at no cost to the subdivision. The RSID will be expanded to include this filing of Eco Built Subdivision.

V. STORM DRAINAGE

Additional storm water runoff created by the increase in impervious area will be contained on-site by swales and retention ponds.

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), or its designee. Copies of the storm water management plan will be provided to the County Public Works Department.

VI. UTILITIES

A. Water

The subdivider is proposing to use cisterns in the subdivision because: Lockwood Water is too far to connect to, the local aquifer is very deep and has poor conductivity, the local aquifer water quality is fair to poor, with high levels of specific conductivity.

Water will be provided to the subdivision by an approved water hauler that will supply multiple shared cisterns.

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

B. Septic System

The subdivider will use multiple shared septic systems. 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

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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

Parkland requirement per section 10.2 is 11% of the net land proposed to be developed. The subdivision has a total of 14.12 acres of which 1.6 acres is set aside for the park area as required. We have additionally set aside walking path areas which is not included in the park area.

The park area is privately owned and maintained by the association and will not be dedicated to the county.

VIII. WEED MANAGEMENT

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

- 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.
- There has been an inspection by the weed board and no noxious weeds presently found. There has also been a revegetation plan implemented on recent excavation and landscaping and we will continue to follow the same plans.
- 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

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contracting parties pursuant to said special improvement

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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.** 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.

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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: _____

