

SUBDIVISION IMPROVEMENTS AGREEMENT

Shop World 1

**Table of Contents
Yellowstone County**

I. Variances	Page 2
II. Conditions that Run with the Land	Page 3
III. Transportation	Page 4
A. Streets	
B. Traffic Control Devices	
C. Access	
IV. Emergency Services	Page 5
V. Storm Drainage	Page 5
VI. Utilities	Page 6
A. Water	
B. Sanitary Sewer	
C. Power, Telephone, Gas, and Cable Television	
VII. Parks/Open Space	Page 6
VIII. Irrigation	Page 6
IX. Weed Management	Page 7
X. Soils/Geotechnical Study	Page 7
XI. Phasing of Improvements	Page 7
XII. Financial Guarantees	Page 7
XIII. Legal Provisions	Page 8

SUBDIVISION IMPROVEMENTS AGREEMENT

Shop World 1

This agreement is made and entered into this ____ day of _____, 20__, by and between Levi Britton, whose address for the purpose of this agreement is **7623 North Leopard Avenue, Billings, MT 59106**, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY, Montana**, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of Shop World 1; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of Shop World 1; 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 Shop World 1 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 have been requested for Shop World 1.

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. No water rights have been transferred to the lot owners. The irrigation ditch that exists on and adjacent to this development is for the benefit of other properties. The irrigation ditch 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. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.

F. 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.

G. 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.

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

The following roads exist surrounding the subdivision:

- South 80th Street West is an existing road located adjacent to and east of the property.
- King Avenue West is an existing road located adjacent to and north of the property.
- South 84th Street West is an existing road located adjacent to the southwestern portion of the property.

This subdivision proposes the following roads:

- Standard asphalt private road maintained by the Homeowner's Association (HOA) and to be known as Shop World Street, located within a 60' private access easement in the center of the property.
- Standard asphalt private road maintained by the HOA and to be known as West Toy Storage Street, located within a 60' private access easement on the west side of the property.
- Standard asphalt private road maintained by the HOA and to be known as East Toy Storage Street, located within a 60' private access easement in the center of the property.
- Standard asphalt private road maintained by the HOA and to be known as West Man Cave Street, located within a 60' private access easement in the center of the property.
- Standard asphalt private road maintained by the HOA and to be known as East Man Cave Street, located within a 60' private access easement on the northeast side of the property.
- Standard asphalt private road maintained by the HOA and to be known as North Work Shop Avenue, located within a 60' private access easement on the northeast side of the property.
- Standard asphalt private road maintained by the HOA and to be known as South Work Shop Avenue, located within a 60' private access easement on the south side of the property.

B. Traffic Control Devices

- One stop sign will be installed at the intersection of proposed Shop World Street and King Avenue West. A second stop sign will be installed at the intersection of proposed South Work Shop Avenue and South 80th Street West.

C. Access

- Access is proposed on King Avenue West and South 80th Street West. Two homes are also proposed to be accessed off of individual driveways from South 84th Street West. Access widths will be permitted and constructed in accordance with County Regulations.

IV. EMERGENCY SERVICE

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (Fire Suppression Tank) in place to allow for fire suppression requirements. Fire apparatus access roads and water supply requirements shall be provided in accordance with the Fire Protection Requirements as noted in the Yellowstone County Subdivision Regulations.

At a minimum, the following is required for proposed lots 1-187:

- An approved, single, minimum thirty thousand (30,000) gallon underground water storage tank with approved dry hydrant type fittings located not more than one half (1/2) road mile from the furthest structure in the subdivision.
- The dry hydrant system shall be designed and constructed to provide a minimum of one thousand (1,000) gallons per minute (gpm) at draft.
- The dry hydrant shall have a minimum clearance of twenty (20) feet on each side and be located a minimum of one hundred (100) feet from any structure.
- Approved pullouts or other design features shall be constructed to ensure that highway or roadway traffic shall not be impaired during use of the dry hydrant.
- 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.
- The water container shall be a clean fiberglass or concrete tank, approved by the Fire Department having jurisdiction.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

There are currently two dry hydrants located in the adjacent master planned development for Tanglewood Estates Subdivision that are utilized for water supply for fire suppression. One is located in the large lake and the other is located in the smaller lake. The Laurel Fire Department maintains an agreement with the Yellowstone Boys and Girls ranch to utilize the 40,000-gallon water tank for fire suppression for surrounding properties. Proposed Lots 188 and 189 are located within a half mile of this fire suppression system.

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 MDEQ, or its designee.

- Stormwater detention facilities are proposed within Shop World 1. Increased stormwater will be mitigated with culverts, roadside ditches and drainage swales as well as the detention facilities proposed within the development.

VI. UTILITIES

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, the following has been proposed:

- One thousand five hundred (1,500) gallon water cisterns have been proposed for the two residential lots.
- The 187 shop lots will not be provided with a water supply.
- The Montana Department of Environmental Quality approval letter will be submitted with the final plat.

B. Septic System

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, the following has been proposed:

- Individual subsurface wastewater treatment systems have been proposed for the two residential lots.
- The 187 shop lots will not be provided with a sewage disposal / septic system.
- The Montana Department of Environmental Quality approval letter will be submitted with the final plat.

C. Power, Telephone, Gas, and Cable Television

A ten (10) foot wide utility easement on proposed lots 1 through 187 provides utility access to the shop lots.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed Shop World 1, as this is a commercial development with only two residential lots. In accordance with Section 10.8 (A) and (C) Yellowstone County Subdivision Regulations, parkland dedication is not required for a two-lot residential subdivision or a subdivision into parcels that are all nonresidential. As this subdivision is a commercial development with two residential lots, there is no parkland requirement.

VIII. IRRIGATION

This subdivision is located within the High Ditch Company Irrigation District. There is no existing easement for the ditch however a 75' easement has been proposed along the irrigation ditch located on the property. No additional mitigation efforts have been proposed for the ditch.

There are no existing water rights for this property. The property owner has historically purchased water shares from the Big Ditch Company and the High Ditch Company for the property. Water shares will continue to be purchased from the ditch companies for irrigation purposes on the two proposed residential lots. The water will be obtained from the irrigation ditch and routed through an easement to a service at each lot for irrigation use. An irrigation water user district will be formed within the Home Owners Association to allocate the maintenance costs to each lot. Each lot will contribute a set monthly amount for payment to utilize water shares from the ditch company.

IX. WEED MANAGEMENT

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

The weed plan shall include the following and shall be referenced in this SIA:

- 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.
- 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

A soils/geotechnical study was not required but owners of the lots will be encouraged to perform a site-specific geotechnical investigation that is specific to the type of structure contemplated prior to construction.

XI. PHASING OF IMPROVEMENTS

Shop World 1 proposes that all 189 lots will be developed in a single phase.

XII. 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.

XIII. 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 RSID(s) for future maintenance of all common constructed improvements including the public roadways, public stormwater infrastructure, and dry hydrant, 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” Levi Britton

By: _____

Its: _____

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 _____, known to me to be the _____ of Levi Britton, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

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), 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:

Shop World 1

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

Levi Britton

By: _____

Its: _____

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 _____, known to me to be Levi Britton, 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.

Notary Public in and for the State of Montana
Printed name: _____
Residing in Billings, Montana
My commission expires: _____

