

Return to:
James W. Boyer
2810 Central Avenue – Suite C
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT

Amended Plat of Lot 200 and Adjacent Parkland of the Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing

Table of Contents

I.	Variances	Page 1
II.	Conditions that Run with the Land	Page 2
III.	Transportation	
	A. Streets	Page 3
	B. Traffic Control Devices	Page 3
	C. Access	Page 3
	D. Billings Area Bikeway and Trail Master Plan (BABTMP)	Page 3
IV.	Emergency Services	Page 3
V.	Storm Drainage	Page 3
VI.	Utilities	
	A. Water	Page 3
	B. Sanitary Sewer	Page 4
	C. Power, Telephone, Gas, and Cable Television	Page 4
VII.	Parks/Open Space	Page 3
VIII.	Irrigation	Page 4
IX.	Weed Management	Page 4
X.	Soils/Geotechnical Study	Page 5
XI.	Financial Guarantees	Page 5
XII.	Legal Provisions	Page 5

SUBDIVISION IMPROVEMENTS AGREEMENT

Amended Plat of Lot 200 and Adjacent Parkland of the Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing

This agreement is made and entered into this ____ day of _____, 2021, by and between **James W. Boyer and JoAnn Boyer**, whose address for the purpose of this agreement is 2810 Central Avenue – Suite C, Billings, Montana 59102, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY**, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of Amended Plat of Lot 200 and Adjacent Parkland of the Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd 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 _____, 2021, the Board of Planning recommended conditional approval of a preliminary plat of Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd 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 Amended Plat of Lot 200 and Adjacent Parkland of the Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd 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 from the strict interpretation of the County’s Subdivision Regulations (Chapter 11, YCSR) are requested for this subdivision:

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 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.** Lot owners should be aware that a portion of this property lies within the floodplain/floodway, as depicted on the FEMA maps for this area. Please be advised that special development restrictions may apply within these specified areas.
- E.** Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent owners.
- F.** When required by road improvements, any fences in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way at no expense to the County 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

- This subdivision is adjacent to Alkali Creek Road, a paved county road. An additional strip of land will be dedicated for Alkali Creek Road to meet arterial requirements and provide area for the Yellowstone County bridge replacement project. No further street improvement work is required or proposed.

B. Traffic Control Devices

- No traffic control devices will be installed at this time.

C. Access

- Access to all lots within this subdivision shall be from Alkali Creek Road. Each lot will be required to obtain approach permits from the Yellowstone County Public Works Department.

D. Billings Area Bikeway and Trail Master Plan (BABTMP)

- There is a proposed short range bike lane on Alkali Creek Road.

IV. EMERGENCY SERVICES

This subdivision is not required to provide additional fire protection facilities, as it is a minor subdivision creating four additional lots. There is a pressurized fire hydrant at the northwest corner of the intersection of Alkali Creek Road and Sandstone Trail. The hydrant is approximately 300 feet from the southeast corner of this subdivision.

V. STORM DRAINAGE

Storm drainage facilities are not proposed for this subdivision. The areas within this subdivision generally drain to Alkali Creek. These drainages will not be modified by this subdivision and will be allowed to flow as they have historically done.

VI. UTILITIES

A. Water

- This subdivision will be served by individual on-site wells. The systems shall meet the standards set forth in Montana Administrative Rules, Title 17, Chapter 36 (Subdivisions/Onsite Subsurface Wastewater Treatment).

Approval of the systems must be obtained from the Montana Department of Environmental Quality prior to the submittal of the final plat application.

B. Septic System

- This subdivision will be served by individual on-site septic systems. The systems shall meet the standards set forth in Montana Administrative Rules, Title 17, Chapter 36 (Subdivisions/Onsite Subsurface Wastewater Treatment). Approval of the systems must be obtained from the Montana Department of Environmental Quality prior to the submittal of the final plat application.

C. Power, Telephone, Gas, and Cable Television

- This subdivision will be served with power, telephone gas and cable television via facilities within Alkali Creek Road right-of-way.

VII. PARKS/OPEN SPACE

- This subdivision surrounds parkland encompassing 17.343 acres. As part of this subdivision, there will be a boundary relocation around the parkland. The boundary relocation will result in a parkland area of 17.393 acres. The land exchange with the parklands must be approved by the City of Billings. Exhibit A is attached hereto to clarify the areas to be exchanged as well as right-of-way dedication areas.

VIII. IRRIGATION

- Amended Plat of Lot 200 and Adjacent Parkland of the Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing is not served by any irrigation facilities.

IX. 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 will 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

- 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.

XI. FINANCIAL GUARANTEES

No public improvements are proposed for this subdivision. Therefore, no financial guarantees are necessary.

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.

“SUBDIVIDERS”

James W. Boyer

Date

JoAnn Boyer

Date

STATE OF MONTANA)

: ss

County of Yellowstone)

This instrument was acknowledged before me on this _____ day of _____, 2021, by James W. Boyer and JoAnn Boyer.

Notary Public in and for the State of Montana

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:

**Amended Plat of Lot 200 and Adjacent Parkland
of the
Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates
Subdivision, 3rd Filing**

James W. Boyer

Date

JoAnn Boyer

Date

STATE OF MONTANA)

: ss

County of Yellowstone)

This instrument was acknowledged before me on this _____ day of _____, 2021, by James W. Boyer and JoAnn Boyer.

Notary Public in and for the State of Montana