

SUBDIVISION IMPROVEMENTS AGREEMENT  
*The Meadows Subdivision*  
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Yellowstone County

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## SUBDIVISION IMPROVEMENTS AGREEMENT

### *The Meadows Subdivision*

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between *M&J Land Co., LLC* whose address for the purpose of this agreement is PO Box 80252 Billings, MT, 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 *The Meadows Subdivision*, and

WHEREAS, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *The Meadows Subdivision*, 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 *The Meadows Subdivision* 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. The subdivider requests no variances for The Meadows 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 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. 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.
- 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 Homeowners Association (HOA) or RSID(s) created as part of the SIA for this subdivision.
- H. The Subdivider will obtain three Access Permits from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. These three Access Permits will be obtained for the connections as coordinating with the phasing delineated on the Preliminary Plat. Two Access Permits are associated with Phase 1 for the private roads onto South 68<sup>th</sup> Street West and South 64<sup>th</sup> Street West. One Access Permit is associated with Phase 2 for the private road onto South 68<sup>th</sup> Street West.

Future lot owners inside the subdivision will all access their property from the private road network and a County Public Works Access Permit will not be required.

### III. TRANSPORTATION

#### A. Streets

The Meadows Subdivision proposes the following internal private roads:

- Standard asphalt 24-foot-wide private road maintained by the newly created HOA and to be known as Rain Lily, located within a 60' Private Road Easement throughout the subdivision as shown on the plat. Rain Lily is located within Phase 1 of The Meadows Subdivision.
- Standard asphalt 24-foot-wide private road maintained by the newly created HOA and to be known as Wildflower, located within a 60' Private Road Easement

throughout the subdivision as shown on the plat. Rain Lily is located within Phase 1 of The Meadows Subdivision.

- Standard asphalt 24-foot-wide private road maintained by the newly created HOA and to be known as Mayflower, located within a 60' Private Road Easement throughout the subdivision as shown on the plat. Mayflower will be constructed going north to the intersection of proposed Wildflower during Phase 1. The remaining portion north of the intersection with Wildflower will be constructed during Phase 2.
- Standard asphalt 24-foot-wide private road maintained by the newly created HOA and to be known as White Clover, located within a 60' Private Road Easement throughout the subdivision as shown on the plat. White Clover is located within Phase 2 of The Meadows Subdivision.

#### B. Traffic Control Devices

There will be three stop signs within The Meadows Subdivision.

- One stop sign will be at the intersection of Rain Lily and South 68<sup>th</sup> Street West. This stop sign will be provided during Phase 1.
- One stop sign will be at the intersection of Wildflower and South 64<sup>th</sup> Street West. This stop sign will be provided during Phase 1.
- One stop sign will be at the intersection of White Clover and South 68<sup>th</sup> Street West. This stop sign will be provided during Phase 2.
- A traffic impact study shall be completed before the final plat filing of The Meadows Subdivision. All recommended changes from the traffic impact study shall be installed in correlation with the phases indicated on the preliminary plat and within this document.

#### C. Access

- There will be three accesses for the proposed subdivision. All residential approaches are no more than 30' wide. One approach will be from South 64<sup>th</sup> Street West and two approaches will be from South 68<sup>th</sup> Street West. The approaches of Rain Lily onto South 68<sup>th</sup> Street West and White Clover onto South 64<sup>th</sup> Street West will be installed during Phase 1. The approach of White Clover onto South 68<sup>th</sup> Street West will be installed during Phase 2.
- The Subdivider will provide a total of 45' of right of way for South 68<sup>th</sup> Street West from the centerline. South 68<sup>th</sup> Street West is a County road intended to have 60' of right of way. The remaining 15' of right of way will be provided by the property to the west if developed in the future.
- South 68<sup>th</sup> Street West must be paved for the portion that runs adjacent to the proposed subdivision. The paving for South 68<sup>th</sup> Street west will correlate with the subdivision phases.
- All lots within the subdivision shall be accessed using the internal road network.

#### D. Billings Area Bikeways and Trail Master Plan (BABTMP)

- The subdivision is within the BABTMP. The nearest proposed bike trail is South 64<sup>th</sup> Street West. This trail then leads to Hesper Rd.

IV. EMERGENCY SERVICE

- Billings Fire Service Area will provide fire protection for the subdivision. The subdivider will provide a 30,000 gallon dry hydrant within the park area located east of Lot 31 adjacent to South 64<sup>th</sup> Street West. A Rural Special Improvement District will be formed for the dry hydrant maintenance. Access to the hydrant can be achieved using the existing County public road, South 64<sup>th</sup> Street West.
- Police Protection will be provided by Yellowstone County Sheriff's Department.
- Ambulance Service will be provided by Eagle Ambulance Service.

V. STORM DRAINAGE

A system of roadside ditches, culverts, and retention swales proposed and will be approved by MDEQ prior to filing the final plat.

VI. UTILITIES

A. Water

Each lot will have an individual well approved by Montana Department of Environmental Quality and Department of Resources and Conservation.

B. Septic System

Each lot will have an individual subsurface wastewater treatment system. This system will be approved by Montana Department of Environmental Quality.

C. Power, Telephone, Gas, and Cable Television

These utilities will be provided within the 60-foot Private Access Easement or the Utility Easements created as part of this subdivision.

D. Solid Waste

Solid Waste disposal will be provided by Republic Services or Mackenzie Disposal.

VII. PARKS/OPEN SPACE

The subdivision will dedicate 2.74 acres of parkland to The Meadows Subdivision to be maintained by the HOA. The required dedication amount is 2.32 acres. The park parcel located east of Lot 31 adjacent to South 64<sup>th</sup> Street West will contain a 30,000 gallon dry hydrant for fire protection. A Rural Special Improvements District will be formed for maintenance of the dry hydrant.

VIII. IRRIGATION

- The private drain ditch on the southern side of the property will be removed.
- No irrigation water rights will be transferred to individual lot owners.

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

The subdivider has not completed any geotechnical study. Lot owners are encouraged to perform individual geotechnical studies prior to building.

XI. PHASING OF IMPROVEMENTS

The Meadows Subdivision proposes to phase infrastructure improvements in two phases. In correlation with MCA76-3-617(4) the Subdivider must notify the governing body 30 days prior to the commencement of each phase.

- Phase 1 of The Meadows Subdivision will include Lots 12 – 39. This phase includes Access Permits for Rain Lily and Wildflower. Rain Lily and Wildflower will be fully constructed within Phase 1. Mayflower will be constructed running north from Rain Lily to the intersection of Wildflower. Phase 1 will commence no later than August 14, 2025
- Phase 2 of The Meadows Subdivision will include Lots 1 – 11. This phase includes an Access Permit for White Clover. White Clover will be fully constructed within Phase 2. Mayflower will be constructed running north from the intersection with wildflower to the intersection with White Clover. Phase 2 will commence no later than August 14, 2031. The Lots 1-11 of The Meadows Subdivision will remain within a Declaration of Restriction on Transfers and Conveyances and may only be lifted upon the financial guarantee or construction of improvements associated with this 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.

(In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 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 (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.

“SUBDIVIDER”

M&J Land Co., LLC

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 *M&J Land Co., LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

SS \_\_\_\_\_



