

**SUBDIVISION IMPROVEMENTS AGREEMENT**

***R.L. Subdivision***

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**(Yellowstone County)**

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# SUBDIVISION IMPROVEMENTS AGREEMENT

## R.L. Subdivision

This agreement is made and entered into this 3<sup>rd</sup> day of March, 20 23 by and between *Regal Land Development, Inc.*, whose address for the purpose of this agreement is **P.O. Box 80445, Billings, MT 59108**, hereinafter referred to as "Subdivider," and **YELLOWSTONE COUNTY, Montana**, hereinafter referred to as "County."

## WITNESSETH:

**WHEREAS**, the plat of *R.L. Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning;

**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. Subdivider has requested, and the County hereby grants, the following variances by the Board of County Commissioners from the strict interpretation of the County's Subdivision Regulations (Chapter 11, Yellowstone County Subdivision Regulations):

1. No variances 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. 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 at no cost 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**

- An additional 15' of right-of-way is dedicated along the north side of the existing right-of-way for Colton Boulevard.

#### **B. Traffic Control Devices**

- No traffic control devices are required for this minor plat.

#### **C. Access**

- Lot 1 has legal and physical access on Sweetgrass Creek Drive
- Lot 2 has legal and physical access on 58<sup>th</sup> Street West

#### **D. Billings Area Bikeway and Trail Master Plan**

This subdivision is within the area of the Billings Area Bikeway and Trail Master Plan with existing trail along 54<sup>th</sup> Street West. No improvements are

required at this time.

**IV. EMERGENCY SERVICE**

- This subdivision is within the Billings Urban Fire Service Area (BUFSA). No fire suppression systems are required with this proposed subdivision.

**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.

- This plat is exempt from the requirement to create a storm water management plan because lots are greater than 20 acres.

**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.

- This subdivision is exempt from sanitary review because the lot sizes are greater than 20 acres.

**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.

- This subdivision is exempt from sanitary review because the lot sizes are greater than 20 acres.

**C. Power, Telephone, Gas, and Cable Television**

This section is not applicable with this subdivision as no new utilities are needed.

**VII. PARKS/OPEN SPACE**

There is no parkland requirement for the proposed R.L. Subdivision, as it is land being subdivided into parcels larger than 5 acres and creates only one additional parcel. [MCA 76-3-621(3)(a) and 76-3-621(3)(d)].

**VIII. IRRIGATION**

- The Hi-Line Canal traverses Lot 2 of this Subdivision.
- The Hi-Line Canal has a 30' wide easement, 15' on each side of the center line of the ditch.

**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 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**

- No geotechnical study was performed for this subdivision.

**XI. PHASING OF IMPROVEMENTS**

- This section is not applicable to this subdivision as it is a 2-lot minor subdivision, so no public improvements are required.

**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 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. If using a security, describe the method in this section)

- This section is not applicable to this subdivision since it is a 2-lot minor subdivision; and therefore, no public improvements are required.

### **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. (This section is not applicable to this subdivision since it is a 2-lot minor subdivision; and therefore, no public improvements are required.)
- 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.





## 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 for a period of twenty years from the date of this document's recording.

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:

*Subdivision Name*

Signed and dated this 13 day of March, 2023

Subdivider/Owner

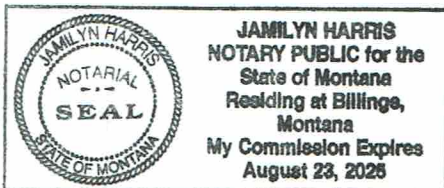
Dans LeBelk

President of Regal Land Development, Inc.

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

On this 13<sup>th</sup> day of March, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Dan Wells, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same as President of Regal Land Development, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.



Jamilyn Harris  
Notary Public in and for the State of Montana

Printed name: Jamilyn Harris  
Residing in Billings, Montana  
My commission expires: 8/23/2025