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THE HIGHLANDS RANCH SUBDIVISION, 2ND FILING
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(Yellowstone County)

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The Highlands Ranch Subdivision, 2nd Filing

This agreement is made and entered into this ____ day of _____, 20____, by and between *The Highlands Ranch, LLC*, whose address for the purpose of this agreement is **2415 Ash Street, Billings, MT 59101**, 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 Highlands Ranch Subdivision, 2nd Filing*; 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 Highlands Ranch Subdivision, 2nd 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 *The Highlands Ranch Subdivision, 2nd 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

There are no variances being requested with 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 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 RSID(s) created as part of the SIA for this subdivision.

III. TRANSPORTATION

A. Streets

The streets within this subdivision, West Montrose Road and East Montrose Road, were constructed with The Highlands Ranch Subdivision. The private roads have a 60-foot-wide easement and constructed to the county road pavement standards. A road maintenance agreement was also created under Document No. 4042894. The lots created with this subdivision shall be a part of the agreement.

B. Traffic Control Devices

There will be no traffic control devices installed with this subdivision.

C. Access

Access to this subdivision shall be from Shorey Road and Highlands Ranch Road which are paved county dedicated roads with 60-foot-wide right-of-way and shall be maintained by the county.

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

This subdivision is not located within the area of the BABTMP.

IV. EMERGENCY SERVICE

A 30,000-gallon water storage tank/dry hydrant was installed as part of The Highlands Ranch Subdivision. The dry hydrant is located in a dry hydrant easement filed under Document No. 4042160. RSID 889 was created to maintain and service the dry hydrant. The dry hydrant system was inspected and approved by the Molt Volunteer Fire Department for final plat approval of The Highlands Ranch Subdivision.

V. STORMDRAINAGE

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 improvements for roadway construction were constructed as designed and permitted with Yellowstone County Sanitarian. Stormwater improvements for residential home construction will be completed when the home size and location on lot have been determined by a future lot owner.

VI. UTILITIES

A. Water

Based on the acreage of the lots within this subdivision and unknown location and size of home to be constructed, these will have water supply permitting completed at a future date. The Subdivider will work with the future lot owners on completion of permitting through MDEQ when a home size and location on the lot have been determined.

B. Septic System

Based on the acreage of the lots within this subdivision and unknown location and size of home to be constructed, these will have sanitary permitting completed at a future date. The Subdivider will work with the future lot owners on completion of permitting through MDEQ when a home size and location on the lot have been determined.

C. Power, Telephone, Gas, and Cable Television

The private utilities shall be installed within easements there were dedicated on the plat for The Highlands Ranch Subdivision per the request of the utility companies.

VII. PARKS/OPEN SPACE

- A total of 0.60 acre is required for parkland in this subdivision and will be provided by park dedications on the subdivision.
- The parkland will be finished graded and seeded with native prairie grass mixture.
- An RSID will be created for the maintenance of the parkland.

VIII. IRRIGATION

There are no irrigation systems located within this subdivision.

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

A geotechnical study is not required for this subdivision.

XI. FINANCIAL GUARANTEES

There are no required improvements planned for this subdivision; therefore, a financial guarantee is not required.

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.

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: _____

