

SUBDIVISION IMPROVEMENTS AGREEMENT

SHOP HOUSE ACRES SUBDIVISION

IMEG #25006765

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SUBDIVISION IMPROVEMENTS AGREEMENT
SHOP HOUSE ACRES SUBDIVISION

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 941 S 84th St. W, Billings, Montana, 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 House Acres 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 *Shop House Acres 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 *Shop House Acres 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. One Variance has been requested related to connectivity to adjacent parcels to allow only one connection to the property to the west and one to the south due to topography and ditch constraints of the property to the south.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that this subdivision is being built adjacent to open agricultural areas and contains wildlife migratory routes. Consequently, owners are advised that wildlife indigenous to the prairies or cultivated crops are found on the property, may impact the developed property, and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens/ Any impacts associated with wildlife and damage is the responsibility of the lot owners.
- 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. If irrigation ditches exist on the perimeter of this development, they will be preserved for the benefit of other properties. Any existing 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. The property is not located within a FEMA designated floodplain or floodway. Please see the FEMA Floodplain Map 30111C1240E.
- F. Culverts, associated drainage swales, and storm ponds shall not be filled in or altered by the subdivider or subsequent lot owners.
- G. 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.
- H. 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.
- I. The Subdivider will obtain two 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 accesses and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the Subdivider removing what has been installed and locating the access in an approved location at the Subdividers expense.

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

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 & Roads

All public and private roads within the **Shop House Acres Subdivision** will be constructed as **24-foot-wide paved asphalt streets** with **2-foot gravel shoulders** within **60-foot-wide rights-of-way and Easements**. All public streets will be located in the rights-of-way and will be dedicated for public use and maintained through one or more Rural Special Improvement Districts (RSIDs) established at the time of final plat approval. All private internal driving areas will be located in the easement and will be maintained by the Shop House Acres HOA.

The internal public and private road network includes the following:

- North Shop House Road — A primary access road entering the subdivision from South 80th Street West, serving as a main east-west corridor through the development. A portion of this road shall be public to accommodate for the public dry fire hydrant and mailboxes. A gate will be installed at the transition from Public to Private Road.
- West Shop House Lane — An interior north-south local private road providing access within the subdivision.
- South Shop House Road — A primary access private road entering the subdivision from South 80th Street West, serving as a main east-west corridor through the development. A gate will be installed at the approach to 80th Street as this is a private road.

All roads will be constructed to Yellowstone County standards for cross-section, drainage, grading, and sight distance. Traffic control signs and intersection markings will comply with the Manual on Uniform Traffic Control Devices (MUTCD) and Yellowstone County Public Works requirements.

All public and private roads have been designed to County specifications, with appropriate centerline geometry, ROW dedication, easement, and stormwater grading considerations. Intersections will be built with sight distance and safety requirements in compliance with MUTCD and Yellowstone County design standards.

B. Traffic Control Devices

The Shop House Acres Subdivision will include the installation of regulatory traffic control signage at key intersections to ensure safe vehicular movement and compliance with County and MUTCD standards. Based on the internal street network layout and projected traffic flow, a total of two stop signs will be installed within the subdivision at the two proposed access locations.

Stop sign locations will include, but are not limited to, the following intersections:

1. North Shop House Road & South 80th Street West (stop for exiting traffic)
2. South Shop House Road & South 80th Street West (stop for exiting traffic)

All signage will be fabricated and installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and Yellowstone County specifications. The subdivider shall install signage concurrent with each phase of roadway construction to ensure functionality upon completion of each new segment of the road network.

Final placement and quantity of stop signs will be subject to Yellowstone County Public Works review and approval at the time of engineering plan submittal.

C. Access

- There will be two accesses for the proposed subdivision, one from North Shop House Road and one from South Shop House Road. Each approach will have 60' right-of-way/easement.
- All lots within the subdivision shall be accessed using the internal private road network. Approximately, the first 137' of North Shop House Circle shall be public for the use of the public 30,000-gallon dry hydrant tank and cluster mailbox.

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

The BABTMP does not intersect with this property.

IV. EMERGENCY SERVICE

Emergency services for the Shop House Acres Subdivision will be provided by regional agencies serving unincorporated Yellowstone County. Fire protection infrastructure will be integrated into the subdivision as required under Yellowstone County Subdivision Regulations and applicable fire code guidance.

Fire Protection:

Fire protection for the subdivision will be provided by the Laurel Fire Department. To support fire suppression needs, one 30,000-gallon dry hydrant tank will be installed within the subdivision. The hydrant is depicted on the preliminary plat and will be accessible to fire response vehicles. The tank will be designed and installed per County and fire authority requirements, and ongoing maintenance will be the responsibility of the subdivision's RSID.

Law Enforcement:

Law enforcement services will be provided by the Yellowstone County Sheriff's Office, which has jurisdiction over unincorporated areas of the county.

Emergency Medical Services:

Ambulance services will be provided by American Medical Response (AMR). AMR Billings has been serving Yellowstone County since 1994, offering both emergency and non-emergency medical transport services.

All emergency service providers have been notified of the proposed subdivision during preliminary plat review. The subdivision's road widths, intersection design, and emergency vehicle turnaround provisions have been developed to comply with fire department access standards and ensure continuous emergency response capability throughout development.

V. Storm Drainage

Stormwater management for the Shop House Acres Subdivision will be addressed through a combination of private detention ponds and conveyance swales. These systems are designed to safely accommodate runoff generated by both impervious surfaces (e.g., roads and driveways) and graded lot areas while protecting downstream properties, infrastructure, and natural drainage corridors.

A stormwater management plan will be developed in accordance with Section 4.7 of the Yellowstone County Subdivision Regulations and Montana DEQ Circular DEQ-8. The plan will include the construction of regional stormwater retention ponds, strategically located within the subdivision, defined on the preliminary plat. These facilities will capture, retain, and treat roadway runoff and conveyances from common infrastructure prior to controlled release into natural drainages or swales. Stormwater retention shall be provided on Lots 12, 37, and 49. The Subdivider acknowledges that the lot lying within the stormwater detention area will not be available for construction or sale.

All stormwater facilities, including the regional pond and appurtenant conveyance infrastructure, will:

- Be constructed to meet or exceed MDEQ performance standards,
- Be reviewed and approved by MDEQ (or its authorized designee) prior to final plat approval,
- Be sized based on rational method or hydrologic modeling as outlined in the approved Storm Pond Design Report,
- Include emergency overflows and sediment forebays where required.

Final construction drawings and storm drainage reports will be submitted for County and DEQ review as part of the public infrastructure approval process. Operation and long-term maintenance of regional drainage facilities will be the responsibility of the subdivision's RSID or HOA, as defined in the covenants and the final plat filing.

VI. Utilities

A. Water Supply

Each lot within the Shop House Acres Subdivision will be served by an individual cistern system, which will be supplied by a licensed local water service provider. These systems are designed to comply with Section 4.9 of the Yellowstone County Subdivision Regulations, ensuring that all water supply provisions meet the necessary health and safety standards. Approval from the Montana Department of Environmental Quality (MDEQ) will be obtained for these systems and included with the final plat filing. Maintenance of the cisterns will be the responsibility of the individual lot owners.

B. Sanitary Sewer

Wastewater treatment for the subdivision will be managed through individual septic systems installed on each lot. These systems will be designed and constructed in accordance with Section 4.8 of the Yellowstone County Subdivision Regulations and the standards set forth in Montana DEQ Circular DEQ-4. Approval from the MDEQ will be secured prior to the final plat approval, and documentation of such approval will be included in the final plat submission. Each lot owner will be responsible for the operation and maintenance of their respective septic system.

C. Power, Telephone, Gas, and Cable Television

Electricity, telephone, natural gas, and cable television services will be extended to each lot within the subdivision. These utilities will be installed within the utility easements designated on the final plat. The easements are designed to meet the requirements of the utility providers and will be

coordinated with them during the development process to ensure proper installation and service delivery.

D. Solid Waste Disposal

Solid waste collection and disposal services will be provided by licensed local waste disposal companies operating within Yellowstone County. Each property owner will be responsible for arranging for their own solid waste pickup services. Disposal of solid waste will be conducted in accordance with the standards set forth by the Montana Department of Environmental Quality (MDEQ) and the Yellowstone City-County Health Department, ensuring that all waste is managed in an environmentally responsible manner.

VII. Parks & Open Space

Since each unit can have living quarters these lots will be classified as residential. Because of this parkland dedication is required for the residential lots. The subdivider will be providing cash in lieu of the parkland. For the parkland dedication calculation, the development includes approximately 15.75 acres of residential lots less than 0.5 acres, which require 11% parkland dedication. The development also includes approximately 1.86 acres of residential lots between 0.5 acre and 1 acre, which require 7.5% parkland dedication. Lastly, the development includes approximately 1.12 acres of residential lots between 1 acre and 3 acres, which require 5% parkland dedication. Based on the parkland dedication calculation, approximately 1.93 acres of parkland dedication will be required and paid as cash in lieu of parkland.

VIII. Irrigation

There are no irrigation systems, irrigation districts, or water rights associated with the land comprising the Shop House Acres Subdivision. As such, no irrigation infrastructure will be installed, and no water rights will be transferred as part of the subdivision process.

The subdivision has been designed to function without a centralized or individual irrigation supply. Lot owners will not be obligated to install or maintain irrigated lawns, and no requirement for turf or landscape irrigation will be imposed through the subdivision covenants.

IX. Weed Management

The Subdivider and all future lot owners shall be responsible for the control and management of noxious weeds within the Shop House Acres Subdivision, consistent with the current Yellowstone County Noxious Weed List and in accordance with Section 7-22-2152, MCA.

Requirements

The following measures will be implemented:

- A Weed Management Plan shall be submitted to the Yellowstone County Weed Department for review and approval. This plan will identify existing noxious weed species present on the site and outline specific control methods, herbicide usage (if applicable), mechanical or cultural treatment, and maintenance timelines.
- The Weed Management Plan shall be kept current and updated as necessary, particularly prior to the start of construction in any new phase of development. The cost of weed

management shall be borne by the individual property owner or responsible development entity.

- A Revegetation Plan shall also be submitted as part of the overall weed management strategy. This plan will identify seed mix recommendations to promote the establishment of native or low-maintenance species for soil stabilization and long-term weed suppression. Recommendations may be obtained from the Yellowstone County Weed Department and are subject to modification based on a required pre-development site inspection.

Enforcement of weed control will be consistent with County policies, and ongoing compliance will be the responsibility of each owner of record. Failure to adhere to the approved plan may result in enforcement action under County weed ordinances.

X. Soils / Geotechnical Study

No formal geotechnical investigation or site-wide soils analysis has been conducted by the Subdivider for the Shop House Acres Subdivision. Soil conditions across the subdivision are expected to vary due to the property's natural topography and geological setting. As a result, subsurface conditions—including soil bearing capacity, frost susceptibility, shrink-swell potential, and groundwater levels—may differ significantly between lots.

Individual lot owners are strongly encouraged to conduct site-specific geotechnical evaluations prior to initiating any structural construction. These evaluations should be performed by a qualified professional geotechnical engineer to determine the appropriate foundation design and to assess the need for any soil stabilization, drainage enhancements, or specialized construction techniques.

XI. Phasing of Improvements

The Shop House Acres Subdivision will not be a phased construction development. However, in accordance with MCA 76-3-617(4), the Subdivider shall notify the governing body a minimum of 30 days prior to the commencement of any infrastructure construction.

XII. Financial Guarantees

The Subdivider shall be responsible for the design, installation, and construction of all required public improvements in each phase of the Shop House Acres Subdivision. Improvements include, but are not limited to: roads, stormwater drainage, fire protection systems, and utility infrastructure. All such improvements shall be constructed under private contract and designed by a licensed professional civil engineer registered in the State of Montana.

All improvements must be completed prior to final plat approval, unless a financial guarantee is provided in accordance with the procedures set forth in Chapter 5 of the Yellowstone County Subdivision Regulations.

If improvements are not fully constructed at the time of final plat, the Subdivider shall provide the County with a monetary security in an amount equal to 125% of the estimated cost of the uncompleted improvements. Acceptable forms of financial security include:

- An irrevocable letter of credit from a federally insured financial institution,
- A performance bond issued by a licensed surety company,
- An escrow agreement, or

- Any other method approved by the Yellowstone County Planning Board and Board of County Commissioners.

The cost estimate shall be prepared and sealed by a Montana-licensed professional engineer and reviewed by the County Engineer or designee. All financial instruments shall remain in effect until the County has verified that improvements have been satisfactorily completed and accepted for public use.

Upon completion of the improvements, the Subdivider's engineer shall submit to the Yellowstone County Public Works Department:

- A sealed, certified statement of completion,
- As-built drawings, and
- Any required post-construction certifications pursuant to Section 4.6.C of the Yellowstone County Subdivision Regulations.

The Subdivider shall also guarantee all installed public improvements for a period of one (1) year following final acceptance by the County.

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.

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: _____
Mark Morse, Chairman

Mike Waters, Commissioner

Chris White, Commissioner

Attest: _____
Jeff Martin, 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 Mark Morse, Mike Waters, Chris White and Jeff Martin, 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.

SS _____

