

**SUBDIVISION IMPROVEMENTS AGREEMENT**  
***Little Ditty Subdivision***  
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**Yellowstone County**

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# SUBDIVISION IMPROVEMENTS AGREEMENT

## Little Ditty Subdivision

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between *Michael Rowley*, whose address for the purpose of this agreement is **9470 Doyle Road**, Shepherd, Montana, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

### WITNESSETH:

**WHEREAS**, the plat of *Little Ditty Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; 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 *Little Ditty 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. 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):

None

### II. CONDITIONS THAT RUN WITH THE LAND

*(Insert any applicable conditions in the provided A, B, C... format. The following are typical conditions that run with the land which may or may not be applicable to this subdivision)*

- 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.** Lot owners should be aware that portion(s) of this property may lie 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.
- F.** Culverts and associated drainage swales 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 at no cost to the County 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 RSID(s) created as part of the SIA for this subdivision.
- I.** Lot owners should be aware that this subdivision is subject to Restrictions associated with the document recorded at Book 1212, Page 4243, filed at the Yellowstone County Recorder, dated August 28, 1981.

### **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.

No Public Improvements proposed

### **IV. EMERGENCY SERVICE**

- Doyle Road provides access for emergency services. Subdivision owners shall clearly post their address for visibility to emergency services.

### **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.

- If graded, lots shall be graded in harmony with existing grading and drainage patterns, in accordance with plans sealed by a Professional Engineer, at lot owner's expense.
- Existing drainage infrastructure such as culverts shall not be compromised, and must be repaired or replaced if damaged.
- All grading and drainage must comply with applicable laws and regulations.

### **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.

- Approved well is in place on Lot 1. No wells or water systems are proposed on Lots 2 & 3 by subdivider.

#### **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.

- Approved Sanitary is in place on Lot 1. Sanitary Restrictions to remain in place on Lots 2 & 3.

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

This section should include, but not be limited to the following:

- Power and telephone is available along Doyle Rd near the front of the lots.

**VII. PARKS/OPEN SPACE**

- There is no parkland requirement for proposed at Little Ditty Subdivision, as this is a minor subdivision [MCA 76-3-621(3)(e)].

**VIII. IRRIGATION**

- There are no ditch or surface water rights being transferred, that developer is aware of.

**IX. WEED MANAGEMENT**

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

- All associated cost for noxious weed control is the responsibility of the owner of record.

**X. SOILS/GEOTECHNICAL STUDY**

- There has not been a soils/geotechnical study by the subdivider. Investigation of said items is a due diligence matter to be investigated by potential owners, if it is of concern to them.

**XI. PHASING OF IMPROVEMENTS (include only if applicable)**

Description of each Phase including:

- No improvements proposed.

**XII. FINANCIAL GUARANTEES**

No public improvements are proposed and no bonding is associated with this project.

**XIII. LEGAL PROVISIONS**

- A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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”

*(Michael Rowley, Little Ditty Subdivision)*

\_\_\_\_\_

STATE OF MONTANA     )  
   : ss  
 County of Yellowstone     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, (*Subdivider*), who executed the foregoing instrument and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
 Notary Public in and for the State of Montana  
 Printed Name: \_\_\_\_\_  
 Residing at: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

This agreement is hereby approved and accepted by Yellowstone County, this \_\_\_\_ day of \_\_\_\_\_, 2024.

“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 \_\_\_\_\_, 2024, 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: \_\_\_\_\_

## **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:

*Little Ditty Subdivision*

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Subdivider/Owner

\_\_\_\_\_

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 \_\_\_\_\_, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

\_\_\_\_\_  
Notary Public in and for the State of Montana

Printed name: \_\_\_\_\_

Residing in Billings, Montana

My commission expires: \_\_\_\_\_