

Return To:
AA Properties, LLC
33630 County Road 103
Savage, MT 59262

SUBDIVISION IMPROVEMENTS AGREEMENT
COLLIER RIDGE SUBDIVISION
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Yellowstone County

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Subdivision Improvements Agreement

This agreement is made and entered into this ___ day of _____, 20___, by and between *AA Properties, LLC*, whose address for the purpose of this agreement is 33630 County Road 103, Savage, Montana 59626, 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 *Collier Ridge 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 *Collier Ridge 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 *Collier Ridge 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):
 - 1. A variance from the Yellowstone County Subdivision Regulations Section 4.6.B(1) is granted with this subdivision due to topographic hardship. The variance from this regulation alleviates the Subdivider from the requirement to provide access to all undeveloped land adjacent to the proposed subdivision with those connections not to exceed 600 feet. Strict compliance with this regulations would cause undue hardship for the Subdivider.

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. 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. 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.
- H. Lot owners or their agent will obtain an Access Permit 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. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owners expense.
- I. Lot owners are required to obtain a zoning compliance permit prior to any construction on lots.

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

The Collier Ridge Subdivision proposes the following eight internal public access roads:

- Standard asphalt 28-foot-wide public roads maintained by an RSID created with this subdivision and to be known as North Horizon Ridge Road, located within a 60' Right-of-Way as shown on the plat. The road will intersect with Collier Road and provide access to the subdivision. The road will begin construction during phase 2 and will be completed by phase 7.
- Standard asphalt 28-foot-wide public roads maintained by an RSID created with this subdivision and to be known as South Horizon Ridge Road, located within a 60' Right-of-Way as shown on the plat. The road provides connectivity to the south of the subdivision. The road will begin construction during phase 2 and will be completed by phase 7.
- Standard asphalt 28-foot-wide public roads maintained by an RSID created with this subdivision and to be known as Golden Ridge Lane, located within a 60' Right-of-Way as shown on the plat. The road will intersect with Collier Road and provide access to the subdivision. This road will be entirely constructed during phase 2.
- Standard asphalt 28-foot-wide public roads maintained by an RSID created with this subdivision and to be known as Sunstone Road, located within a 60' Right-of-Way as shown on the plat. The road provides connectivity to the south of the subdivision. The road will be entirely constructed during phase 2.
- Standard asphalt 28-foot-wide public roads maintained by an RSID created with this subdivision and to be known as Bluffstone Road, located within a 60' Right-of-Way as shown on the plat. The road provides connectivity to the north of the subdivision. The road will begin construction during phase 3 and will be completed in phase 4.
- Standard asphalt 28-foot-wide public roads maintained by an RSID created with this subdivision and to be known as Hawkfeather Trail, located within a 60' Right-of-Way as shown on the plat. This road will be constructed during phase 7.
- Standard asphalt 28-foot-wide public roads maintained by an RSID created with this subdivision and to be known as Windrush Court, located within a 60' Right-of-Way as shown on the plat. This road will be constructed during phase 3.
- Standard asphalt 28-foot-wide public roads maintained by an RSID created with this subdivision and to be known as Bluebonnet Court, located within a 60' Right-of-Way as shown on the plat. This road will be constructed during phase 6.
- Standard asphalt 28-foot-wide public roads maintained by an RSID created with this subdivision and to be known as Thunderhead Court, located within a 60' Right-of-Way as shown on the plat. This road will be constructed during phase 5.

B. Traffic Control Devices

- There will be 2 stop signs within Collier Ridge Subdivision.
- The two stop signs will be at the two intersections of Horizon Ridge Circle and Collier Road. These stop signs will be provided during phase 2.
- A traffic impact study shall be completed for the preliminary plat filing of the Collier Ridge 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 two accesses for the proposed subdivision, both from Collier Road. Each approach will be 60' wide.
- All lots within the subdivision, with the exception of Lots 1 and 2, shall be accessed using the internal public road network.
- A no-access-strip along Collier Road adjacent to this subdivision, aside from Lots 1 and 2, will be utilized to limit access from Collier Road.
- Lot 26 will be provided with access from Hawkfeather Trail.

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

The BABTMP appears to have a “Bike Lane Future” along Collier Road, to be built when the road is built or widened. There are no plans to widen Collier Road, thus a bike lane will not be constructed as part of the Collier Ridge Subdivision.

IV. EMERGENCY SERVICE

- Billings Urban Fire Service Area will provide fire protection for the subdivision. Two 30,000-gallon dry hydrants will be constructed for this subdivision to provide fire protection. One dry hydrant is located along Sunstone Avenue and will be constructed during phase 2. The other dry hydrant is located along Horizon Ridge Circle and will be constructed during phase 5. Both are represented on the final plat.
- Police protection will be provided by Yellowstone County Sheriff's Department.
- Ambulance Service will be provided by American Medical Response.

V. STORM DRAINAGE

- A system of stormwater retention ponds for each lot, as well as regional stormwater retention ponds for road runoff will be approved by MDEQ prior to filing the final plat.
- 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.

VI. UTILITIES

A. Water

- Each lot will have an individual cistern to be supplied by a local water service provider. Water will be provided for this subdivision in compliance with Section 4.9 of the Yellowstone County Subdivision Regulations.
- MDEQ approval for these systems will be included with the final plat filing.

B. Septic System

- Each lot will have an individual drainfield for the treatment of wastewater. The sanitary sewer systems will comply with Section 4.8 of the Yellowstone County Subdivision Regulations.
- MDEQ approval for these systems will be included with the final plat filing.

C. Power, Telephone, Gas, and Cable Television

- These utilities will be provided within the utility easements created as part of this

subdivision, displayed on the face of the final plat and included as documents within the final plat submittal.

D. Solid Waste

- Solid waste disposal will be provided by local waste disposal companies. Each property owner will be responsible to arrange solid waste pickup.

VII. PARKS/OPEN SPACE

The Subdivider is providing cash-in-lieu of a parkland dedication to satisfy the parkland dedication requirement.

VIII. IRRIGATION

- There are no irrigation districts affected by the proposed subdivision.
- There are no water rights associated with the underlying parcels thus no water rights are being transferred.

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

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 Collier Ridge Subdivision proposes to phase infrastructure improvements in seven 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 Collier Ridge Subdivision will include Lots 1 and 2. There will be no improvements associated with this phase. Phase 1 will commence immediately.
- Phase 2 of Collier Ridge Subdivision will include Lots 30-40. This phase includes complete construction of Sunstone Road, complete construction of Golden Ridge Lane, and partial construction of North Horizon Ridge Road and South Horizon Ridge Road. Temporary turnarounds will be provided at the unfinished ends of North Horizon Ridge Road and South Horizon Ridge Road during the development of this phase. Stop signs will be installed at the intersections between Horizon Ridge Circle and Collier Road. A 30,000-gallon dry hydrant will be installed along Sunstone Avenue during this phase as shown on the plat. Phase 2 will commence no later than June 1, 2025.

- Phase 3 of Collier Ridge Subdivision will include Lots 3-8 and Lot 44 and Lot 45. This phase includes complete construction of Windrush Court, partial construction of Bluffstone Road and partial construction of North Horizon Ridge Road. Temporary turnarounds will be provided where necessary to allow safe emergency vehicle access during the development of this phase. Phase 3 will commence no later than June 1, 2027.
 - Phase 4 of Collier Ridge Subdivision will include Lots 41-43, Lots 46-48, and Lots 28-29. This phase includes completion of construction for the remaining portion of Bluffstone Road and partial construction of South Horizon Ridge Road. Temporary turnarounds will be provided to allow safe emergency vehicle access during the development of this phase. Phase 4 will commence no later than June 1, 2029.
 - Phase 5 of Collier Ridge Subdivision will include Lots 9-16 and Lot 50. This phase includes complete construction of Thunderhead Court and partial construction of North Horizon Ridge Road. A 30,000-gallon dry hydrant will be provided along North Horizon Ridge Road during this phase, as shown on the plat. Temporary turnarounds will be provided to allow safe emergency vehicle access during the development of this phase. Phase 5 will commence no later than June 1, 2031.
 - Phase 6 of Collier Ridge Subdivision will include Lots 17-21 and Lot 49. This phase includes complete construction of Bluebonnet Court, partial completion of construction for South Horizon Ridge Road. Temporary turnarounds will be provided to allow safe emergency vehicle access during the development of this phase. Phase 6 will commence no later than June 1, 2033.
 - Phase 7 of Collier Ridge Subdivision will include Lots 22-27. This phase includes complete construction of Hawkfeather Trail and complete construction of South Horizon Ridge Road. Phase 7 will commence no later than June 1, 2035.
- **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. If using a security, describe the method in this section)

- 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”

AA Properties, LLC

Ashli Hammler, President, AA Properties,
LLC

STATE OF _____)

: ss

County of _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of _____, personally appeared Ashli Hammler, President of AA Properties, LLC, (*Subdivider*), who executed the foregoing instrument and acknowledged to me that they executed the same.

SS _____

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: _____
John Ostlund, Chairman

Donald Jones, Commissioner

Mark Morse, 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 John Ostlund, Donald Jones, Mark Morse 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 _____

Return To:
AA Properties, LLC
33630 County Road 103
Savage, MT 59262

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), for a period of no more than twenty years from the recording of this waiver, which Yellowstone County may require.

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:

Collier Ridge Subdivision

Signed and dated this _____ day of _____, 20____.

Ashli Hammler, President, AA Properties,
LLC

STATE OF _____)
: ss
County of _____)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of _____, personally appeared Ashli Hammler, President of AA Properties LLC, the person who executed the forgoing instrument and acknowledged to me that he executed the same.

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

SS _____