SUBDIVISION IMPROVEMENTS AGREEMENT
FIRE ROCK SUBDIVISION
Table of Contents
(YELLOWSTONE COUNTY)

		page 1
I.	Variances	page 1
II.	Conditions that Run with the Land	page 3
III.	Transportation	page 3
	A. Streets	page 3
	B. Traffic Control Devices	page 4
	C. Access	page 4
	D. Gated Private Access	page 4
	E. Heritage Trail Plan	page 4
	F. Mail Boxes	page 4
	G. Survey Monuments	page 5
	H. Maintenance	page 5
IV.	Emergency Services	page 6
V.	Storm Drainage	page 6
VI.	Utilities	page 6
	A. Water	page 6
	B. Sanitary Sewer	page 6
	C. Power, Telephone, Gas, and Cable Television	page 7
VII.	Parks/Open Space	page 7
VIII.	Irrigation	page 7
IX.	RSID'S	page 8
X.	Weed Management	page 8
XI.	Soils/Geotechnical Study	page 8
XII.	Financial Guarantees	page 9
XIII.	Legal Provisions	

SUBDIVISION IMPROVEMENTS AGREEMENT
FIRE ROCK SUBDIVISION

This agreement is made and entered into this 21 day of October, 2016, by and between Janet K Dolar, Managing Member FOR CATTLE RANCH ESTATES LLC. Whose address for the purpose of this agreement is 1333 COLLEGE PARKWAY #172 ,GULF BREEZE, FLORIDA 32563, and LEVI J. BRITTON AND BARBARA L. BRITTON, whose address for the purpose of this agreement is , 7623 NO. LEOPARD AVE. BILLINGS, MT. 59106, Thereinafter referred to as "Subdivider," and Yellowstone County, Montana, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the plat of FIRE ROCK SUBDIVISION, located in the Yellowstone County, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20___, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of FIRE ROCK SUBDIVISION; and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat; and

WHEREAS, the provisions of this agreement shall be effective and applicable to FIRE ROCK 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. 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 habitat and it is likely that homeowners will experience problems with damage to landscape 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 threat to public health and safety.

B. Lot owners should be aware that soil characteristics within the area of the subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on lots which may require a geotechnical survey prior to construction. Assessment and mitigation, if any, of these conditions shall be the responsibility of the lot owner.

C. Existing irrigation ditch water share will be transferred to the Fire Rock Homeowners Association. 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 unless otherwise noted herein.

D. This subdivision is being built in an area where agricultural activities exist. Activities such as large equipment on roadways, dust, smoke, odors, and noise should be expected from nearby agricultural operations.

E. 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.

F. Culverts and associated drainage swales shall not be filled in or altered by the Subdivider or subsequent lot owners.

G. When required by future road improvements, all fences and irrigation ditches in the public right-of-way adjacent to the 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 private (or common) improvements shall be done through the Fire Rock Homeowners Association to be created as part of this subdivision.

I. Future maintenance of the fire protection improvements shall be done through a RSID created as part of the SIA for this subdivision.

J. Lot owners should be aware that portion of this property lies within floodplain/floodway areas described within the West Billings Flood Mitigation Study, completed in 2011. This study has not been adopted by Yellowstone County. The flood hazard area is shown on the attached Exhibit A. It is recommended that lots affected by the floodplain have minimum finish floor

elevations for homes at least 2 feet above the base flood elevation if building within the floodplain area.

III. TRANSPORTATION

A. Streets

The Subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

All streets shall be built to grade with a satisfactory engineered subbase, base course, and asphalt surface. The internal subdivision streets will be 28-feet wide (24-foot-wide paved surface with 2-foot-wide gravel shoulders) private streets with drainage ditches on both sides. Culverts shall be provided to convey stormwater across roadways and driveways. No additional improvements are required for 64th Street West. The engineered design cross-sections of said streets shall be submitted to the Yellowstone County Public Works Department.

Street improvements of the subdivision shall consist of the improvements to Fire Rock Drive from the intersection of 64th Street West to the west lot line of Lot 25, terminating in a temporary paved turnaround, improvements to Chimney Rock Drive from the intersection of 64th Street West to the west lot line of Lot 24, terminating in a paved temporary turnaround, and improvements to Yonder Way, Harvest Moon Drive and Harvest Moon Circle. Said improvements shall hereinafter be referred to as the street improvements.

B. Traffic Control Devices

1. No traffic signals are required for this subdivision. Stop signs shall be installed at each of the two intersections of Fire Rock Drive/64th Street West and Chimney Rock Drive/64th Street West.

2. Street name signs for streets within the subdivision are located immediately adjacent thereto and shall be furnished and installed in accordance with the current Yellowstone County Public Works standards at the time of construction.

3. The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices.

C. Access

A 30-foot-wide right-of-way shall be dedicated to the public by Subdivider along the west side of 64th Street West. 60 -foot-wide private access easements shall be provided for all internal streets.

All driveway approaches shall be piped in accordance with the Storm water Management Plan, as approved by Montana Department of Environmental Quality (MDEQ).

The County Public Works Department will issue a permit for the two approaches to 64th Street West.

D. Gated Private Access

The Subdivider will install an access control gate at each of the Subdivision entrances. In addition to providing access to lot owners and their guests within the Subdivision, the gate will provide access to emergency personnel.

The HMO. will provide specifications to the County regarding the gate operations pertaining to access requirements. In the event of power failure, the access control gate shall automatically open on battery back-up power and remain open until primary power is restored.

Additionally, the Subdivider will install a Knox key switch at each gate in order to allow emergency personnel to access the Subdivision. The location of the Knox switch is subject to approval by the Fire Department.

Subdivider acknowledges that in case of emergency, should the gate operations fail, the gate may be destroyed or removed. Subdivider will be responsible for all costs related to reinstalling or repairing the gate.

E. Billings Area Bikeway and Trails Master Plan (BABTMP)

The subdivision is within the jurisdictional area of the BABTMP. 64th Street West is identified as a potential long-range bike lane route and sufficient right-of-way is dedicated with Fire Rock Subdivision to allow for a future bike lane installation along 64th Street West.

F. Mail Boxes

Centralized mail delivery boxes shall be provided for the subdivision as required by the United States Postal Service.

G. Survey Monuments

Survey monuments shall be installed as required by Yellowstone County and the Montana Subdivision and Platting Act.

H. Maintenance

Maintenance of the private subdivision improvements shall be by the Fire Rock Homeowners Association.

IV. EMERGENCY SERVICES

A. Fire Protection Services

The subdivision is included within the boundaries of the Billings Urban Fire Service Area (BUFSA). Property within BUFSA is assessed for fire service and is served by the Billings Fire Department.

Fire Protection facilities shall be provided via a dry hydrant system with a 30,000 gallon underground water storage tank. The system shall be capable of providing a minimum of 1,000 gallons per minute at draft. The Subdivider shall submit plans and specifications of the dry hydrant system to the Billings Fire Department for review and approval prior to installation of the system. The tank shall be installed with the subdivision improvements prior to final plat approval or prior to construction of any buildings in the subdivision at the location shown on the plat. The system shall be inspected, acceptance tested, and approved by the Billings Fire Department prior to construction of any buildings in the subdivision.

B. Maintenance

Maintenance of the fire protection facilities shall be the responsibility of the Rural Special Improvement District for Maintenance RSID-M) as described in Section IX. of this agreement. Maintenance shall include the maintenance of all fire protection facilities located within the dry hydrant system easement as indicated on the plat, including the underground tank and associated fixtures and appurtenances and maintaining the water level within the tank such that the tank is full at all times. It is agreed that, should the Billings Fire Department need water from the tank to fight fire outside the subdivision, they will do so; and, upon completion of fire fighting, they will refill the tank immediately at no cost to the subdivision.

V. STORM DRAINAGE

A. Facilities

All drainage improvements shall comply with the provisions of Section 4.7 of the Yellowstone County Subdivision Regulations (2006), and a Storm water Management Plan shall be submitted to and approved by the Montana Department of Environmental Quality (MDEQ), or its designee.

All storm water facilities located within or adjacent to the subdivision are integral parts of the street drainage system and shall remain so until such time as a storm drainage trunk system becomes available and is utilized by the subdivision.

The storm water improvements of the subdivision shall consist of any collection, conveyance, storage, or discharge facility which is an integral part of each particular phase's drainage system as described in the Storm water Management Plan approved by the MDEQ Certificate of Subdivision Plat Approval, as filed with the Clerk and Recorder. Said improvements shall hereinafter be referred to as the storm water improvements, respectively.

B. Maintenance

Maintenance of the storm water facilities shall be the responsibility of the Fire Rock Homeowners Association. Maintenance shall include the maintenance of all storm water collection, conveyance, storage, detention, and discharge facilities located within the private streets and private open space as indicated on the plat.

VI. UTILITIES

A. Water

Public water service is not available in the subdivision at this time. The subdivision will be served by individual cisterns for each lot. The systems shall be located as shown on the site layout approved by MDEQ. Installation and maintenance of said systems shall by the responsibility of the lot buyer.

B. Sewer

Municipal public sewer service is not available in the subdivision at this time. The subdivision will be served by individual on-site wastewater disposal systems as approved by MDEQ. These systems shall be located and installed as shown on the site layout approved by MDEQ. Installation and maintenance of said systems shall be the responsibility of the lot buyer.

C. Private Utilities

All telephone, gas, electrical power, and cable television lines (where said utilities are actually available and existing to subdivision) shall be installed as required and prior to street paving. Said improvements shall hereinafter by referred to as the private utility improvements, respectively.

The Subdivider shall install private utilities within private utility easements where possible. Extension of private utilities into each lot shall be the responsibility of the individual lot owners. The location of all such off-site facilities within the existing public rights-of-way shall be subject to approval of the County Public Works

Department and shall be installed underground. The Subdivider shall coordinate installation with the various utility companies.

VII. PARKS/OPEN SPACE

The park area required for Fire Rock Subdivision is 0.98 acres. 6.45 acres of private open space are created with Fire Rock Subdivision. The private open space shall remain as open space and not be sold or used for any other purpose other than open space in the future.

A. Ownership

All open space and common areas, as shown on the plat as Lots 3, and 22 shall be owned by the Fire Rock Homeowners Association.

B. Facilities

No open space improvements are required to be constructed with the Fire Rock Subdivision. Any disturbed open space area will be seeded with native grasses upon final grading associated with street construction.

C. Maintenance

Maintenance of all park area, open space and other common areas shall be the responsibility of the Fire Rock Homeowners Association, created at the time of the filing of the final plat.

VIII. IRRIGATION

A. Irrigation laterals exist along the north boundary of the subdivision. Properly sized culverts shall be installed as part of the improvements to Yonder Way to provide adequate water flow in the ditch that crosses Yonder Way. The lateral irrigation ditches are supplied by the High Ditch.

B. Existing irrigation ditch water shares will be transferred to the Fire Rock Homeowners Association. Underground irrigation pipe will be installed in the utility easements with service to each lot.

IX. RURAL SPECIAL IMPROVEMENTS DISTRICT FOR MAINTENANCE (RSID-M)

One Rural Special Improvements District for Maintenance (RSID-M) shall be created by the Subdivider prior to the filing of the final plat, which shall include, but not be limited to, the maintenance of the fire protection facilities located within the established dry hydrant system easement, as indicated on the plat. Assessments of individual lots by Yellowstone County shall not begin until the public improvements have been completed.

X. WEED MANAGEMENT PLAN

A. All noxious weeds on the latest Yellowstone County Noxious Weed List must be controlled on all properties in the subdivision. A Noxious Weed Plan must be filed and updated annually for approval by the Yellowstone County Weed Board. It must contain the noxious weeds being addressed and the plan for control of those weeds. All cost of noxious weed control is the responsibility of the property owners (of record). The right-of-way is the responsibility of the Subdivider. Once the Maintenance District is formed, it then becomes the responsibility of the District.

B. A revegetation plan will be submitted as part of the management plan. A seeding recommendation will 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.

XI. SOILS/GEOTECHNICAL STUDY

A geotechnical study is not required by the Yellowstone County Subdivision Regulations as part of this plat. 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.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or private contracts secured by bonds, irrevocable letter of credit or letter of commitment to lend funds from a commercial lender. 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 the improvements have been completed in accordance with approved, seal stamped, record drawing, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

XIII. LEGAL PROVISIONS

A. Subdivider agrees to guarantee all improvements for a period of one year from the date of final acceptance by the County Public Works Department.

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.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

Janet K. Dolar JANET K. DOLAR (MANAGING MEMBER)FOR CATTLE RANCH ESTATES, LLC.(OWNERS)

LEVI J. BRITTON AND BARBARA L. BRITTON
(SUBDIVIDERS

STATE OF Florida)
: ss
County of Santa Rosa)

On this 21st day of October, 2016, before me, a Notary Public in and for the State of Florida, personally appeared JANET K. DOLAR (MANAGING MEMBER) for Cattle Ranch Estates LLC. known to me to be the OWNERS of FIRE ROCK SUBDIVISION, who executed the foregoing instrument and acknowledged to me that they executed the same.

SUSAN REININGER
Notary Public - State of Florida
Commission # FF 207190
My Comm. Expires Mar 5, 2019
Bonded through National Notary Assn.

Notary Public in and for the State of Florida
Printed Name: SUSAN REININGER

State of Montana)
)ss
County of Yellowstone)

On this 25TH Day of October, 2016. before me, a Notary Public in and for the State of Montana, personally appeared LEVI J. BRITTON AND BARBAR L. BRITTON, known to me to be the SUBDIVIDER of FIRE ROCK SUBDIVISION, who executed the foregoing instrument and acknowledged to me that they executed the same.

JAMES F. SLEHOFER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
July 25, 2020

Notary Public in and for the State of Montana
Printed Name: James F. Slehofer

Notary Public in and for the State of Montana
Printed Name: _____

This agreement is hereby approved and accepted by Yellowstone County, this ____ day of _____, 2016.

"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 _____, 2016, 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 _____

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of Fire Rock Subdivision, 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 not to exceed 20 years from the recording of this document.

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:

All of Fire Rock Subdivision, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana.

A waiver of protest for the creation of future Special Improvement Districts and annexation shall be submitted and filed with the final plat.

Signed and dated this 21 **day of** October**, 2016.**

Owners

Janet K. Dolar **FOR CATTLE RANCH ESTATES LLC.**
Janet K. Dolar (Managing Member)

STATE OF Florida)
: ss
County of Santa Rosa)

On this 21st **day of** October, **2016, before me, a Notary Public in and for the State of** Florida, **personally appeared JANET K. DOLAR FOR CATTLE RANCH ESTATES LLC. (Managing Member), known to me to be (*Owners*), the person who executed the forgoing instrument and acknowledged to me that they executed the same.**

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

Notary Public in and for the State of Florida
Printed name: Susan Reininger

SUSAN REININGER
Notary Public - State of Florida
Commission # FF 207190
My Comm. Expires Mar 5, 2019
Bonded through National Notary Assn.

FLOOD HAZARD EXHIBIT

FIRE ROCK SUBDIVISION

WITHIN

YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : CATTLE RANCH ESTATES, LLC.

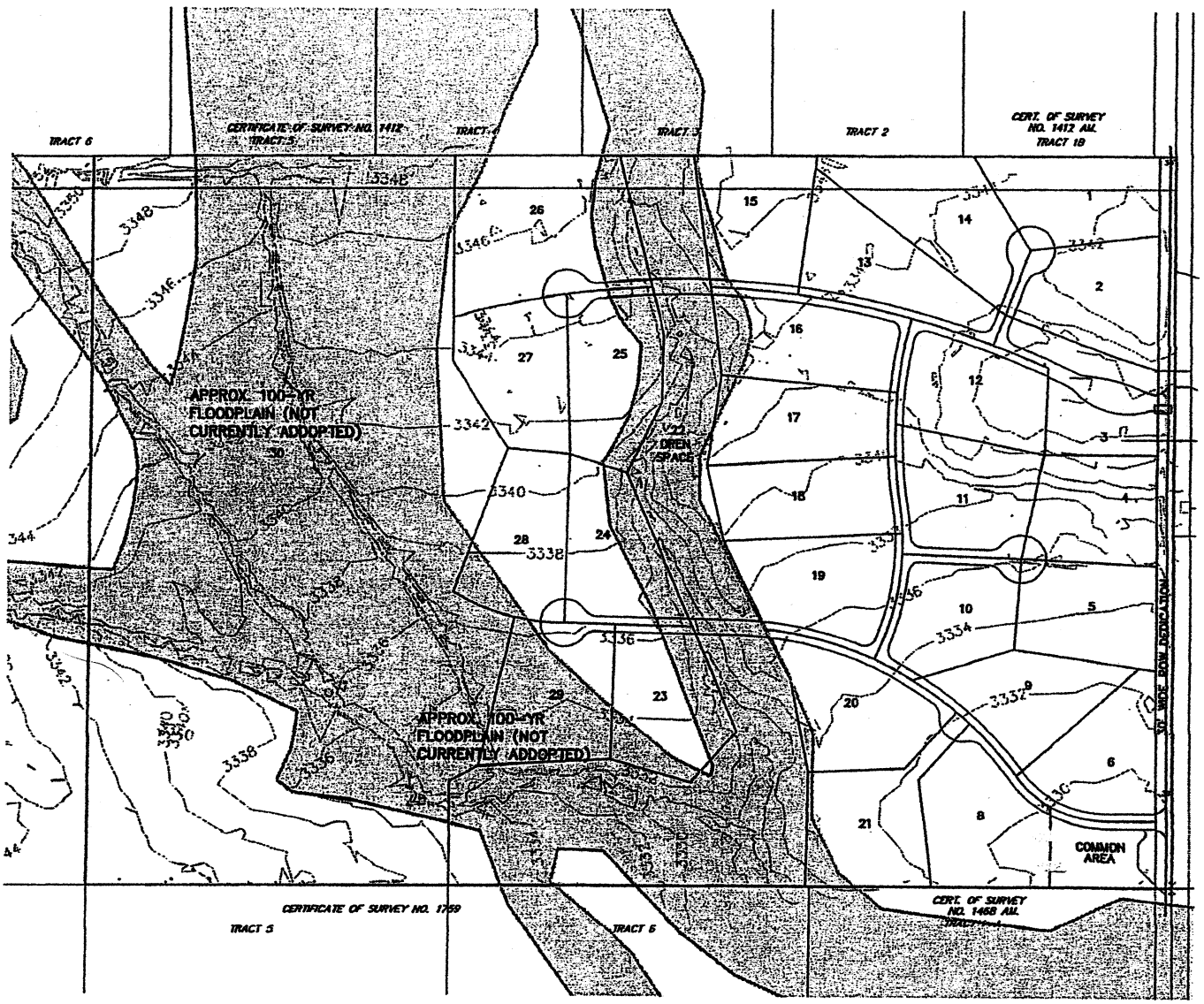
BILLINGS, MONTANA

NORTH

150 0 300 600

SCALE: 1" = 300'

EXHIBIT "A"



12037_01_00 – FLOODPLAIN HAZARD EXHIBIT.DWG 12037.01 12/27/13 JAS