

After Recording Return To:
IMEG Consultants Corp.
550 N 31st Street, Suite 111
Billings, MT 59101
406-248-9000

SUBDIVISION IMPROVEMENTS AGREEMENT

High Ridge Subdivision

This agreement is made and entered into this ____ day of _____, 20__, by and between **Nathan M. Pirtz and Amber R. Pirtz**, whose address for the purpose of this agreement is **52 Fox Road, Red Lodge, MT 59068**, hereinafter referred to as “Subdivider,” and Carbon County, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of *High Ridge Subdivision*, located in Carbon County, Montana, was submitted to the Carbon County Planning Board; and

WHEREAS, at a regular meeting conducted on the 19th day of August, 2025, and following a public hearing, the Planning Board recommended conditional approval of a preliminary plat of *High Ridge Subdivision*; and

WHEREAS, at a regular meeting conducted on the 21st day of October, 2025, the Carbon County Board of County Commissioners conditionally approved a preliminary plat of *High 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 *High Ridge Subdivision* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Carbon County, Montana. The Subdivision shall comply with all requirements of the Carbon Subdivision Regulations, the rules, regulations, policies, and resolutions of Carbon 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 have been requested as part of 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, elk, antelope, and bear 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. Lot owners shall be notified that bear-proof garbage containers are required.

B. No water rights have been transferred to the lot owners. Irrigation Shares have been obtained for the lot owners and are provided by a HOA maintained irrigation system. Irrigation ditches that exist on the perimeter of this development are for the benefit of this subdivision and other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

C. 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.

D. Future maintenance of all public (or common) improvements shall be the responsibility of the High Ridge Subdivision HOA.

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

F. Acquisition of road signs and replacement of old road signs are the responsibility of the subdivider or subsequent lot owners/homeowners' association.

G. When required by future 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 easements.

H. Lot owners or their agent will obtain any necessary permits prior to construction, including, but not limited to, an approach permit, a rural address, a septic permit, and a development permit. Lot design and use must be in compliance with the approved subdivision documents or additional review may be required.

III. TRANSPORTATION

The subdivider agrees to guarantee all improvements for a period of two years from the date of final acceptance by the County Road and Bridge Department.

A. Streets

High Ridge Subdivision has the following internal private road network:

- Standard gravel 24-foot-wide private road maintained by the High Ridge Subdivision HOA and to be known as High Ridge Drive, located within a 60' Private Road Easement throughout the subdivision as shown on the plat.
- Standard gravel 24-foot-wide private road maintained by the High Ridge Subdivision HOA and to be known as Chaffin Drive, located within a 60' Private Road Easement throughout the subdivision as shown on the plat.

B. Traffic Control Devices

There will be two stop signs within High Ridge Subdivision

- One stop sign will be at the intersection of High Ridge Drive and Highway 78.

- One stop sign will be at the intersection of Chaffin Drive and Highway 78.

C. Access

- There will be three accesses for the proposed subdivision. Two approaches will be from Highway 78 and one from Smith Road.
- All lots within the Subdivision shall be accessed using the internal road network except for Lot 1 which will access directly off of the existing Smith Road.

IV. EMERGENCY SERVICE

A. Fire Control and Prevention Plan.

- A Fire Plan has been submitted and recorded for High Ridge Subdivision as part of the final plat.

V. STORM DRAINAGE

All drainage improvements shall comply with the stormwater management plan submitted to and approved by the County Sanitarian/DEQ.

VI. UTILITIES

A. Water

Each lot will have an individual Cistern approved by Montana Department of Environmental Quality. Wells are not allowed in the subdivision.

B. Septic System

Each lot will have an individual subsurface wastewater treatment system. This system has been approved by the Montana Department of Environmental Quality, per E.Q. #26-1807.

C. Power, Telephone, Gas, and Cable Television

These utilities are provided within the 60-foot Private Access Easement or the Utility Easements created as part of this subdivision

VII. PARKS/OPEN SPACE

This subdivision will dedicate 2.39 acres of parkland to High Ridge Subdivision to be maintained by the High Ridge Subdivision Home Owners Association. The park parcel is located in the northwest corner of the subdivision.

VIII. IRRIGATION

Water Shares have been transferred to the High Ridge Subdivision HOA and a community irrigation system has been installed within the subdivision to be utilized by each lot for irrigation needs.

IX. WEED MANAGEMENT

All noxious weeds on the latest Carbon County Noxious Weed List shall be controlled on all properties in the subdivision by the lot owners. A Weed Management Plan must be filed and updated as needed for approval by the Carbon 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 for all areas disturbed by construction activities shall be submitted as part of the management plan and here described. A seeding recommendation can be obtained from the Carbon County Weed Department pursuant to 7-22-2152, MCA. The Carbon County Weed Department reserves the right to revise these recommendations based on the site inspection.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender, or by other method acceptable to the 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 installed as approved by the County. Upon completion of the improvements, the consulting engineer shall file with the Planning Department, a statement certifying that the improvements have been completed in accordance with approved as-built plans.

XI. LEGAL PROVISIONS

- A.** Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by Carbon 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 petition for the creation of 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”

Nathan M. Pirtz

By: _____

Its: _____

Amber R. Pirtz

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Carbon)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of High Ridge Subdivision, 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 Carbon County, this ____ day of _____, 20__.

“COUNTY”
COUNTY OF CARBON
MONTANA

Board of County Commissioners
Carbon County

By: _____
Chairman

Commissioner

Commissioner

Attest: _____
County Clerk and Recorder

STATE OF MONTANA)
 : ss
County of Carbon)

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all 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 the following purposes:

Street lights, street light energy, street light maintenance, and the construction and/or maintenance of streets, alleys, traffic control devices, curb, gutter, sidewalks, drive approaches, survey monuments, water mains, sanitary sewer mains, and storm drain line either within or without the area to provide drainage for runoff water from real property hereinafter described, parks and park maintenance, and any other incidental improvements which Carbon 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 Carbon County, Montana.

This Waiver of Right to Protest shall be valid for a time period not longer than twenty (20) years after the date that the final subdivision plat is filed with the County Clerk and Recorder.

The real property hereinabove mentioned is more particularly described as follows:

High Ridge Subdivision

“SUBDIVIDER”

Nathan M. Pirtz

By: _____

Its: _____

Amber R. Pirtz

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Carbon)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of High Ridge Subdivision, 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: _____