

RESOLUTION NO. R16-101

A RESOLUTION APPROVING THE FINAL PLAT OF LOT 1, BLOCK 1, AMENDED ENTERTAINMENT PARK SUBDIVISION, CITY OF LAUREL, MONTANA.

WHEREAS, the developer of Laurel Entertainment Park Subdivision has requested approval of the Final Plat of Lot 1, Block 1, Amended Entertainment Park Subdivision, City of Laurel; and

WHEREAS, the Preliminary Plat of Lot 1, Block 1, Amended Entertainment Park Subdivision, was recommended for approval with certain conditions by the Laurel-Yellowstone City-County Planning Board on April 7, 2016; and

WHEREAS, the City Council of the City of Laurel approved the recommendations of the Laurel-Yellowstone City-County Planning Board on May 17, 2016 through Resolution No. R16-35, subject to certain conditions; and

WHEREAS, the developer of Lot 1, Block 1, Amended Entertainment Park Subdivision, has complied with the conditions set forth for such approval by the City Council to the satisfaction of the City Council; and

WHEREAS, City Staff reviewed the request for Final Plat approval and it appears to Staff's satisfaction that owner has completed, complied and/or satisfied all of the terms and conditions imposed by the City Council through Resolution No. R16-35 and by the Subdivision Improvements Agreement (SIA), which includes a Waiver of Protest executed by the owner; and

WHEREAS, it is in the best interest of the City of Laurel and sound community growth that the final plat for the subdivision be approved.

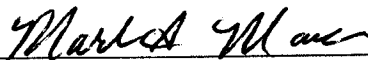
NOW THEREFORE BE IT RESOLVED, the City Council of Laurel hereby approves the Final Plat of Lot 1, Block 1, Amended Entertainment Park Subdivision, an addition to the City of Laurel.

Introduced at a regular meeting of the City Council on September 20, 2016 by Council Member Mountsier.

PASSED and APPROVED by the City Council of the City of Laurel, Montana this 20th day of September, 2016.

APPROVED by the Mayor this 20th day of September, 2016.


CITY OF LAUREL


Mark A. Mace, Mayor

ATTEST:


Shirley Ewan, Clerk/Treasurer

APPROVED AS TO FORM:


Sam S. Painter, Civil City Attorney

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT
AMENDED PLAT OF LOT 1, BLOCK 1, ENTERTAINMENT
PARK SUBDIVISION
CITY OF LAUREL
Table of Contents**

I.	Variances	SIA-2
II.	Conditions that Run with the Land	SIA-2
III.	Transportation	SIA-3
	A. Streets	SIA-3
	B. Sidewalks	SIA-3
	C. Street Lighting	SIA-3
	D. Traffic Control Devices	SIA-3
	E. Access	SIA-3
	F. Bike or Pedestrian Trail Plans	SIA-4
	G. Public Transit	SIA-4
IV.	Emergency Service	SIA-4
V.	Storm Drainage	SIA-4
VI.	Utilities	SIA-5
	A. Water	SIA-5
	B. Sanitary Sewer	SIA-5
	C. Power, Telephone, Gas, and Cable Television	SIA-6
VII.	Parks/Open Space	SIA-6
VIII.	Irrigation	SIA-6
IX.	Soils/Geotechnical Study	SIA-6
X.	Financial Guarantees	SIA-7
XI.	Legal Provisions	SIA-7

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT
AMENDED PLAT OF LOT 1, BLOCK 1, ENTERTAINMENT
PARK SUBDIVISION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between **DIEFENDERFER FAMILY TRUST**, whose address for the purpose of this agreement is 3619 Flagstone Drive, Billings, MT 59102, hereinafter referred to as "Subdivider," and **CITY OF LAUREL**, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on 7th day of April, 2016, the Board of Planning recommended conditional approval of the preliminary plat of the Amended Plat of Lot 1, Block 1, Entertainment Park Subdivision; and

WHEREAS, at a regular meeting conducted on 17th day of May, 2016, the City Council conditionally approved the preliminary plat of the Amended Plat of Lot 1, Block 1, Entertainment Park Subdivision; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to the Amended Plat of Lot 1, Block 1, Entertainment Park 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 City of Laurel Subdivision Regulations, the rules, regulations, policies, and resolutions of City of Laurel, 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 City hereby grants, the following variances from the strict interpretation of the Subdivision Regulations:
 - 1. No Variances Requested.

II. CONDITIONS THAT RUN WITH THE LAND

- A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.
- B.** 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.
- C.** 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.** Culverts and associated drainage swales shall not be filled in or altered by the Subdivider or subsequent lot owners.

- F.** Lot owners should be aware that an active 12-inch oil pipeline maintained by the ExxonMobil Pipeline Company is located on the property. ExxonMobil shall be contacted prior to encroachments into or on pipeline easements. ExxonMobil requires a representative to be on site during construction activities within the vicinity of the pipeline.

III. TRANSPORTATION

A. Streets

The subdivision fronts the existing East Railroad Street and Juniper Avenue. East Railroad Street has an existing 70-foot to 80-foot wide right-of-way dedication along the subdivision frontage and is constructed to a paved width of 24 feet with borrow ditches. Juniper Avenue has an existing 25-foot wide half right-of-way dedication that is partially constructed to a graveled width of approximately 12 feet.

In the event of further subdivision of Lots 1A and/or 1B, a 67-foot wide access and utility easement is provided for the purpose of allowing reciprocal access to Lots 1A, 1B, and subsequent subdivision lots thereof.

No street improvements are required with this subdivision, but are included in the Waiver.

B. Sidewalks

No sidewalk improvements are required with this subdivision, but are included in the Waiver. Sidewalks will be required at the time of lot development in accordance with the public works standards.

C. Street Lighting

No street lighting improvements are required with this subdivision, but are included in the Waiver.

D. Traffic Control Devices

No traffic control devices are required with this subdivision, but are included in the Waiver.

E. Access

Access to the Subdivision is from East Railroad Street and Juniper Avenue. A 1-foot wide no-access strip along East Railroad Street with a 67-foot wide

break centered at the common lot lines of Lots 1A and 1B will restrict access to one approach location on East Railroad Street. The 1-foot wide no-access strip also extends from the intersection of East Railroad Street and Juniper Avenue south 50 feet along Juniper Avenue.

In the event of further subdivision of Lots 1A and/or 1B, a 67-foot wide access and utility easement is provided for the purpose of allowing reciprocal access to Lots 1A, 1B, and subsequent subdivision lots thereof.

F. Bike or Pedestrian Trail Plans

No bike or pedestrian trail corridors are planned or improvements proposed within the subdivision.

G. Public Transit

No improvements to public transit service are proposed for the subdivision.

IV. EMERGENCY SERVICE

Emergency Access to the subdivision is provided by East Railroad Street and Juniper Avenue.

No improvements to emergency access are proposed for this subdivision.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the Storm Water Management Manual, and a stormwater management plan shall be submitted to and approved by the City Public Works Department.

Stormwater from East Railroad Street is currently managed with borrow ditches alongside the roadway. Roadside borrow ditches shall be maintained and not altered by the subdivider or future owners unless approved by the City Public Works Department. There is no public storm drain piping or detention basins adjacent to the subdivision. Storm water shall be managed on the property upon lot development in accordance with City requirements.

The developer and subsequent contractors/builders acknowledge that there shall be a Stormwater Pollution Prevention Plan (SWPPP) filed with the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater discharges Associated with Construction Activity.

VI. UTILITIES

The SIA does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owners shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater hookup fees in effect shall be submitted with the applications.

Fees shall be paid for the lots in each phase as applied for in the extension application and as per the first paragraph above. The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made. The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Laurel Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

The subdivision is currently served by public water mains located in East Railroad Street and Juniper Avenue. The existing main in East Railroad Street is an 8-inch diameter and the main in Juniper Avenue is a 10-inch diameter main.

In the event of further subdivision of Lots 1A and/or 1B, a 67-foot wide access and utility easement is provided for the purpose of extension of a future water main.

No improvements to the existing water mains are proposed at this time but are included in the Waiver.

B. Sanitary Sewer

The subdivision is currently is served by a sanitary sewer mains located in Juniper Avenue and along the south property line in an existing 20-foot wide storm and sewer easement. The existing main in Juniper Avenue is a 30-inch diameter and the main in the easement is 8 inches in diameter.

Lot 1A has an existing 6-inch sewer service connected to the existing 8-inch main and a new sanitary sewer service shall be installed on Lot 1A at the time of lot development.

In the event of further subdivision of Lots 1A and/or 1B, a 67-foot wide access and utility easement is provided for the purpose of extension of a future sewer main.

No improvements to the existing sewer mains are proposed at this time but are included in the Waiver.

C. Power, Telephone, Gas, and Cable Television

Power, telephone, gas, and cable television service currently exists to the subdivision. Appropriate utility easements will be provided across the subdivision lots for service to the proposed development.

VII. PARKS/OPEN SPACE

Pursuant to Section 76-3-621(3)(b), M.C.A. and the City of Laurel subdivision regulations, there is no parkland requirement for this non-residential subdivision.

VIII. IRRIGATION

A portion of an irrigation lateral from the Big Ditch is located along the north boundary of the subdivision. The ditch shall remain in place and shall not be altered by the Subdivider or subsequent owners

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical analysis and report was prepared by Rimrock Engineering, Inc. dated February 25, 2016 for the subdivision. The report identifies that the subsurface profile generally consists of about 3 to 5.5 feet of medium stiff sandy silt soils overlying dense to very dense gravels. Groundwater was encountered at approximate depths of 7.5 to 10.5 feet during drilling.

Excavations for the project will generally encounter medium stiff silt soils and dense gravels throughout the lots. Groundwater was encountered at approximate depths ranging from 7.5 to 10.5 feet during the field exploration. Fluctuating groundwater levels should be taken into consideration during design and construction of new structures.

Silt soils can be problematic, especially in the presence of increased moisture. Based on field and laboratory testing, the silt soils are anticipated to be highly

compressible. Due to variable depths of silt soils encountered, there is potential for differential movements if structures are founded on variable soil types and conditions.

A common foundation alternative for commercial structures, based on the conditions described above, is to utilize shallow spread footing foundations bearing on prepared gravel soils or on a zone of structural fill extending to the native gravel stratum.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a 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 special improvement district or private contract, and the improvements shall be installed as approved by the Public Works and Public Utilities Department.

XI. LEGAL PROVISIONS

- A.** Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the AGB.
- 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.

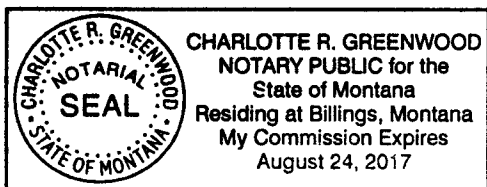
"SUBDIVIDER"

STEPHEN B. DIEFENDERFER,

By: Stephen B. Diefenderfer
It's: Co-Trustee

STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 23rd day of August, 2016, before me, a Notary Public in and for the State of Montana, personally appeared STEPHEN B. DIEFENDERFER known to me to be who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Charlotte R. Greenwood
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

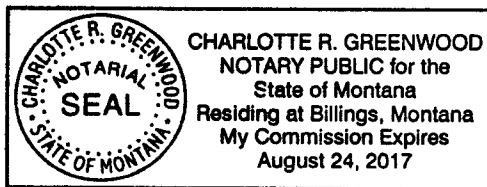
"SUBDIVIDER"

RHONDA R. DIEFENDERFER

By: Rhonda R. Diefenderfer
It's: Co-Trustee

STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 23rd day of August, 2016, before me, a Notary Public in and for the State of Montana, personally appeared RHONDA R. DIEFENDERFER, known to me to be who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Charlotte R. Greenwood
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

This agreement is hereby approved and accepted by the City of Laurel, this 20th day of September, 2016.

"CITY"

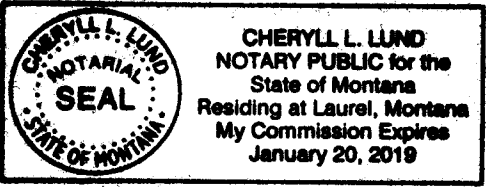
CITY OF LAUREL, MONTANA

By: Mark A Mace
Mayor

Attest: Shirley Ewan
City Clerk

STATE OF MONTANA)
) : ss
County of Yellowstone)

On this 18th day of October, 2016, before me, a Notary Public in and for the State of Montana, personally appeared Mark A Mace, Mayor for the City of Laurel, and Shirley Ewan, City Clerk for the City of Laurel, known to me to be the persons who signed the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Laurel, Montana.



Cheryll L Lund
Notary Public in and for the State of Montana
Printed Name: Cheryll L Lund
Residing at: Laurel
My commission expires: Jan 20, 2019

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 special improvement district(s) for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Laurel or 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:

Amended Plat of Lot 1, Block 1, Entertainment Park Subdivision

Signed and dated this 23rd day of August, 2016.

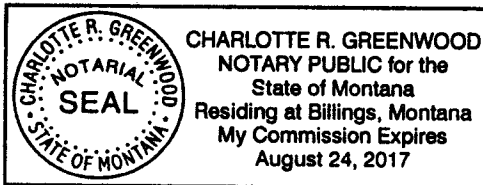
“SUBDIVIDER”

STEPHEN B. DIEFENDERFER,

By: Stephen B. Diefenderfer
It's: Co-Trustee

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 23rd day of August, 2016, before me, a Notary Public in and for the State of Montana, personally appeared STEPHEN B. DIEFENDERFER known to me to be who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Charlotte R. Greenwood
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

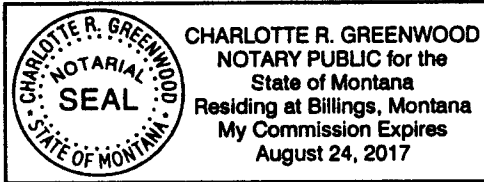
"SUBDIVIDER"

RHONDA R. DIEFENDERFER

By: *Rhonda R Diefenderfer*
It's: Co-Trustee

STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 23rd day of August, 2016, before me, a Notary Public in and for the State of Montana, personally appeared RHONDA R. DIEFENDERFER, known to me to be who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Charlotte R Greenwood
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____



LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT

To: City Council
From: Noel Eaton, City Planner
Council Date: September 20th, 2016
Subject: Lot 1, Block 1 Amended Entertainment Park Subdivision Final Plat

INTRODUCTION:

The applicant Stephen Diefenderfer is applying for Final Plat for Lot 1, Block 1 Amended Entertainment Park Subdivision. The applicant has met all five conditions of approval approved by City Council on May 17th, 2016.

PLAT INFORMATION:

General location:	Southwest of the intersection of East Railroad St. and Juniper Ave
Legal Description:	Lot 1, Block 1, Entertainment Park Subdivision ¼ Section NW 15, Township 2S, Range 24E
Subdivider and Owner:	Stephen Diefenderfer
Engineering and Surveyor:	Bryan Alexander, Sanderson Stewart
Existing Zoning:	Highway Commercial
Existing Land Use:	Vacant Land Urban
Proposed Land Use:	Highway Commercial
Gross Area:	6.202
Proposed # of Lots:	2
Lot Sizes:	3.2 and 3.0 acres
Parkland Requirements:	Parkland requirement was satisfied with initial subdivision.

CONDITIONS OF APPROVAL:

1. All public improvements shall be built to Montana Public Work Standards and to the specifications made in the Subdivision Improvements Agreement provided with the application for preliminary plat.

2. To minimize effects on local services, utility easements shall be provided on the final plat.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Department to clarify the documents and bring them into the standard acceptable format.
4. To minimize the effects on the natural environment, a weed management plan and property inspection shall be approved by the County Weed Department, prior to final plat approval.
5. The final plat shall comply with all requirements of the Laurel-Yellowstone City-County Planning Area Subdivision Regulations, rules, policies, and resolutions of the City of Laurel, and the law and Administrative Rules of the State of Montana

CONCLUSIONS OF FINDINGS OF FACT:

- The preliminary plat of Lot 1, Block 1 Amended Entertainment Park Subdivision does not create any adverse impacts that warrant denial of the subdivision.
- With the proposed conditions, Lot 1, Block 1 Amended Entertainment Park Subdivision is in compliance with the Montana Subdivision and Platting Act, LYCCPASR and the City of Laurel Growth Management Plan.

PROCEDURAL HISTORY:

- Planning Board met on April 7th 2016 and voted to recommend preliminary plat approval
- City Council met on May 17th, 2016 and voted to approve preliminary plat with R16-35
- Final Plat Checkprint routed to City/County Departments for review, no comments were received back.

SIA**3793830**10/24/2016 02:26 PM Pages: 1 of 12 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MTReturn to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT
AMENDED PLAT OF LOT 1, BLOCK 1, ENTERTAINMENT
PARK SUBDIVISION
CITY OF LAUREL
Table of Contents**

I.	Variances	SIA-2
II.	Conditions that Run with the Land	SIA-2
III.	Transportation	SIA-3
	A. Streets	SIA-3
	B. Sidewalks	SIA-3
	C. Street Lighting	SIA-3
	D. Traffic Control Devices	SIA-3
	E. Access	SIA-3
	F. Bike or Pedestrian Trail Plans	SIA-4
	G. Public Transit	SIA-4
IV.	Emergency Service	SIA-4
V.	Storm Drainage	SIA-4
VI.	Utilities	SIA-5
	A. Water	SIA-5
	B. Sanitary Sewer	SIA-5
	C. Power, Telephone, Gas, and Cable Television	SIA-6
VII.	Parks/Open Space	SIA-6
VIII.	Irrigation	SIA-6
IX.	Soils/Geotechnical Study	SIA-6
X.	Financial Guarantees	SIA-7
XI.	Legal Provisions	SIA-7

SIA**3793830**10/24/2016 02:26 PM Pages: 2 of 12 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT
AMENDED PLAT OF LOT 1, BLOCK 1, ENTERTAINMENT
PARK SUBDIVISION**

THIS AGREEMENT is made and entered into this 18 day of October, 2016, by and between **DIEFENDERFER FAMILY TRUST**, whose address for the purpose of this agreement is 3619 Flagstone Drive, Billings, MT 59102, hereinafter referred to as "Subdivider," and **CITY OF LAUREL**, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on 7th day of April, 2016, the Board of Planning recommended conditional approval of the preliminary plat of the Amended Plat of Lot 1, Block 1, Entertainment Park Subdivision; and

WHEREAS, at a regular meeting conducted on 17th day of May, 2016, the City Council conditionally approved the preliminary plat of the Amended Plat of Lot 1, Block 1, Entertainment Park Subdivision; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to the Amended Plat of Lot 1, Block 1, Entertainment Park 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 City of Laurel Subdivision Regulations, the rules, regulations, policies, and resolutions of City of Laurel, Yellowstone County, and the laws and administrative rules of the State of Montana.



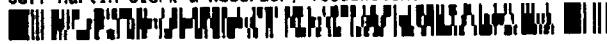
THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

- A. Subdivider has requested, and the City hereby grants, the following variances from the strict interpretation of the Subdivision Regulations:
1. No Variances Requested.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.
- B. 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.
- C. 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. Culverts and associated drainage swales shall not be filled in or altered by the Subdivider or subsequent lot owners.



- F. Lot owners should be aware that an active 12-inch oil pipeline maintained by the ExxonMobil Pipeline Company is located on the property. ExxonMobil shall be contacted prior to encroachments into or on pipeline easements. ExxonMobil requires a representative to be on site during construction activities within the vicinity of the pipeline.

III. TRANSPORTATION

A. Streets

The subdivision fronts the existing East Railroad Street and Juniper Avenue. East Railroad Street has an existing 70-foot to 80-foot wide right-of-way dedication along the subdivision frontage and is constructed to a paved width of 24 feet with borrow ditches. Juniper Avenue has an existing 25-foot wide half right-of-way dedication that is partially constructed to a graveled width of approximately 12 feet.

In the event of further subdivision of Lots 1A and/or 1B, a 67-foot wide access and utility easement is provided for the purpose of allowing reciprocal access to Lots 1A, 1B, and subsequent subdivision lots thereof.

No street improvements are required with this subdivision, but are included in the Waiver.

B. Sidewalks

No sidewalk improvements are required with this subdivision, but are included in the Waiver. Sidewalks will be required at the time of lot development in accordance with the public works standards.

C. Street Lighting

No street lighting improvements are required with this subdivision, but are included in the Waiver.

D. Traffic Control Devices

No traffic control devices are required with this subdivision, but are included in the Waiver.

E. Access

Access to the Subdivision is from East Railroad Street and Juniper Avenue. A 1-foot wide no-access strip along East Railroad Street with a 67-foot wide



break centered at the common lot lines of Lots 1A and 1B will restrict access to one approach location on East Railroad Street. The 1-foot wide no-access strip also extends from the intersection of East Railroad Street and Juniper Avenue south 50 feet along Juniper Avenue.

In the event of further subdivision of Lots 1A and/or 1B, a 67-foot wide access and utility easement is provided for the purpose of allowing reciprocal access to Lots 1A, 1B, and subsequent subdivision lots thereof.

F. Bike or Pedestrian Trail Plans

No bike or pedestrian trail corridors are planned or improvements proposed within the subdivision.

G. Public Transit

No improvements to public transit service are proposed for the subdivision.

IV. EMERGENCY SERVICE

Emergency Access to the subdivision is provided by East Railroad Street and Juniper Avenue.

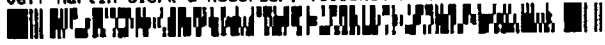
No improvements to emergency access are proposed for this subdivision.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the Storm Water Management Manual, and a stormwater management plan shall be submitted to and approved by the City Public Works Department.

Stormwater from East Railroad Street is currently managed with borrow ditches alongside the roadway. Roadside borrow ditches shall be maintained and not altered by the subdivider or future owners unless approved by the City Public Works Department. There is no public storm drain piping or detention basins adjacent to the subdivision. Storm water shall be managed on the property upon lot development in accordance with City requirements.

The developer and subsequent contractors/builders acknowledge that there shall be a Stormwater Pollution Prevention Plan (SWPPP) filed with the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater discharges Associated with Construction Activity.

SIA**3793830**10/24/2016 02:26 PM Pages: 6 of 12 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT**VI. UTILITIES**

The SIA does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owners shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater hookup fees in effect shall be submitted with the applications.

Fees shall be paid for the lots in each phase as applied for in the extension application and as per the first paragraph above. The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made. The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Laurel Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

The subdivision is currently served by public water mains located in East Railroad Street and Juniper Avenue. The existing main in East Railroad Street is an 8-inch diameter and the main in Juniper Avenue is a 10-inch diameter main.

In the event of further subdivision of Lots 1A and/or 1B, a 67-foot wide access and utility easement is provided for the purpose of extension of a future water main.

No improvements to the existing water mains are proposed at this time but are included in the Waiver.

B. Sanitary Sewer

The subdivision is currently is served by a sanitary sewer mains located in Juniper Avenue and along the south property line in an existing 20-foot wide storm and sewer easement. The existing main in Juniper Avenue is a 30-inch diameter and the main in the easement is 8 inches in diameter.



Lot 1A has an existing 6-inch sewer service connected to the existing 8-inch main and a new sanitary sewer service shall be installed on Lot 1A at the time of lot development.

In the event of further subdivision of Lots 1A and/or 1B, a 67-foot wide access and utility easement is provided for the purpose of extension of a future sewer main.

No improvements to the existing sewer mains are proposed at this time but are included in the Waiver.

C. Power, Telephone, Gas, and Cable Television

Power, telephone, gas, and cable television service currently exists to the subdivision. Appropriate utility easements will be provided across the subdivision lots for service to the proposed development.

VII. PARKS/OPEN SPACE

Pursuant to Section 76-3-621(3)(b), M.C.A. and the City of Laurel subdivision regulations, there is no parkland requirement for this non-residential subdivision.

VIII. IRRIGATION

A portion of an irrigation lateral from the Big Ditch is located along the north boundary of the subdivision. The ditch shall remain in place and shall not be altered by the Subdivider or subsequent owners

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical analysis and report was prepared by Rimrock Engineering, Inc. dated February 25, 2016 for the subdivision. The report identifies that the subsurface profile generally consists of about 3 to 5.5 feet of medium stiff sandy silt soils overlying dense to very dense gravels. Groundwater was encountered at approximate depths of 7.5 to 10.5 feet during drilling.

Excavations for the project will generally encounter medium stiff silt soils and dense gravels throughout the lots. Groundwater was encountered at approximate depths ranging from 7.5 to 10.5 feet during the field exploration. Fluctuating groundwater levels should be taken into consideration during design and construction of new structures.

Silt soils can be problematic, especially in the presence of increased moisture. Based on field and laboratory testing, the silt soils are anticipated to be highly



compressible. Due to variable depths of silt soils encountered, there is potential for differential movements if structures are founded on variable soil types and conditions.

A common foundation alternative for commercial structures, based on the conditions described above, is to utilize shallow spread footing foundations bearing on prepared gravel soils or on a zone of structural fill extending to the native gravel stratum.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a 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 special improvement district or private contract, and the improvements shall be installed as approved by the Public Works and Public Utilities Department.

XI. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the AGB.
- 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.

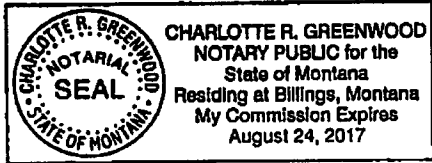
"SUBDIVIDER"

STEPHEN B. DIEFENDERFER,

By: Stephen B. Diefenderfer
It's: Co-Trustee

STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 23rd day of August, 2016, before me, a Notary Public in and for the State of Montana, personally appeared STEPHEN B. DIEFENDERFER known to me to be who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Charlotte R. Greenwood
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

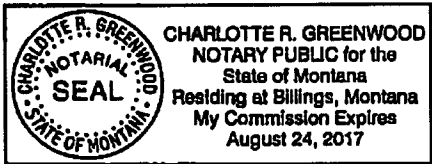
"SUBDIVIDER"

RHONDA R. DIEFENDERFER

By: Rhonda R. Diefenderfer
It's: Co-Trustee

STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 23rd day of August, 2016, before me, a Notary Public in and for the State of Montana, personally appeared RHONDA R. DIEFENDERFER, known to me to be who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Charlotte R. Greenwood
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____



This agreement is hereby approved and accepted by the City of Laurel, this 20th day of September, 2016.

"CITY"

CITY OF LAUREL, MONTANA

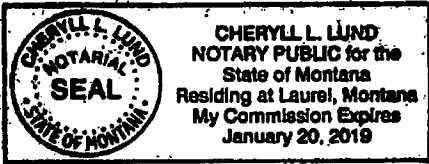
By: Mark A Mace
Mayor

Attest: Shirley Ewan
City Clerk

STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 18th day of October, 2016, before me, a Notary Public in and for the State of Montana, personally appeared Mark A Mace, Mayor for the City of Laurel, and Shirley Ewan, City Clerk for the City of Laurel, known to me to be the persons who signed the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Laurel, Montana.

Cheryll L Lund
Notary Public in and for the State of Montana
Printed Name: Cheryll L Lund
Residing at: Laurel
My commission expires: Jan. 20, 2019



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 special improvement district(s) for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Laurel or 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:

Amended Plat of Lot 1, Block 1, Entertainment Park Subdivision

SUBDIVIDER

OWNER

Stephen Diefenderfer

DIEFENDERFER FAMILY TRUST

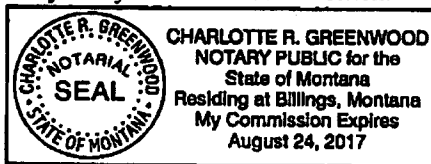
Stephen Diefenderfer

By: *Stephen Diefenderfer*
Stephen Diefenderfer, Trustee

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 24th day of October, 2016, before me, a Notary Public in and for the State of Montana, personally appeared Stephen Diefenderfer, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same individually and as ^{co}trustee of the Diefenderfer Family Trust.

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



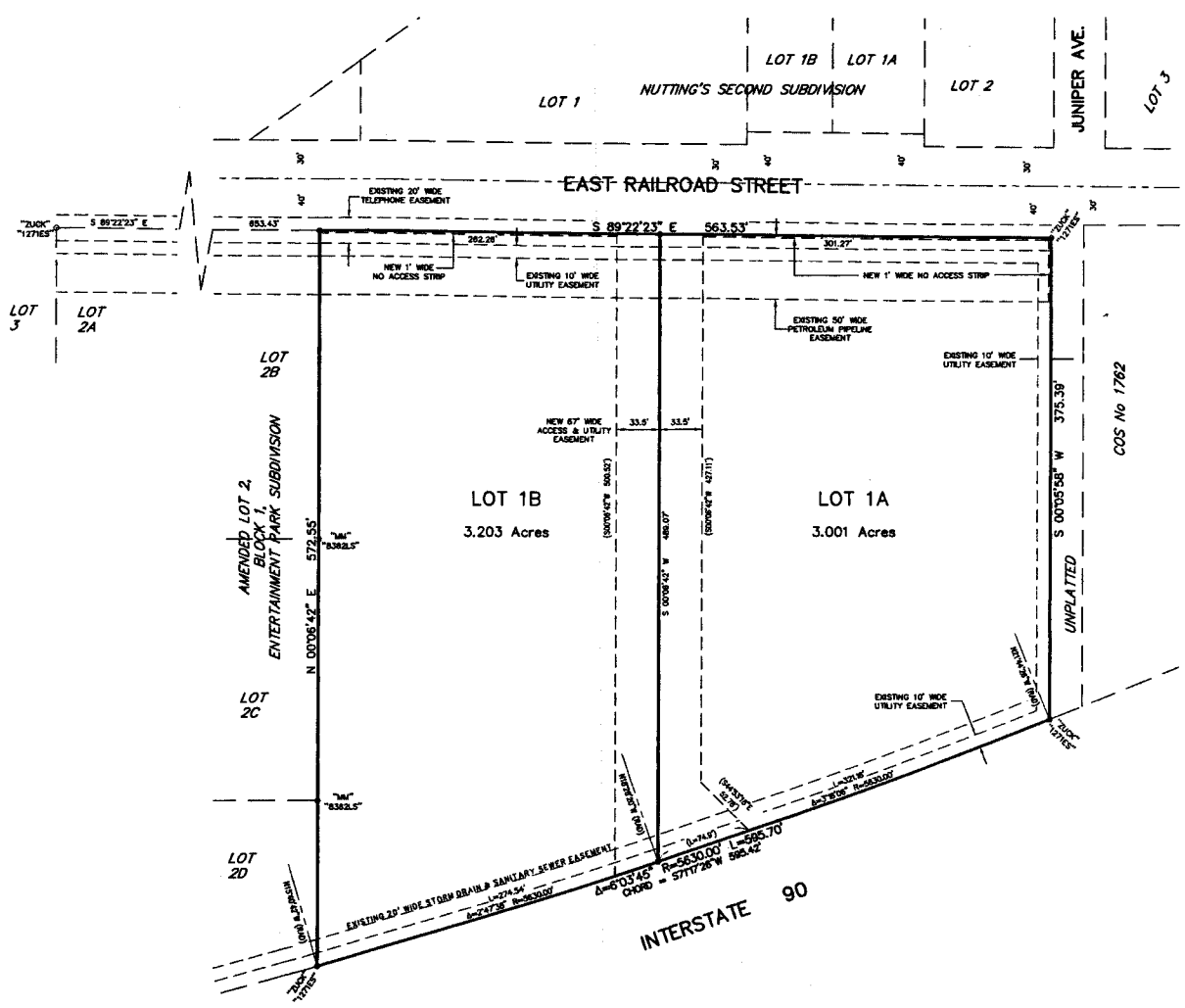
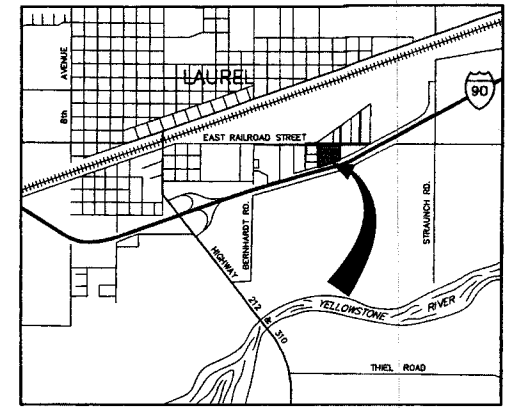
Charles R. Greenwood
Notary Public in and for the State of Montana

AMENDED PLAT OF LOT 1, BLOCK 1,
ENTERTAINMENT PARK SUBDIVISION

AN ADDITION TO THE CITY OF LAUREL
LOCATED IN THE NW1/4 SECTION 15, T. 2 S., R. 24 E., P.M.M.
IN THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : STEPHEN DIEFENDERFER
PREPARED BY : SANDERSON STEWART

JUNE 2016
BILLINGS, MONTANA



BASIS OF BEARING: THE BASIS OF BEARING FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83 LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00" N LATITUDE AND 108°25'00" W LONGITUDE WITH A SCALE FACTOR OF 1.0001515.

DISTANCES ARE GRID, INTERNATIONAL FEET. THE GRID TO GROUND COMBINED SCALE FACTOR IS 0.99999887.

THE CONVERGENCE ANGLE AT THE NE CORNER OF THIS PLAT IS -0°14'23"

- o FOUND SURVEY MONUMENT, REBAR WITH CAP MARKED AS NOTED.
- o SET 5/8" X 18" REBAR AND CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART".

NOTICE OF APPROVAL

STATE OF MONTANA)
County of Yellowstone) ss

This plat has been approved for filing by the City of Laurel Board of Planning and conforms to the recommendations of this board.

Date: 9/20/16 W. J. Ester

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
County of Yellowstone) ss

KNOW ALL MEN BY THESE PRESENTS: That DIEFENDERFER FAMILY TRUST the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the plat, said tract being situated in the NW1/4 of Section 15, T. 2 S., R. 24 E., P.M.M., in the City of Laurel, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lot 1 in Block 1 of Entertainment Park Subdivision, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana under Document No. 1828467.

CERTIFICATE OF PUBLIC WORKS DEPARTMENT

I hereby certify that I have examined the annexed and foregoing plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining conditions and plats of the City of Laurel already platted as nearly as circumstances will permit.

I further certify that annexed and foregoing plat conforms with Section 76-4-125(2)(d), M.C.A., for the removal of sanitary restrictions since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this 21 day of October, 2016.

K. J. Madsen
Public Works Department

Pursuant to Laurel Subdivision Regulations and Section 76-3-621(3)(b), M.C.A. there is no parceland requirement for this subdivision of non-residential lots.

Said tract to be known and designated as AMENDED PLAT OF LOT 1, BLOCK 1, ENTERTAINMENT PARK SUBDIVISION, there is no public land dedication with this plat.

DIEFENDERFER FAMILY TRUST

By: Stephen B. Diefenderfer
Stephen B. Diefenderfer, Co-Trustee

By: Rhonda R. Diefenderfer
Rhonda R. Diefenderfer, Co-Trustee

STATE OF MONTANA)
County of Yellowstone) ss

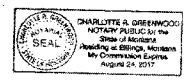
This instrument was acknowledged before me on August 23, 2016, by Stephen B. Diefenderfer and Rhonda R. Diefenderfer as Co-Trustees of the Diefenderfer Family Trust.

Christine R. Greenwood
Signature of Notary Public

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the Laurel City Attorney's Office and is acceptable as to form.

Date: 10-20-16
Reviewed by: [Signature]



CERTIFICATE OF APPROVAL

STATE OF MONTANA)
County of Yellowstone) ss

We hereby certify that we have examined the AMENDED PLAT OF LOT 1, BLOCK 1, ENTERTAINMENT PARK SUBDIVISION, and find that said plat conforms with the requirements of the laws of the State of Montana. It is therefore approved and accepted as a subdivision within the limits of the City of Laurel.

IN WITNESS WHEREOF, we have set our hands and the seal of the City of Laurel, Montana, this 20th day of September, 2016.

CITY OF LAUREL, MONTANA
By: Mark A. Mace
Mayor

Attest: Shirley Lujan
City Clerk

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
County of Yellowstone) ss

The undersigned, a Montana Registered Land Surveyor, being first duly sworn, deposes and says that during the month of June 2016, a survey was performed under his supervision of a tract of land to be known as AMENDED PLAT OF LOT 1, BLOCK 1, ENTERTAINMENT PARK SUBDIVISION, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the plat; that the monuments found and set are of the character and occupy the positions shown hereon.

SANDERSON STEWART
By: [Signature]
Montana Registration No. B377-S
Date: August 24, 2016

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-811(1)(b) / 76-3-207(3), M.C.A.

Date: 20 October 2016

Yellowstone County Treasurer
By: Mona Bigday
Deputy

SUBDIVISION IMPROVEMENT AGREEMENT
Document No. 3793830

