

# Supplement to Sanders County Subdivision Regulations

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Adopted 06/10/2020

By Sanders County Commissioners

Land Services Department



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# **1. PRE-APPLICATION MEETING REQUEST**

**Please complete this form and attach all required materials and submit it to the subdivision administrator in order to schedule a pre-application meeting. The subdivision administrator will contact you and hold the meeting within 30 days.**

## **Applicant Information:**

Pre-application Date: \_\_\_\_\_ Preliminary Plat Review Fee: \_\_\_\_\_

Type of Subdivision: First Minor: \_\_\_ Subsequent Minor: \_\_\_ Major: \_\_\_\_\_ Amended: \_\_\_

Working Name of Subdivision: \_\_\_\_\_

Name of Landowner: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Subdivider/Applicant: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Surveyor/Engineer: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## **Parcel Description:**

Legal Description: \_\_\_\_\_ of Section \_\_\_\_\_ Township \_\_\_\_\_ N Range \_\_\_\_\_ W

Parcel Total Size: \_\_\_\_\_ Number of Lots: \_\_\_\_\_

Sanitation: local: \_\_\_ or DEQ \_\_\_\_\_ Flood Plain: FIRM Map No. \_\_\_\_\_

Road Access: \_\_\_\_\_

Existing Use: \_\_\_\_\_ Proposed Use: \_\_\_\_\_

Type of development: Single Family \_\_\_\_\_ Multi-Family \_\_\_\_\_ Condominium \_\_\_\_\_

Commercial/Industrial \_\_\_\_\_ Other, describe \_\_\_\_\_

Jurisdictional Area: \_\_\_\_\_

The following information must be submitted with this form:

## **Attachments**

1. Existing Conditions Sketch Map;

The sketch may be a freehand sketch drawn directly on a print of a topographic map of the area proposed for division at a scale of 1 inch to 400 feet or larger that is adequate to show the property and must include the following:

- location;
- approximate tract and lot boundaries of existing tracts of record;
- description of general terrain;
- natural features on the land, including water bodies, floodplains geologic hazards, and soil types;
- existing structures and improvements;
- existing utility lines and facilities serving the area to be subdivided
- existing easements and rights of way;

2. Proposed Improvements Sketch Map;

The sketch may be a freehand sketch drawn directly on a print of a topographic map of the area proposed for division at a scale of 1 inch to 400 feet or larger that is adequate to show the property and must include the following:

- tract and proposed lot boundaries;
- proposed public and private improvements;
- location of utility lines and facilities;
- easements and rights of way;
- parks and open space and proposed conservation

3. Documentation on the current status of the site, including:

- ownership information, such as a deed, option to buy or buy-sell agreement, including permission to subdivide;
- water rights, including location of Agricultural Water User Facilities;
- any special improvement districts;
- rights of first refusal for the property;
- existing zoning or development regulation standards;
- existing conservation easements;
- existing covenants or deed restrictions;
- any special improvement districts and legal access

Please provide one paragraph narrative description of the development project: \_\_\_\_\_

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*This form services as written notice that requires the subdivider to meet with the Subdivision Administrator to review subdivision application prior to the subdivider submitting the application meets the requirements of Section 76-3-504(1)(q)(i), MCA. This form is only a record of a pre-application meeting between the applicant and the Sanders County Subdivision Administrator. The applicant is hereby notified that this completed form, as well as anything discussed at the related meeting, does not guarantee Sanders County’s approval or conditional approval in any way of the applicant’s proposed subdivision.*

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

## **2. SUBDIVISION APPLICATION AND PRELIMINARY PLAT APPLICATION SUBMITTAL REQUIREMENTS**

The subdivider shall provide the required copies of the preliminary plat and supplement materials as identified by the Subdivision Administrator.

The (5) required copies of the all supplement materials shall be organized format with a cover sheet (summary of the subdivision proposal), table of contents, identification tabs for each section and shall be bound and ready for distribution. The subdivider shall also provide an electronic form (WORD or PDF format).

1. Preliminary Plat Subdivision Application Form:

The subdivider shall submit a completed subdivision application form that is signed by the landowner(s) of record.

2. Preliminary Plat Review Fee:

The subdivider shall submit the required review fee as identified in the pre-application meeting and as identified the adopted Fee Schedule.

3. Preliminary Plat (and if applicable preliminary site plans).

The subdivider shall submit a 24 inch by 36 inch size, 18 inch by 24 inch in size and/or 11 inch by 17 inch size as specified by the subdivision administrator preliminary plat completed by a land surveyor.

a) As requested by the Subdivision Administrator the subdivider shall submit additional copies of the following information must be provided on the preliminary plat:

- a. The subdivision or development name (the title must contain the words "plat" and/or "subdivision"). No duplication of subdivision name;
- b. The legal description, including Section, Township, and Range, and any underlying survey data;
- c. A north arrow;
- d. The scale used on the plat;
- e. The certification of a professional land surveyor;
- f. The certification of a professional engineer (if the preliminary plat application or data includes engineering plans or specifications);
- g. The names of all owners of record and the subdivider [if different from the owner(s)];
- h. The date the preliminary plat is completed;
- i. Proposed lot layout with approximate dimensions and sizes;
- j. Lots and blocks identified by number or letter;
- k. The use of each lot;
- l. The exterior boundaries of the parcel proposed for subdivision with bearings, distances, and curve data indicated outside of the boundary lines. When the plat is bounded by an irregular shoreline or body of water, the bearings and distances of a closing meander traverse shall be given;
- m. All existing streets, roads, highways, streets, avenues, alleys, and/or access easements within or adjacent to the subject property (all existing Petition numbers and Book and Page numbers are to be shown);
- n. All proposed streets, roads, alleys, avenues, and easements; the width of the easement or right-of-way, grades, curvature of each;
  - i. Layout, numbers (or if acceptable, name), and widths of proposed streets or easements with proper dedications
- o. Existing and proposed road and street numbers (or if acceptable, name);
- p. Proposed location of intersections for any subdivision requiring access to state or local streets, roads, avenues, alleys, or highways;

- q. The names and addresses of adjoining platted subdivisions and recording information from adjoining subdivisions, certificates of survey, or unplatted lands;
  - r. The approximate location of all section corners or legal subdivision corners of sections pertinent to the subdivision boundary;
  - s. Approximate area, location, boundaries, and dimensions of all parks, open space, common grounds, and other grounds dedicated for public use; (use of proper dedication is required). Including existing parks, open space, etc...
  - t. The total gross area of the subdivision and the total net area, exclusive of public areas and rights-of-way;
  - u. Existing and proposed infrastructure and proposed utilities.
4. A copy of the most current certificate of survey or subdivision plat pertaining to the subject parcel to be subdivided.
  5. A vicinity sketch showing:
    - a) The approximate locations of all existing buildings, structures, and other improvements;
    - b) Ownership of lands immediately adjoining a subdivision, and existing buildings, structures and other improvements on those lands; and
    - c) Any existing or proposed zoning classification of the tract and adjacent lands, if applicable.
      - a. including any proposed variance requests.
  6. A topographic map:
    - a) For any land area which will be subdivided or disturbed, contour intervals of 2' where the average slope is less than 10%; intervals of five feet where the average slope is greater than 10% and less than 15%; and intervals of ten feet where the average slope is 15% or greater.
    - b) Slopes greater than 25% shall be shown as no-build zones.
  7. A stormwater drainage plan that meets the standards identified in DEQ Circular 8 and the specifications as required by ARM 17.36.310.
  8. Location and dimensions of proposed streets with centerline curve radii, sidewalks and or paths and alleys. Proposed layout of water distribution system, sanitary sewer system, storm drainage facilities, and location of nearest utilities.
  9. If development is planned in phases, a phasing plan.
  10. Subdivision Guarantee, dated not more than 6 months prior to the date of submittal.
  11. Lien holders' Acknowledgement of Subdivision for each lien holder identified on the Title Report or Title Insurance Guarantee.
  12. Documentation of legal and physical access.
  13. Documentation of existing easements, including those for agricultural water user facilities.
  14. Existing covenants and deed restrictions.
  15. Existing water rights (for lots 5 acres or less); a signed land by the landowner(s) stating they have water rights for the parcel.
  16. Existing mineral rights (for lots 5 acres or less); a signed land by the landowner(s) stating they have mineral rights for the parcel.
  17. Names and addresses of all adjoining property owners (Two sets of adhesive labels for major applications).
  18. Proposed road plan and profile that includes:
 

Shall be drafted by a professional engineer licensed in Montana.

    - a) Street numbers (or if acceptable, name).
    - b) Right-of-way or easement widths;

- c) Pavement widths;
- d) Street grades;
- e) Pavement and base thickness;
- f) Typical cross sections for each type of road;
- g) Road profiles and cross sections for all proposed streets and roads which have grades exceeding 5%, or cuts and fills exceeding 3'.
- h) The type and location of sidewalks and curbs (where required);
- i) The minimum site distances at corners;
- j) The minimum curb radiuses at corners;
- k) For cul-de-sac streets:
  - a. Widths of turn around radiuses;
  - b. Minimum right-of-way widths at the turnarounds;
  - c. Minimum pavement or road surface width at the turnarounds;
  - d. Total lengths of the streets. The locations and characteristics of bridges and culverts;
    - i. The locations and dimensions of adjoining lots and open spaces;
    - ii. The locations and widths of easements and dedicated land, which provide a buffer between the subdivision lots and streets;
    - iii. Typical grading and location of intersections with private driveways; and
    - iv. Description of how the roads will be maintained.

19. Approach/access/encroachment permits from Montana Department of Transportation or the local jurisdiction;

20. Road maintenance agreement (or plan);

21. Proposed easements;

22. Proposed disposition of water rights (for lots 5 acres or less), as required by Section VI-O of the subdivision regulations; a signed land by the landowner(s) stating their intent whether they will keep the water rights or transfer the water rights.

23. Proposed disposition of mineral rights (for lots 5 acres or less); a signed land by the landowner(s) stating their intent whether they will keep the mineral rights or transfer the mineral rights.

24. Parkland dedication calculations, location of and description of proposed parkland, or proposal for cash-in-lieu (requirement for major subdivisions, a property valuation assessment or appraisal if cash-in-lieu of parkland is proposed as required by Section V-Q of the subdivision regulations);

25. Environmental Assessment and/or Summary of Probable Impacts including:

- a) Proof that the subdivider has submitted for review copies of the subdivision application and environmental assessment, if applicable, to the public utilities and agencies of the local, state, and federal government identified during the pre-application meeting or subsequently identified as having an interest in the proposed subdivision; and
- b) An explanation of how the subdivider has responded to the comments of the subdivision administrator at the pre-application meeting.

26. Transportation Impact Analysis or Transportation Plan;

Shall be drafted by a professional engineer licensed in Montana.

a) Transportation Analysis: the following information is required:

- a. Describe any proposed new public or private access roads or substantial improvements of existing public or private access roads;
- b. Discuss whether any of the individual lots or tracts have access directly to arterial or collector roads; and if so, the reason access was not provided by means of a road within the subdivision;
- c. Explain any proposed closure or modification of existing roads;

- d. Identify existing primary road Average Vehicle Traffic and subdivision daily vehicle traffic assigned to that primary road;
  - e. Describe provisions considered for dust control on roads;
  - f. Indicate who will pay the cost of installing and maintaining dedicated and/or private roadways;
  - g. Discuss how much daily traffic will be generated on existing local and neighborhood roads and main arterial, when the subdivision is fully developed;
  - h. Indicate the capacity of existing and proposed roads to safely handle any increased traffic.
  - i. Explain whether year round access by conventional automobile will be available over legal rights of way to the subdivision and to all lots and common facilities within the subdivision.
- b) Transportation Impact Analysis or Transportation Plan: if deemed necessary by the governing body(s) and / or by Montana Department of Transportation the Transportation Impact Analysis or Transportation Plan shall be drafted and submitted.
27. Weed Management Plan and Re-vegetation Plan; Sanders County Subdivision Noxious Weed Control Plan shall be submitted for every new subdivision after preliminary approval.
28. Existing and proposed property owners' association documents, including draft articles of incorporation, declaration and bylaws.
29. FIRM or FEMA panel map and letter identifying floodplain status, and other hydrologic characteristics including surface water bodies, designated floodplain and areas of riparian resource.
30. Required water and sanitation information including; a full copy of the DEQ application will need to be submitted along with the preliminary application materials and comments from the local sanitarian office.

**76-3-622. Water and sanitation information to accompany preliminary plat.** (1) Except as provided in subsection (2), the subdivider shall submit to the governing body or to the agent or agency designated by the governing body the information listed in this section for proposed subdivisions that will include new water supply or wastewater facilities. The information must include:

- (a) a vicinity map or plan that shows:
  - (i) the location, within 100 feet outside of the exterior property line of the subdivision and on the proposed lots, of:
    - (A) flood plains;
    - (B) surface water features;
    - (C) springs;
    - (D) irrigation ditches;
    - (E) existing, previously approved, and, for parcels less than 20 acres, proposed water wells and wastewater treatment systems;
    - (F) for parcels less than 20 acres, mixing zones identified as provided in subsection (1)(g); and
    - (G) the representative drainfield site used for the soil profile description as required under subsection (1)(d); and
  - (ii) the location, within 500 feet outside of the exterior property line of the subdivision, of public water and sewer facilities;
- (b) a description of the proposed subdivision's water supply systems, storm water systems, solid waste disposal systems, and wastewater treatment systems, including:
  - (i) whether the water supply and wastewater treatment systems are individual, shared, multiple user, or public as those systems are defined in rules published by the department of environmental quality; and
  - (ii) if the water supply and wastewater treatment systems are shared, multiple user, or public, a statement of whether the systems will be public utilities as defined in [69-3-101](#) and subject to the jurisdiction of the public service commission or exempt from public service commission jurisdiction and, if exempt, an explanation for the exemption;
- (c) a drawing of the conceptual lot layout at a scale no smaller than 1 inch equal to 200 feet that shows all information required for a lot layout document in rules adopted by the department of environmental



quality pursuant to [76-4-104](#);

(d) evidence of suitability for new onsite wastewater treatment systems that, at a minimum, includes:

(i) a soil profile description from a representative drainfield site identified on the vicinity map, as provided in subsection (1)(a)(i)(G), that complies with standards published by the department of environmental quality;

(ii) demonstration that the soil profile contains a minimum of 4 feet of vertical separation distance between the bottom of the permeable surface of the proposed wastewater treatment system and a limiting layer; and

(iii) in cases in which the soil profile or other information indicates that ground water is within 7 feet of the natural ground surface, evidence that the ground water will not exceed the minimum vertical separation distance provided in subsection (1)(d)(ii);

(e) for new water supply systems, unless cisterns are proposed, evidence of adequate water availability:

(i) obtained from well logs or testing of onsite or nearby wells;

(ii) obtained from information contained in published hydrogeological reports; or

(iii) as otherwise specified by rules adopted by the department of environmental quality pursuant to [76-4-104](#);

(f) evidence of sufficient water quality in accordance with rules adopted by the department of environmental quality pursuant to [76-4-104](#);

(g) a preliminary analysis of potential impacts to ground water quality from new wastewater treatment systems, using as guidance rules adopted by the board of environmental review pursuant to [75-5-301](#) and [75-5-303](#) related to standard mixing zones for ground water, source specific mixing zones, and nonsignificant changes in water quality. The preliminary analysis may be based on currently available information and must consider the effects of overlapping mixing zones from proposed and existing wastewater treatment systems within and directly adjacent to the subdivision. Instead of performing the preliminary analysis required under this subsection (1)(g), the subdivider may perform a complete nondegradation analysis in the same manner as is required for an application that is reviewed under Title 76, chapter 4.

(2) A subdivider whose land division is excluded from review under [76-4-125\(2\)](#) is not required to submit the information required in this section.

(3) A governing body may not, through adoption of regulations, require water and sanitation information in addition to the information required under this section unless the governing body complies with the procedures provided in [76-3-511](#).

31. Letter requesting a revocation of agricultural covenants;
32. Letter indicating locations of cultural or historic resources;
33. Variance request or approval and the required Fee;
34. An engineering study that identifies the Base Flood Elevation (BFE)
35. Letter identifying and proposing mitigation for potential hazards or other adverse impacts not covered by any of the above required materials; such as:
36. Such additional relevant and reasonable information as identified by the Subdivision Administrator that is pertinent to the required elements of this section.
37. If proposing a first minor subdivision, or a subsequent minor subdivision, a copy of each certificate of survey or subdivision plat(s) pertaining to the subject parcel filed or recorded since July 1, 1973

**Preliminary Plat Application**

**PART I GENERAL DESCRIPTION AND INFORMATION**

1. Name of the proposed subdivision: \_\_\_\_\_

2. Location (City and/or County): \_\_\_\_\_

Legal Access: \_\_\_\_\_

Legal description: \_\_\_\_ 1/4 \_\_\_\_ 1/4 of Section \_\_\_\_ Township \_\_\_\_ Range \_\_\_\_

3. Type of water supply system:

- a. \_\_\_\_ Individual surface water supply from spring
- b. \_\_\_\_ Multiple-family water supply system (3-14 connections and fewer than 25 people)
- c. \_\_\_\_ Service connection to multiple-family system
- d. \_\_\_\_ Service connection to public system
- e. \_\_\_\_ Extension of public main
- f. \_\_\_\_ New public system
- g. \_\_\_\_ Individual well

4. Type of wastewater treatment system:

- a. \_\_\_\_ Individual or shared on-site septic system
- b. \_\_\_\_ Multiple-family on-site system (3-14 connections and fewer than 25 people)
- c. \_\_\_\_ Service connection to multiple-family system
- d. \_\_\_\_ Service connection to public system
- e. \_\_\_\_ Extension of public main
- f. \_\_\_\_ New public system

5. Descriptive Data:

- a. Number of lots or rental spaces: \_\_\_\_
- b. Total acreage in lots being reviewed: \_\_\_\_
- c. Total acreage in streets or roads: \_\_\_\_
- d. Total acreage in parks, open space, and/or common facilities: \_\_\_\_

e. Total gross acreage of subdivision: \_\_\_\_\_

f. Minimum size of lots or spaces: \_\_\_\_\_

g. Maximum size of lots or spaces: \_\_\_\_\_

6. Indicate the proposed use(s) and number of lots or spaces in each:

\_\_\_\_ Residential, single family

\_\_\_\_ Residential, multiple family

\_\_\_\_ Types of multiple family structures and numbers of each (e.g. duplex)

\_\_\_\_ Planned Unit Development (Number of units \_\_\_\_\_)

\_\_\_\_ Condominium (Number of units \_\_\_\_\_)

\_\_\_\_ Mobile Home Subdivision (Number of spaces \_\_\_\_\_)

\_\_\_\_ Recreational Vehicle Subdivision (Number of spaces \_\_\_\_\_)

\_\_\_\_ Commercial or Industrial

\_\_\_\_ Other (please describe) \_\_\_\_\_

7. Provide the following information regarding the development:

a. Current land use: \_\_\_\_\_

b. If a tract of land is to be subdivided in phases, an overall development plan indicating the intent for the development of the remainder of the tract.

c. Drafts of any covenants and restrictions to be included in deeds or contracts for sale.

Drafts of homeowners' association bylaws and articles of incorporation, if applicable. (Submitting a draft copy of homeowners' association bylaws and articles of incorporation is adequate for DEQ to initiate and complete its review of sanitary facilities, but a copy of the fully executed documents must be submitted before DEQ can issue final approval.)

**Name, address, and telephone number of designated representative, if any (e.g., engineer, surveyor).**

\_\_\_\_\_  
Name Phone Email

\_\_\_\_\_  
Mailing Address

**Name, address, and telephone number of owner(s).**

\_\_\_\_\_  
Name Signature of owner

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Date Phone Email

**Name, address, and telephone number of subdivider if different than owner(s).**

\_\_\_\_\_  
Name Signature of subdivider

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Date Phone Email

**OFFICE USE ONLY**

|                    |                               |                                   |
|--------------------|-------------------------------|-----------------------------------|
| DATE RECEIVE _____ | ELEMENT REVIEW COMPLETE _____ | SUFFICIENCY REVIEW COMPLETE _____ |
| DECISION DUE _____ |                               |                                   |
| AMOUNT DUE _____   | AMOUNT RECEIVED _____         |                                   |

**3.a. ENVIRONMENTAL ASSESSMENT/b.SUMMARY OF PROBABLE IMPACTS/**  
**c.COMMUNITY IMPACT REPORT**

**ENVIRONMENTAL ASSESSMENT**

Information specified in this Part must be provided in addition to that required in parts I and II of this application form, unless the proposed subdivision qualifies for an exemption under Section IV-A-1.b of the subdivision regulations.

Describe the following environmental features, provide responses to each of the following questions and provide reference materials as required.

**1. Surface Water**

Locate on a plat overlay or sketch map:

- a. Any natural water systems such as streams, rivers, intermittent streams, lakes or marshes (also indicate the names and sizes of each).
- b. Any artificial water systems such as canals, ditches, aqueducts, reservoirs, and irrigation systems (also indicate the names, sizes and present uses of each).
- c. Time when water is present (seasonally or all year).
- d. Any areas subject to flood hazard, or in delineated 100 year floodplain.
- e. Describe any existing or proposed streambank alteration from any proposed construction or modification of lake beds or stream channels. Provide information on location, extent, type and purpose of alteration, and permits applied for.

**2. Groundwater**

Using available data, provide the following information:

- a. The minimum depth to water table and identify dates when depths were determined. What is the location and depth of all aquifers which may be affected by the proposed subdivision? Describe the location of known aquifer recharge areas which may be affected.
- b. Describe any steps necessary to avoid depletion or degradation of groundwater recharge areas.

**3. Topography, Geology and Soils**

a. Provide a map of the topography of the area to be subdivided, and an evaluation of suitability for the proposed land uses. On the map identify any areas with highly erodible soils or slopes in excess of 15% grade. Identify the lots or areas affected. Address conditions such as:

- i Shallow bedrock
- ii Unstable slopes
- iii Unstable or expansive soils
- iv Excessive slope

b. Locate on an overlay or sketch map:

- i Any known hazards affecting the development which could result in property damage or personal injury due to:
  - A. Falls, slides or slumps -- soil, rock, mud, snow.
  - B. Rock outcroppings
  - C. Seismic activity.
  - D. High water table

c. Describe measures proposed to prevent or reduce these dangers.

d. Describe the location and amount of any cut or fill more than three feet in depth. Indicate these cuts or fills on a plat overlay or sketch map. Where cuts or fills are necessary, describe plans to prevent erosion and to promote vegetation such as replacement of topsoil and grading.

#### **4. Vegetation**

a. On a plat overlay or sketch map:

- (i) Indicate the distribution of the major vegetation types, such as marsh, grassland, shrub, coniferous forest, deciduous forest, mixed forest.
- (ii) Identify the location of critical plant communities such as:
  - A. Stream bank or shoreline vegetation
  - B. Vegetation on steep, unstable slopes

- C. Vegetation on soils highly susceptible to wind or water erosion
- D. Type and extent of noxious weeds

b. Describe measures to:

- (i) Preserve trees and other natural vegetation (e.g. locating roads and lot boundaries, planning construction to avoid damaging tree cover).
- (ii) Protect critical plant communities (e.g. keeping structural development away from these areas), setting areas aside for open space.
- (iii) Prevent and control grass, brush or forest fires (e.g. green strips, water supply, access.)
- (iv) Control and prevent growth of noxious weeds

## 5. **Wildlife**

- a. Identify species of fish and wildlife use the area affected by the proposed subdivision.
- b. On a copy of the preliminary plat or overlay, identify known critical wildlife areas, such as big game winter range, calving areas and migration routes; riparian habitat and waterfowl nesting areas; habitat for rare or endangered species and wetlands.
- c. Describe proposed measures to protect or enhance wildlife habitat or to minimize degradation (e.g. keeping buildings and roads back from shorelines; setting aside wetlands as undeveloped open space).

## **SUMMARY OF PROBABLE IMPACTS**

Summarize the effects of the proposed subdivision on each topic below. Provide responses to the following questions and provide reference materials as required:

### **1. Effects on Agriculture**

- a. Is the proposed subdivision or associated improvements located on or near prime farmland or farmland of statewide importance as defined by the Natural Resource Conservation Service? If so, identify each area on a copy of the preliminary plat.
- b. Describe whether the subdivision would remove from production any agricultural or timber land.
- c. Describe possible conflicts with nearby agricultural operations (e.g., residential development creating problems for moving livestock, operating farm machinery, maintaining water supplies, controlling weeds or applying pesticides; agricultural operations suffering from vandalism, uncontrolled pets or damaged fences).
- d. Describe possible nuisance problems which may arise from locating a subdivision near agricultural or timber lands.
- e. Describe effects the subdivision would have on the value of nearby agricultural lands.

### **2. Effects on Agricultural Water User Facilities**

- a. Describe conflicts the subdivision would create with agricultural water user facilities (e.g. residential development creating problems for operating and maintaining irrigation systems) and whether agricultural water user facilities would be more subject to vandalism or damage because of the subdivision.
- b. Describe possible nuisance problems which the subdivision would generate with regard to agricultural water user facilities (e.g. safety hazards to residents or water problems from irrigation ditches, head gates, siphons, sprinkler systems, or other agricultural water user facilities).

### **3. Effects on Local Services**

- a. Indicate the proposed use and number of lots or spaces in each:  
\_\_\_\_\_ Residential, single family



- \_\_\_\_\_ Residential, multiple family
- \_\_\_\_\_ Types of multiple family structures and number of each (e.g. duplex, 4-plex)
- \_\_\_\_\_ Planned unit development (No. of units)
- \_\_\_\_\_ Condominium (No. of units)
- \_\_\_\_\_ Mobile Home Park
- \_\_\_\_\_ Recreational Vehicle Park
- \_\_\_\_\_ Commercial or Industrial
- \_\_\_\_\_ Other (Please describe \_\_\_\_\_)

- b. Describe the additional or expanded public services and facilities that would be demanded of local government or special districts to serve the subdivision.
  - i. Describe additional costs which would result for services such as roads, bridges, law enforcement, parks and recreation, fire protection, water, sewer and solid waste systems, schools or busing, (including additional personnel, construction, and maintenance costs).
  - ii. Who would bear these costs (e.g. all taxpayers within the jurisdiction, people within special taxing districts, or users of a service)?
  - iii. Can the service providers meet the additional costs given legal or other constraints (e.g. statutory ceilings on mill levies or bonded indebtedness)?
  - iv. Describe off-site costs or costs to other jurisdictions may be incurred (e.g. development of water sources or construction of a sewage treatment plant; costs borne by a nearby municipality).
- c. Describe how the subdivision allows existing services, through expanded use, to operate more efficiently, or makes the installation or improvement of services feasible (e.g. allow installation of a central water system, or upgrading a country road).
- d. What are the present tax revenues received from the unsubdivided land?
  - i. By the County \$ \_\_\_\_\_
  - ii. By the municipality if applicable \_\_\_\_\_

iii. By the school(s) \$ \_\_\_\_\_

- e. Provide the approximate revenues received by each above taxing authority if the lots are reclassified, and when the lots are all improved and built upon. Describe any other taxes that would be paid by the subdivision and into what funds (e.g. personal property taxes on mobile/manufactured homes are paid into the County general fund).
- f. Would new taxes generated from the subdivision cover additional public costs?
- g. How many special improvement districts would be created which would obligate local government fiscally or administratively? Are any bonding plans proposed which would affect the local government's bonded indebtedness?

#### **4. Effects on the Historic or Natural Environment**

- a. Describe and locate on a plat overlay or sketch map known or possible historic, paleontological, archaeological or cultural sites, structures, or objects which may be affected by the proposed subdivision.
- b. How would the subdivision affect surface and groundwater, soils, slopes, vegetation, historical or archaeological features within the subdivision or on adjacent land? Describe plans to protect these sites.
  - i. Would any stream banks or lake shorelines be altered, streams rechanneled or any surface water contaminated from sewage treatment systems, run-off carrying sedimentation, or concentration of pesticides or fertilizers?
  - ii. Would groundwater supplies likely be contaminated or depleted as a result of the subdivision?
  - iii. Would construction of roads or building sites require cuts and fills on steep slopes or cause erosion on unstable, erodible soils? Would soils be contaminated by sewage treatment systems?
  - iv. Describe the impacts that removal of vegetation would have on soil erosion, bank, or shoreline instability.
  - v. Would the value of significant historical, visual, or open space features be reduced or eliminated?

- vi Describe possible natural hazards the subdivision be could be subject to (e.g., natural hazards such as flooding, rock, snow or landslides, high winds, severe wildfires, or difficulties such as shallow bedrock, high water table, unstable or expansive soils, or excessive slopes).
- c. How would the subdivision affect visual features within the subdivision or on adjacent land? Describe efforts to visually blend the proposed development with the existing environment (e.g. use of appropriate building materials, colors, road design, underground utilities, and revegetation of earthworks).

**5. Effects on Wildlife and Wildlife Habitat**

- a. Describe what impacts the subdivision or associated improvements would have on wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands, or important habitat for rare or endangered species.
- b. Describe the effect that pets or human activity would have on wildlife.

**6. Effects on the Public Health and Safety**

- a. Describe any health or safety hazards on or near the subdivision, such as: natural hazards, lack of water, drainage problems, heavy traffic, dilapidated structures, high pressure gas lines, high voltage power lines, or irrigation ditches. These conditions, proposed or existing should be accurately described with their origin and location identified on a copy of the preliminary plat.
- b. Describe how the subdivision would be subject to hazardous conditions due to high voltage lines, airports, highways, railroads, dilapidated structures, high pressure gas lines, irrigation ditches, and adjacent industrial or mining uses.
- c. Describe land uses adjacent to the subdivision and how the subdivision will affect the adjacent land uses. Identify existing uses such as feed lots, processing plants, airports or industrial firms which could be subject to lawsuits or complaints from residents of the subdivision.
- d. Describe public health or safety hazards, such as dangerous traffic, fire conditions, or contamination of water supplies which would be created by the subdivision.

## **COMMUNITY IMPACT REPORT**

Provide a community impact report containing a statement of estimated number of people coming into the area as a result of the subdivision, anticipated needs of the proposed subdivision for public facilities and services, the increased capital and operating cost to each affected unit of local government. Provide responses to each of the following questions and provide reference materials as required.

### **1. Education and Busing**

- a. Describe the available educational facilities which would serve this subdivision.
- b. Estimate the number of school children that will be added by the proposed subdivision. Provide a statement from the administrator of the affected school system indicating whether the increased enrollment can be accommodated by the present personnel and facilities and by the existing school bus system. If not, estimate the increased expenditures that would be necessary to do so.

### **2. Roads and Maintenance**

- a. Estimate how much daily traffic the subdivision, when fully occupied will generate on existing streets and arterials.
- b. Describe the capability of existing and proposed roads to safely accommodate this increased traffic.
- c. Describe increased maintenance problems and increased cost due to this increase in volume.
- d. Describe proposed new public or private access roads including:
  - i. Measures for disposing of storm run-off from streets and roads.
  - ii. Type of road surface and provisions to be made for dust.
  - iii. Facilities for streams or drainage crossing (e.g. culverts, bridges).
  - iv. Seeding of disturbed areas.
- e. Describe the closing or modification of any existing roads.
- f. Explain why road access was not provided within the subdivision, if access to any individual lot is directly from arterial streets or roads.

- g. Is year-round access by conventional automobile over legal rights-of-way available to the subdivision and to all lots and common facilities within the subdivision? Identify the owners of any private property over which access to the subdivision will be provided.
- h. Estimate the cost and completion date of the system, and indicate who will pay the cost of installation, maintenance and snow removal.

### **3. Water, Sewage, and Solid Waste Facilities**

- a. Briefly describe the water supply and sewage treatment systems to be used in serving the proposed subdivision (e.g. methods, capacities, locations).
- b. Provide information on estimated cost of the system, who will bear the costs, and how the system will be financed.
- c. Where hook-up to an existing system is proposed, describe estimated impacts on the existing system, and show evidence that permission has been granted to hook up to the existing system.
- d. All water supply and sewage treatment plans and specifications will be reviewed and approved by the Department of Environmental Quality (DEQ) and should be submitted using the appropriate DEQ application form.
- e. Describe the proposed method of collecting and disposing of solid waste from the development.
- f. If use of an existing collection system or disposal facility is proposed indicate the name and location of the facility.

### **4. Fire and Police Protection**

- a. Describe the fire and police protection services available to the residents of the proposed subdivision including number of personnel and number of vehicles or type of facilities for:
  - i. Fire protection -- is the proposed subdivision in an existing fire district? If not, will one be formed or extended? Describe what fire protection procedures are planned?
  - ii. Law --Enforcement protection – Which of --is the proposed subdivision within the jurisdiction of a County Sheriff or municipal police department
- b. Can the fire and police protection service needs of the proposed subdivision be met by present personnel and facilities? If not, describe the additional expenses that would be necessary to make these services adequate, and who would pay the costs?

**5. Payment for extension of Capital Facilities**

Indicate how the subdivider will pay for the cost of extending capital facilities resulting from expected impacts directly attributable to the subdivision

**4. FINAL APPLICATION**

**Date Submitted:** \_\_\_\_\_

- 1. Name of Subdivision: \_\_\_\_\_ Prelim Approval Date: \_\_\_\_\_
- 2. Location: \_\_\_\_\_ 1/4 Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

For Amended Plats: Lot(s) \_\_\_\_\_ Block(s) \_\_\_\_\_

3. Descriptive Data:

- a. Gross area in acres \_\_\_\_\_
- b. Fire District \_\_\_\_\_
- c. Number of lots or rental spaces \_\_\_\_\_
- d. Airport Affected Area or Floodplain (circle)

4. All improvements installed? \_\_\_\_\_

5. The following documents are submitted, as applicable according to the Subdivision Regulations Final Plat Initial Review:

- \_\_\_ Final Plat Application      \_\_\_ Final Plat Fee
- \_\_\_ Check Print                      \_\_\_ Examining Surveyor Fee
- \_\_\_ Fire Fee
- \_\_\_ Notice that all conditions have been met
- \_\_\_ Subdivision Guarantee dated within 30 days of final plat approval
- \_\_\_ Acknowledgement from all Lienholders
- \_\_\_ DEQ and/or Local review
- \_\_\_ Road plans and profiles    \_\_\_ Encroachment permits    \_\_\_ Inspection of roads    \_\_\_ Approved road names
- \_\_\_ Noxious Weeds Treated    \_\_\_ Inspected
- \_\_\_ Covenants    \_\_\_ Homeowner Association documents    \_\_\_ Bylaws and Articles of Incorporation
- \_\_\_ Road Maintenance Agreement
- \_\_\_ Subdivision Improvement Agreement      \_\_\_ Monetary Guarantee      \_\_\_ SIA Fee
- \_\_\_ Park Requirement
- \_\_\_ Final Plats 1 paper/2mylar
- \_\_\_ Other \_\_\_\_\_

I do hereby certify that all the statements and information and the statements and information contained in all exhibits transmitted herewith are true. I hereby apply to the Board of Commissioners of Sanders County for approval of the final plat of \_\_\_\_\_.

\_\_\_\_\_

(signature of subdivider)

**5. UNIFORM STANDARDS FOR MONUMENTATION,  
CERTIFICATES OF SURVEY, AND FINAL SUBDIVISION PLATS**

**24.183.1101 UNIFORM STANDARDS FOR MONUMENTATION**

1. The following standards govern the monumentation of land surveys:
  - a. The terms "monument" and "permanent monument" as used in these regulations mean any structure of masonry, metal or other permanent, durable material placed in the ground, which is exclusively identifiable as a monument to a survey point, expressly placed for surveying reference.
  - b. All metal monuments must be at least one-half inch in diameter and 18 inches in length with a cap not less than 1 inch in diameter marked in a permanent manner with the license number of the surveyor in charge of the survey and either the name of the surveyor or the company employing the surveyor. Metal monuments marking a public land survey corner as described in 70-22-101, MCA, must be at least 24 inches long and 5/8 inch in diameter with an appropriately stamped metal cap at least 2 inches in diameter. A monument marking a public land survey corner may also consist of a cap as described in this rule set firmly in concrete.
  - c. Before a subdivision plat or certificate of survey may be filed for record the surveyor shall confirm the location of as many monuments as, in the surveyor's professional judgment, are necessary to reasonably assure the perpetuation of any corner or boundary established by the survey and to enable other surveyors to reestablish those corners and boundaries and retrace the survey. The surveyor shall clearly identify on the face of the plat or certificate of survey all monuments pertinent to the survey, and the descriptions of these monuments must be sufficient to identify the monuments.
  - d. The surveyor shall set all monuments prior to the filing of a plat or certificate of survey except those monuments that will be disturbed by the installation of improvements or that, because of severe weather conditions, may, in the surveyor's judgment, be more appropriately and accurately set after the weather has improved. In these two circumstances the surveyor may set monuments after the survey document is filed if the surveyor certifies on the survey document that the monuments will be set by a specified date. The surveyor shall set monuments, the placement of which has been deferred because of severe weather conditions, within 240 days of the date on which the survey document was filed.
    - i. If during the later monumentation of the corners of a plat or certificate of survey that were not monumented before the plat or certificate was filed, the surveyor finds that it is necessary to set a reference monument to a corner, the surveyor shall prepare and file an amended certificate of survey or subdivision plat.
    - ii. The failure of the surveyor to set the monuments by the date certified on the record of survey will be deemed a violation of these rules.



- e. The surveyor shall set monuments at the following locations:
  - i. At each corner and angle point of all lots, blocks and parcels of land created by the survey.
  - ii. At every point of intersection of the outer boundary of a subdivision with an existing road right-of-way line of record or a road right-of-way line created by the survey.
  - iii. At every point of curve, point of tangency, point of reversed curve, point of compounded curve and point of intersection on each road right-of-way line created by the survey.
  - iv. At the intersection of a boundary line and a meander line. Meander line angle points need not otherwise be monumented.
- f. If the placement of a required monument at its proper location is physically impractical, the surveyor may set a reference or witness monument. This monument has the same status as other monuments of record if its location is properly shown. If the surveyor relies upon any existing monument in conducting a survey, he or she shall confirm the location of the monument and show and describe it on the resulting certificate of survey or subdivision plat.

#### **24.183.1104 UNIFORM STANDARDS FOR CERTIFICATES OF SURVEY**

- 1. A certificate of survey may not be filed by a county clerk and recorder unless it complies with the following requirements:
  - a. A certificate of survey must be legibly drawn with permanent ink or printed or reproduced by a process guaranteeing a permanent record and must be 18 inches by 24 inches, or 24 inches by 36 inches, overall to include a 1 ½ inch margin on the binding side.
  - b. One signed copy on cloth-backed material or on 3 mil or heavier matte stable-base polyester film or equivalent and one signed reproducible copy on a stable-base polyester film or equivalent must be submitted.
  - c. If more than one sheet must be used to adequately depict the land surveyed, each sheet must show the number of that sheet and the total number of sheets included. All certifications must be placed or referred to on one sheet.
  - d. A certificate of survey must show or contain on its face or on separate sheets referred to on its face the following information. The surveyor may, at his or her discretion, provide additional information regarding the survey.
    - i. A title or title block including the quarter-section, section, township, range, principal meridian and county, and, if applicable, city or town in which the surveyed land is located. Except as provided in (1)(f)(v), a certificate of survey must not bear the title "plat," "subdivision" or any title other than "Certificate of Survey."
    - ii. The name(s) of the person(s) who commissioned the survey and the names of any

adjoining platted subdivisions and the numbers of any adjoining certificates of survey previously filed.

- iii. The date the survey was completed and a brief explanation of why the certificate of survey was prepared, such as to create a new parcel, retrace a section line or retrace an existing parcel of land.
- iv. A north arrow.
- v. A scale bar. (The scale must be sufficient to legibly represent the required information and data.)
- vi. The location of, and other information relating to all monuments found, set, reset, replaced or removed as required by ARM 24.183.1101(1)(c).
  - A. If additional monuments are to be set after the certificate of survey is filed, these monuments must be shown by a distinct symbol, and the certificate of survey must bear a certification by the surveyor as to which they will be set.
  - B. All monuments found during a retracement that influenced the position of any corner or boundary indicated on the certificate of survey must be clearly shown as required by ARM 24.183.1101(1)(c).
- vii. The location of any section corners or corners of divisions of sections the surveyor deems to be pertinent to the survey.
- viii. Witness and reference monuments and basis of bearings. For purposes of this rule the term "basis of bearings" means the surveyor's statement as to the origin of the bearings shown in the certificate of survey. The basis of bearings may refer to a particular line between monumented points in a previously filed survey document. If the certificate of survey shows true bearings, the basis of bearings must describe the method by which these true bearings were determined.
- ix. The bearings, distances and curve data of all boundary lines. If the parcel surveyed is bounded by an irregular shoreline or a body of water, the bearings and distances of a meander traverse generally paralleling the riparian boundary must be given.
  - A. The courses along a meander line are shown solely to provide a basis for calculating the acreage of a parcel that has one or more riparian boundaries as the parcel existed at the time of survey.
  - B. For purposes of this rule a line that indicates a fixed boundary of a parcel is not a "meander" or "meander line" and may not be designated as one.
- x. Data on all curves sufficient to enable the re-establishment of the curves on the ground. For circular curves these data must at least include radius and arc length. For non-

tangent curves, which must be so labeled, the certificate of survey must include the bearings of radial lines or chord length and bearing.

- xi. Lengths of all lines shown to at least tenths of a foot, and all angles and bearings shown to at least the nearest minute. Distance measurements must be stated in English units, but their metric equivalents, shown to the nearest hundredth of a meter, may be noted parenthetically.
- xii. A narrative legal description of the parcel surveyed as follows:
  - A. If the parcel surveyed is either an aliquot part of a U.S. government section or a U.S. government lot, the information required by this subsection is the aliquot or government lot description of the parcel.
  - B. If the survey depicts the retracement or division of a parcel or lot that is shown on a filed certificate of survey or subdivision plat, the information required by this subsection is the number or name of the certificate of survey or plat and the parcel or lot number of the parcel surveyed.
  - C. If the parcel surveyed does not fall within (1)(d)(xii)(A) or (B), above, the information required by this subsection is the metes-and-bounds description of the perimeter boundary of the parcel surveyed.
  - D. If the certificate of survey establishes the boundary of a parcel containing one or more interior parcels, the information required by this subsection is the legal description of the encompassing parcel.
  - E. The requirement of this rule does not apply to certificates of survey that depict a partial retracement of the boundaries of an existing parcel or establish the location of lines or corners that control the location of an existing parcel.
- xiii. Except as provided by (1)(f)(iv), all parcels created by the survey, designated by number or letter, and the dimensions and area of each parcel. (Excepted parcels must be marked "Not included in this survey.") If a parcel created by the survey is identifiable as a 1/32 or larger aliquot part of a U.S. government section or as a U.S. government lot, it may be designated by number or letter or by its aliquot part or government lot identification.
- xiv. The location of any easement that will be created by reference to the certificate of survey.
- xv. The dated signature and the seal of the surveyor responsible for the survey. The affixing of this seal constitutes a certification by the surveyor that the certificate of survey has been prepared in conformance with the Montana Subdivision and Platting Act (76-3-101 through 76-3- 625, MCA) and the regulations adopted under that Act.

- xvi. A memorandum of any oaths administered under 76-3-405, MCA.
- xvii. Space for the county clerk and recorder's filing information.
- e. Certificates of survey that do not represent a division of land, such as those depicting the retracement of an existing parcel and those prepared for informational purposes, must bear a statement as to their purpose and must meet applicable requirements of this rule for form and content.
- f. Procedures for divisions of land exempted from public review as subdivisions. Certificates of survey for divisions of land meeting the criteria set out in 76-3-207, MCA, must meet the following requirements:
  - i. A certificate of survey of a division of land that would otherwise be a subdivision but that is exempted from subdivision review under 76-3-207, MCA, may not be filed by the county clerk and recorder unless it bears the acknowledged certificate of the property owner stating that the division of land is exempt from review as a subdivision and citing the applicable exemption.
  - ii. If the exemption relied upon requires that the property owner enter into a covenant running with the land, the certificate of survey may not be filed unless it bears a signed and acknowledged recitation of the covenant.
  - iii. If a certificate of survey invokes the exemption for gifts and sales to members of the landowner's immediate family, the certificate must indicate the name of the proposed grantee, the relationship of the grantee to the landowner and the parcel to be conveyed to the grantee.
  - iv. If a certificate of survey invokes the exemption for the relocation of common boundary lines:
    - A. The certificate of survey must bear the signatures of all landowners whose parcels will be altered by the proposed relocation. The certificate of survey must show that the exemption was used only to change the location of or eliminate a boundary line dividing two or more parcels, and must clearly distinguish the prior boundary location (shown, for example, by a dashed or broken line or a notation) from the new boundary (shown, for example, by a solid line or notation);
    - B. The certificate of survey must show the boundaries of the area that is being removed from one parcel and joined with another parcel. The certificate of survey may, but is not required to, establish the exterior boundaries of the resulting parcels. However, the certificate of survey must show portions of the existing unchanged boundaries sufficient to clearly identify both the location and the extent of the boundary relocation;

- C. If a boundary line will be completely eliminated, the certificate must establish the boundary of the resulting parcel.
- v. A survey document that modifies lots in a platted and filed subdivision and invokes an exemption from subdivision review under 76-3-201 or 76-3-207(1)(d) or (e), MCA, must be entitled "amended plat of the (name of subdivision)," but for all other purposes is to be regarded as a certificate of survey. The document must contain a statement signed by the property owner that approval of the local government body is not required and citing the applicable exemption.
- vi. If the certificate of survey invokes an exemption from subdivision review under 76-3-207, MCA, the certificate of survey must bear, or be accompanied by, a certification by the county treasurer that all taxes and special assessments assessed and levied on the surveyed land have been paid.
- vii. For purposes of (1)(f), when the parcel of land for which an exemption from subdivision review is claimed is being conveyed under a contract-for-deed, the terms "property owner", "landowner" and "owner" mean the seller of the parcel under the contract-for-deed.
- g. Procedures for filing certificates of survey of divisions of land entirely exempted from the requirements of the Act. The divisions of land described in 76-3-201, 76-3-205 and 76-3-209, MCA, and divisions of federally owned land made by a United States government agency are not required to be surveyed, nor must a certificate of survey or subdivision plat showing these divisions be filed with the clerk and recorder. A certificate of survey of one of these divisions may, however, be filed with the clerk and recorder if the certificate of survey meets the requirements for form and content for certificates of survey contained in this rule and bears a certificate of the surveyor performing the survey citing the applicable exemption from the Act or, when applicable, that the land surveyed is owned by the federal government.

**24.183.1107 UNIFORM STANDARDS FOR FINAL SUBDIVISION PLATS**

- 1. A final subdivision plat may not be approved by the governing body or filed by the county clerk and recorder unless it complies with the following requirements:
  - a. Final subdivision plats must be legibly drawn with permanent ink or printed or reproduced by a process guaranteeing a permanent record and must be 18 inches by 24 inches or 24 inches by 36 inches overall to include a 1 1/2-inch margin on the binding side.
  - b. One signed copy on cloth-backed material or on 3 mil or heavier matte stable-base polyester film or equivalent and one signed reproducible copy on a stable-base polyester film or equivalent must be submitted.

- c. If more than one sheet must be used to adequately depict the land subdivided, each sheet must show the number of that sheet and the total number of sheets included. All certifications must be placed or referred to on one sheet.
  - d. A survey that modifies a filed subdivision plat must be entitled "amended plat of (lot, block and name of subdivision being amended.," and unless it is exempt from subdivision review by 76- 3-201 or 76-3-207(1)(d) or (e), MCA, may not be filed with the county clerk and recorder unless it meets the filing requirements for final subdivision plats specified in this rule.
2. A final plat submitted for approval must show or contain, on its face or on separate sheets referred to on the plat, the following information. The surveyor may, at his or her discretion, provide additional information regarding the survey.
- a. A title or title block indicating the quarter-section, section, township, range, principal meridian, county and, if applicable city or town, in which the subdivision is located. The title of the plat must contain the words "plat" and either "subdivision" or "addition".
  - b. The name of the person(s) who commissioned the survey and the name(s) of the owner of the land to be subdivided if other than the person(s) commissioning the survey, the names of any adjoining platted subdivisions, and the numbers of any adjoining certificates of survey previously filed.
  - c. A north arrow.
  - d. A scale bar. (The scale must be sufficient to legibly represent the required information and data on the plat.)
  - e. The location of, and other information relating to all monuments found, set, reset, replaced or removed as required by ARM 24.183.1101(1)(c).
    - i. If additional monuments are to be set after the plat is filed, the location of these monuments must be shown by a distinct symbol, and the plat must bear a certification by the surveyor as to the reason the monuments have not been set and the date by which they will be set.
    - ii. All monuments found during a retracement that influenced the position of any corner or boundary indicated on the plat must be clearly shown as required by ARM 24.183.1101(1)(c)
  - f. The location of any section corners or corners of divisions of sections pertinent to the survey.
  - g. Witness and reference monuments and basis of bearings. For purposes of this rule the term "basis of bearings" means the surveyor's statement as to the origin of the bearings shown on the plat. The basis of bearings may refer to a particular line between monumented points in a previously filed survey document. If the plat shows true bearings, the basis of bearings must describe the method by which these true bearings were determined.

- h. The bearings, distances and curve data of all boundary lines. If the subdivision is bounded by an irregular shoreline or body of water that is a riparian boundary, the bearings and distances of a meander traverse generally paralleling the riparian boundary must be given.
  - i. The courses along a meander line are shown solely to provide a basis for calculating the acreage of a parcel with one or more riparian boundaries as the parcel existed at the time of survey.
  - ii. For purposes of these regulations a line that indicates a fixed boundary of a parcel is not a "meander" or "meander line" and may not be designated as one.
- i. Data on all curves sufficient to enable the re-establishment of the curves on the ground. For circular curves these data must at least include radius and arc length. For non-tangent curves, which must be so labeled, the plat must include the bearings of radial lines or chord length and bearing.
- j. Lengths of all lines shown to at least tenths of a foot, and all angles and bearings shown to at least the nearest minute. Distance measurements must be stated in English units, but their metric equivalents, shown to the nearest hundredth of a meter, may be noted parenthetically.
- k. The location of any section corners or corners of divisions of sections the surveyor deems to be pertinent to the subdivision.
- l. All lots and blocks in the subdivision, designated by number, the dimensions of each lot and block, the area of each lot, and the total acreage of all lots. (Excepted parcels must be marked "Not included in this subdivision" or "Not included in this plat," as appropriate, and the bearings and lengths of these excepted boundaries must be shown.)
- m. All streets, alleys, avenues, roads and highways; their widths (if ascertainable) from public records, bearings and area; the width and purpose of all road rights-of-way and all other easements that will be created by the filing of the plat; and the names of all streets, roads and highways.
- n. The location, dimensions and areas of all parks, common areas and other grounds dedicated for public use.
- o. The total acreage of the subdivision.
- p. A narrative legal description of the subdivision as follows:
  - i. If the parcel being subdivided is either an aliquot part of a U.S. government section or a U.S. government lot, the information required by this subsection is the aliquot or government lot description of the parcel.
  - ii. If the plat depicts the division of a parcel or lot that is shown on a filed certificate of

survey or subdivision plat, the information required by this subsection is the number or name of the certificate of survey or plat and the number of the parcel or lot affected by the survey.

iii. If the parcel surveyed does not fall within (2)(p)(i) or (ii), above, the information required by this subsection is the metes-and-bounds description of the perimeter boundary of the subdivision.

iv. If the plat establishes the boundaries of a subdivision containing one or more interior parcels, the information required by this subsection is the legal description of the perimeter boundary of the subdivision.

q. The dated signature and the seal of the surveyor responsible for the survey. The affixing of this seal constitutes a certification by the surveyor that the final plat has been prepared in conformance with the Montana Subdivision and Platting Act (76-3-101 through 76-3-625, MCA) and the regulations adopted under that Act.

r. A memorandum of any oaths administered under 76-3-405, MCA.

s. The dated, signed and acknowledged consent to the subdivision of the owner of the land being subdivided. For purposes of this rule when the parcel of land proposed for subdivision is being conveyed under a contract-for-deed, the terms "owner" and "owner of the land" refers to the seller under the contract-for-deed.

t. Certification by the governing body that the final subdivision plat is approved.

u. Space for the clerk and recorder's filing information.

3. The following documents must appear on the face of or accompany the approved final plat when it is presented to the county clerk and recorder for filing:

a. If applicable, the owner's certificate of dedication of streets, parks, playground easements or other public improvements.

b. If applicable, a certificate of the governing body expressly accepting any dedicated land, easements or improvements. An acceptance of a dedication is ineffective without this certification.

c. A certificate of a title abstractor showing the names of the owners of record of the land to be subdivided and the names of any lien holders or claimants of record against the land and the written consent to the subdivision by the owners of the land, if other than the subdivider, and any lien holders or claimants of record against the land.

d. Copies of any covenants or deed restrictions relating to the subdivision.



- e. If applicable, a certificate from the state department of environmental quality stating that it has approved the plans and specifications for water supply and sanitary facilities.
- f. A certificate from the subdivider indicating which required public improvements have been installed and a copy of any subdivision improvements agreement securing the future construction of any additional public improvement to be installed.
- g. Unless otherwise provided by local subdivision regulations, copies of final plans, profiles, grades and specifications for improvements, including a complete grading and drainage plan, with the certification of a registered professional engineer that all required improvements which have been installed are in conformance with the attached plans. Local subdivision regulations may authorize the subdivider, under conditions satisfactory to the governing body, to prepare these plans and specifications after the final plat has been filed or file them with a government official other than the county clerk and recorder, or both.
- h. If applicable, the certificate of the examining land surveyor.
- i. If a street created by the plat will intersect with a state highway, a copy of the state highway access or encroachment permit.
- j. The certification of the county treasurer that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

**6. SAMPLE CERTIFICATES**

- Certificate of Completion of Public Improvements Agreement
- Certificate of Surveyor – Final Plat
- Certificate of Dedication – Final Plat
- Certificate of Acceptance of Cash-in-Lieu of Park Land Dedication
- Certificate of Examining Land Surveyor Where Required – Final Plat
- Certificate of County Treasurer
- Certificate of Final Plat Approval – County
- Certificate of Final Plat Approval – City
- Certificate of Filing by Clerk and Recorder

XX

**Certificate of Completion of Public Improvements Agreement**

(To be submitted with application for approval of final subdivision plat)

**CERTIFICATE OF COMPLETION**

I, (Name of Subdivider), and I, (Name of Subdivider’s Registered Engineer), a registered professional engineer licensed to practice in the State of Montana, hereby certify that the following public improvements, required as a condition of approval of (Name of Subdivision), have been installed in conformance with the attached engineering specifications and plans: (List the improvements actually installed.)

\_\_\_\_\_  
Signature of Subdivider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Professional Engineer

\_\_\_\_\_  
Date

Registration No. \_\_\_\_\_

\_\_\_\_\_  
Address

(Engineers Seal)

XX

**Certificate of Surveyor – Final Plat**

STATE OF MONTANA )  
 ) ss.  
County of \_\_\_\_\_)

I, (Name of Surveyor), a Professional Land Surveyor, do hereby certify that I have performed the survey shown on the attached plat of (Name of Subdivision); that such survey was made on (Date of Survey); that said survey is true and complete as shown and that the monuments found and set are of the character and occupy the positions shown thereon.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ \_\_\_\_\_ (Seal)  
 (Signature of Surveyor)  
Registration No. \_\_\_\_\_ (Address)

XX

**Certificate of Dedication – Final Plat**

(I) (We), the undersigned property owner(s), do hereby certify that (I) (We) have caused to be surveyed, subdivided and platted into lots, blocks, streets and alleys, as shown by the plat hereto annexed, the following described land in (City and County if in Unincorporated Area), to-wit:

(Exterior boundary description of area contained in plat and total acreage)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. (Acknowledged and  
notarized signatures of all record owners of platted property)

XX

**Certificate of Accepting Cash in Lieu of Park Land Dedication**

In as much as the dedication of park land within the platted area of (Name of Subdivision) is undesirable for park and park playground purposes, it is hereby ordered by the Board of County Commissioners, Richland County, that the dedication for park purposes be waived and that cash-in-lieu, to the amount of \_\_\_\_\_ dollars, be accepted in accordance with the provisions of the Montana Subdivision and Platting Act, Title 76, Chapter 3, MCA and the Richland County Subdivision Regulations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_  
(Presiding Officer Board of Sanders County Commissioners)

ATTEST:

\_\_\_\_\_

Clerk and Recorder  
Sanders County, Montana

XX

**Certificate of Examining Land Surveyor – Final Plat**

On behalf of the Governing Body, this document has been examined for errors and omissions in calculations or drafting pursuant to 76-3-611(2)(a), MCA.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
License No.

XX

**Certificate of County Treasurer**

I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes assessed and levied on the land described hereon and encompassed by the proposed (Name of Subdivision) have been paid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Treasurer, Sanders County, Montana

XX

**Certificate of Final Plat Approval – County**

The County Commission of \_\_\_\_\_ County, Montana does hereby certify that it has examined this subdivision plat and having found the same to conform to law, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated to such use, this \_\_\_\_\_ day of \_\_\_\_, 20\_\_ .

\_\_\_\_\_  
Presiding Office

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:

(Seal of County)

\_\_\_\_\_  
(Signature of Clerk and Recorder)  
Sanders County, Montana

XX

**Certificate of Final Plat Approval – City**

The (Council) of the City (Town) of (Name of City or Town), Montana does hereby certify that it has examined this subdivision plat and, having found the same to conform to law, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated to such use, this \_\_\_ day of \_\_\_\_\_, 20\_\_ .

By \_\_\_\_\_  
(Signature of City or Town Clerk)  
Clerk

\_\_\_\_\_  
(Signature of Mayor)  
Mayor

XX

**Certificate of Filing by Clerk and Recorder**

One rectangle boxe shall be provided on the final plat to allow for Clerk & Recorder recording and filing labels.

- ❖ One - two inches height by 4 inches in length

## **7. SUBDIVISION IMPROVEMET AGREEMENT**

### SUBDIVISION IMPROVEMENTS AGREEMENT; GUARANTY

The parties to this Subdivision Improvements Agreement ("this agreement") are \_\_\_\_\_ ("the Developer") and \_\_\_\_\_ ("the County").

WHEREAS, the Developer desires to defer construction of improvements described in Attachment A & estimate herein referred to as "Attachment B";

WHEREAS, the purpose of this Agreement is to protect the County and is not intended for the benefit of contractors, suppliers, laborers or others providing work, services, or materials to the Subdivision, or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants and obligations contained in Agreement are authorized by state law and the County subdivision regulations.

NOW THEREFORE BE IT RESOLVED, The Parties hereby agree as follows:

1. Effective Date: The effective date of this Agreement shall be the date that final subdivision plat approval is granted by the County.
2. Attachments: The Attachments cited herein are hereby made a part of this Agreement.

### DEVELOPER'S OBLIGATIONS

3. Improvements: The Developer shall construct and install, at his own expense, those subdivision improvements listed in Attachment A of this Agreement. The Developer's obligation to complete the improvements shall arise upon approval of the final subdivision plat, shall not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the subdivision, and shall be independent of any obligations of the County contained in this Agreement.

4. Security: To secure the performance of his obligations under this Agreement, the Developer shall deposit with the County on or before the effective date, and Irrevocable Letter of Credit (or other financial security acceptable to the local officials) in the amount of \$\_\_\_\_\_. The letter of credit shall be issued by\_\_\_\_\_, be payable at sight to the County) and bear an expiration date not sooner than 4 years after the effective date of this Agreement. The letter of credit shall be payable to the County at any time upon presentation of (1) a sight draft drawn on the issuing lending institution in the amount up to \$\_\_\_\_\_, (2) a signed statement or affidavit executed by an authorized County) official stating that the Developer is in default under this Agreement; and (3) the original copy of the letter of credit.

5. Standards: The Developer shall construct the required improvements according to the standards and specifications required by the County as specified in Attachment A of this Agreement.

6. Warranty: The Developer warrants that each and every improvement shall be free from defects for a period of 1 year from the date that the County accepts the dedication of the last improvement completed by the Developer.

7. Commencement and Completion Periods: The Developer shall complete all of the required improvements within (2) years from the effective date of this Agreement.

8. Compliance with Law: The Developer shall comply with all relevant laws, ordinances, regulations and requirements in effect at the time of subdivision plat approval when meeting his obligations under this Agreement.

#### COUNTY'S OBLIGATIONS

9. Inspection and Certification: (A) The County shall provide for inspection of the improvements as they are completed and, where found acceptable, shall certify those improvements as complying with the standards and specifications set forth in Attachment A of this Agreement. The inspection and certification shall occur within 14 days of notice by the Developer that the improvements are complete and he desires County inspection and certification. Before requesting County certification of any improvement the Developer shall present to the County valid lien waivers from all persons providing materials or performing work on the improvement. (B) Certification by the County does not constitute a waiver by the County of the right to draw funds under the letter of credit in the event defects in or failure of any improvement is found following the certification.

10. Notice of Defect: The County shall provide timely notice to the Developer whenever inspection reveals that an improvement does not conform to the standards and specifications set forth in Attachment A, or is otherwise defective. The Developer shall have 30 days from the date the notice is issued to remedy the defect. The County may not declare a default under this Agreement during the 30 day remedy period unless the Developer clearly indicates he does not intend to correct the defect. The Developer shall have no right to correct the defect in, or failure of, any improvement found after the County accepts dedication of the improvements.

11. Reduction of Security: After the acceptance of any improvement, the amount that the County is entitled to draw on the letter of credit shall be reduced by an amount equal to 90 percent of the estimated cost of the improvement as shown in Attachment A. At the request of the Developer, the County shall execute a certificate verifying the acceptance of the improvement and waiving its right to draw on the letter of credit to the extent of the amount. Upon the certification of all of the improvements the balance that may be drawn under the credit shall be available to the County for the one year warranty period plus an additional 90 days.

12. Use of Proceeds: The County shall use funds drawn under the letter of credit only for the purposes of completing the improvements or correcting defects in or failure of the improvements.

#### OTHER PROVISIONS

13. Events of Default: The following conditions, occurrences or actions shall constitute a default by the Developer during the completion period:

- a. failure to complete construction of the improvements within 2 years of final subdivision plat approval;
- b. failure to remedy the defective construction of any improvement within the remedy period;
- c. insolvency of the Developer or the filing of a petition for bankruptcy;
- d. foreclosure of the property or assignment or conveyance of the property in lieu of foreclosure.

14. Measure of Damages: The measure of damages for breach of this Agreement shall be the reasonable cost of completing the improvements. For purposes of this Agreement the estimated cost of the improvements as specified in Attachment A shall be prima facie evidence of the minimum cost of completion. However, neither that amount nor the amount of the letter of credit establishes the maximum amount of the Developer's liability. The County shall be entitled to complete all unfinished improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever was commenced.

15. Local Government Rights Upon Default: (A) Upon the occurrence of any event of default, the County may draw on the letter of credit to the extent of the face amount of the credit less the estimated cost (as shown in Attachment A) of all improvements previously certified by the County. The County shall have the right to complete improvements itself or contract with a third party for completion, or the County may assign the proceeds of the letter of credit to a subsequent developer who has acquired the Subdivision and who shall have the same rights of completion as the County if and only if the subsequent developer agrees in writing to complete the unfinished improvements. (B) In addition, the County may suspend final plat approval during which time the Developer shall have no right to sell, transfer or otherwise convey lots or homes within the Subdivision without the express approval of the County or until the improvements are completed and certified by the County.

16. Indemnification: The Developer agrees to indemnify and hold the County harmless for and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work under this Agreement. The Developer is not an employee or agent of the County.

17. Amendment or Modification: The Parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the County and by the Developer.

18. Attorney's Fees: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator or mediator awards relief to both parties, each shall bear its own costs in their entirety.

19. Third Party Rights: No person or entity who is not party to this Agreement shall have any right of action under this Agreement, except that if the County does not exercise its rights within 60 days following an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the County to exercise its rights.

20. Scope: The Agreement constitutes the entire agreement between the parties and no statement, promise or inducement that is not contained in this Agreement shall be binding on the parties.



21. Time: For the purpose of computing the commencement and completion periods, and time periods for County action, times in which war, civil disasters, acts of God or extreme weather conditions occur shall not be included if the events prevent the Developer or the County from performing the obligations under this Agreement.

22. Assigns: The benefits of this Agreement to the Developer may not be assigned without the express written approval of the County. Such approval may not be withheld unreasonable, but any unapproved assignment is void. There is no prohibition on the right of the County to assign its rights under this Agreement.

The County shall release the original Developer's letter of credit if it accepts new security from any developer or lender who obtains the property. However, no action by the County shall constitute a release of the original developer from his liability under this Agreement.

23. Severability: If any part, term or provision of this Agreement is held by the courts to be illegal the illegality shall not affect the validity of any other part, term or provision, and the rights of the parties shall be construed as if the part, term or provision were never part of the Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature of Landowner/Developer

Notary: State of \_\_\_\_\_)  
County of \_\_\_\_\_)

This instrument was signed before me on \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Signature (stamp)

BOARD OF SANDERS COUNTY COMMISSIONERS

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest;

\_\_\_\_\_  
Clerk and Recorder/Assessor DATE

## **8. SUBDIVISION IMPROVEMET AGREEMENT FOR WEED TREATMENT**

The parties to this Subdivision Improvements Agreement ("this agreement") are \_\_\_\_\_ ("the Developer") and Sanders County ("the County").

WHEREAS, the Developer desires to defer treatment of noxious weeds described in Attachment A & estimate herein referred to as "Attachment B";

WHEREAS, the purpose of this Agreement is to protect the County and is not intended for the benefit of contractors, suppliers, laborers or others providing work, services, or materials to the Subdivision, or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants and obligations contained in Agreement are authorized by state law and the County subdivision regulations.

NOW THEREFORE BE IT RESOLVED, The Parties hereby agree as follows:

1. Effective Date: The effective date of this Agreement shall be the date that final subdivision plat approval is granted by the County.
2. Attachments: The Attachments cited herein are hereby made a part of this Agreement.

### DEVELOPER'S OBLIGATIONS

3. Improvements: The Developer shall address, at his own expense, those subdivision improvements listed in Attachment A of this Agreement. The Developer's obligation to complete the improvements shall arise upon approval of the final subdivision plat, shall not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the subdivision, and shall be independent of any obligations of the County contained in this Agreement.

4. Security: To secure the performance of his obligations under this Agreement, the Developer shall deposit with the County on or before the effective date, an acceptable form of financial security to the local officials in the amount of \$\_\_\_\_\_. The cashiers check be payable at sight to the County, and bear an expiration date not sooner than 1 year after the effective date of this Agreement. The cashiers check shall be payable to the County at any time upon presentation of a signed statement or affidavit executed by an authorized County official stating that the Developer is in default under this Agreement.

5. Standards: The Developer shall treat noxious weeds according to the standards and specifications required by the County as specified in Attachment A of this Agreement.

6. Warranty: The Developer warrants that treatment has been effective and that the County has inspected and approved the treatment completed by the Developer.

7. Commencement and Completion Periods: The Developer shall complete all of the required treatments within (1) growing season from the effective date of this Agreement.

8. Compliance with Law: The Developer shall comply with all relevant laws, ordinances, regulations and requirements in effect at the time of subdivision plat approval when meeting his obligations under this Agreement.

#### COUNTY'S OBLIGATIONS

9. Inspection and Certification: (A) The County shall provide for inspection of the noxious weed treatment as it is completed and, where found acceptable, shall certify the treatment as complying with the standards and specifications set forth in Attachment A of this Agreement. The inspection and certification shall occur within 14 days of notice by the Developer that the treatment is complete and he desires County inspection and certification.

10. Notice of Defect: The County shall provide timely notice to the Developer whenever inspection reveals that the treatment does not conform to the standards and specifications set forth in Attachment A, or is otherwise defective. The Developer shall have 30 days from the date the notice is issued to remedy the defect. The County may not declare a default under this Agreement during the 30 day remedy period unless the Developer clearly indicates he does not intend to retreat the noxious weeds.

11. Use of Proceeds: The County shall use funds only for the purposes of completing the treatment of noxious weeds or correcting an ineffective treatment.

#### OTHER PROVISIONS

12. Events of Default: The following conditions, occurrences or actions shall constitute a default by the Developer during the completion period:

- a. failure to complete treatment of noxious within 1 growing season of final subdivision plat approval;
- b. failure to retreat noxious weeds if initial treatment was not accepted by county;
- c. insolvency of the Developer or the filing of a petition for bankruptcy;
- d. foreclosure of the property or assignment or conveyance of the property in lieu of foreclosure.

13. Measure of Damages: The measure of damages for breach of this Agreement shall be the reasonable cost of completing the improvements. For purposes of this Agreement the estimated cost of the treatment of noxious weeds, as specified in Attachment B, shall be prima facie evidence of the minimum cost of completion. However, neither that amount nor the amount of the cashiers check establishes the maximum amount of the Developer's liability. The County shall be entitled to complete all required weed treatment at the time of default

regardless of the extent to which development has taken place in the Subdivision or whether development ever was commenced.

14. Local Government Rights Upon Default: (A) The County shall have the right to complete treatment itself or contract with a third party for completion. (B) In addition, the County may suspend final plat approval during which time the Developer shall have no right to sell, transfer or otherwise convey lots or homes within the Subdivision without the express approval of the County or until the improvements are completed and certified by the County.

15. Indemnification: The Developer agrees to indemnify and hold the County harmless for and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work under this Agreement. The Developer is not an employee or agent of the County.

16. Amendment or Modification: The Parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the County and by the Developer.

17. Attorney's Fees: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator or mediator awards relief to both parties, each shall bear its own costs in their entirety.

18. Third Party Rights: No person or entity who is not party to this Agreement shall have any right of action under this Agreement, except that if the County does not exercise its rights within 60 days following an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the County to exercise its rights.

19. Scope: The Agreement constitutes the entire agreement between the parties and no statement, promise or inducement that is not contained in this Agreement shall be binding on the parties.

20. Time: For the purpose of computing the commencement and completion periods, and time periods for County action, times in which war, civil disasters, acts of God or extreme weather conditions occur shall not be included if the events prevent the Developer or the County from performing the obligations under this Agreement.

21. Assigns: The benefits of this Agreement to the Developer may not be assigned without the express written approval of the County. Such approval may not be withheld unreasonable, but any unapproved assignment is void. There is no prohibition on the right of the County to assign its rights under this Agreement.

The County shall release the amount of the original Developer's security if it accepts new security from any developer or lender who obtains the property. However, no action by the County shall constitute a release of the original developer from his liability under this Agreement.

22. Severability: If any part, term or provision of this Agreement is held by the courts to be illegal the illegality shall not affect the validity of any other part, term or provision, and the rights of the parties shall be construed as if the part, term or provision were never part of the Agreement.



## **9. ACCEPTABLE FORMS OF IMPROVEMENTS GUARANTEES**

The following are acceptable means of guaranteeing subdivision improvements agreements, although others may also be acceptable. The irrevocable letter of credit is often the preferable guaranty because it is usually feasible for a subdivider to secure, and the local government can readily obtain funds to complete the required improvements should the subdivider fail to install the required the improvements. A suggested irrevocable letter of credit and commentary are included. The other common guarantees are also explained below.

The subdivider shall provide one or more of the following financial security guarantees in the amount of 125 percent of the estimated total cost of installing all required improvements.

### **1. Letter of Credit**

Subject to governing body approval, the subdivider shall provide the governing body a letter of credit from a bank or other reputable institution or individual certifying the following:

- a. That the creditor guarantees funds in an amount equal to 125% of the cost, as approved by the governing body, of completing all required improvements.
- b. That if the subdivider fails to complete the specified improvements within the required period, the creditor shall immediately pay to the governing body upon presentation of a sight draft without further action, an amount of cash necessary to finance the completion of those improvements, up to the limit of credit stated in the letter.
- c. That this letter of credit may not be withdrawn, or reduced in amount, until released by the governing body.

### **2. Escrow Account**

The subdivider shall deposit cash, or collateral readily convertible to cash at face value, either with the governing body or in escrow with a bank. The use of collateral other than cash, and the selection of the bank where funds are to be deposited must be approved by the governing body.

Where an escrow account is to be used, the subdivider shall give the governing body an agreement with the bank guaranteeing the following:

- a. That the funds in the escrow account are to be held in trust until released by the governing body and may not be used or pledged by the subdivider as security for any obligation during that period.
- b. That, (should the subdivider fail to complete the required improvements), the bank shall immediately make the funds in escrow available to the governing body for completing these improvements.

### **3. Surety Performance Bond**

The bond must be executed by a surety company authorized to do business in the State of Montana and acceptable as a surety to the governing body and countersigned by a Montana agent. The bond must be payable to the County of\_\_\_\_\_. The bond must be in effect until the completed improvements are accepted by the governing body.

***Comment:***

*Letters of credit may be revocable, so it is important to express that the letter of credit is irrevocable. Because the letter of credit does not incorporate the subdivision improvement agreement, the issuer of the credit cannot raise objections to the demand for payment. If the letter of credit specifies that the local government need only present a signed statement or affidavit that the subdivider is in default, the local government need not present proof of default or signed statements from any other party.*

*Under the letter of credit the local government is committed to use the funds for completion of the improvement.*

*It is important that the expiration date of the letter of credit allows the local government a reasonable amount of time after the improvements completion deadline to inspect the improvements and, if defects are found, prepare proper drafts and present a notice of default to the lending institution.*

*Lending institutions may be reluctant to issue letters of credit to be in force for long periods of time. Typically, improvements can be completed in 18-24 months, and an additional 1 year warranty period is appropriate to allow the local government to monitor for defects or failures. Following the warranty period an additional 90 days is reasonable to give local officials time to submit any drafts and documentation to draw funds, if necessary.*

*A “sight draft” commits the payor to make payment at the time the draft is presented, or on sight. Other types of drafts allow a waiting period or approval before the payor must make the payment.*

**10. IRREVOCABLE LETTER OF CREDIT**

Letter of Credit No. \_\_\_\_\_

Name of Local Government: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Gentlemen:

We hereby establish in your favor our Irrevocable Letter of Credit #\_\_for the account of

\_\_\_\_\_(Subdivider)\_\_\_\_\_, available by your drafts at sight up to an aggregate amount of \$\_\_\_\_\_.

Should

\_\_\_\_\_(Subdivider)\_\_\_\_ default or fail to complete the improvements under the terms specified in the attached subdivision improvements agreement for \_\_\_\_\_(name of subdivision)\_\_\_\_\_ we shall pay on demand your sight draft or drafts for such funds, to the limit of credit set forth herein, as are required to complete said improvements.

All drafts must be presented prior to\_\_\_\_\_ expiration date\_\_\_\_\_ and this Letter of Credit must accompany the final draft for payment. Drafts drawn hereunder must be by sight draft marked:

“Drawn under \_\_\_\_\_(lending institution)\_\_\_\_\_, Letter of Credit #\_\_\_\_\_ dated \_\_\_\_\_(date of Letter of Credit)\_\_\_\_\_,” and the amount drawn endorsed on the reverse hereof by the lending institution.

Unless otherwise stated, this Letter of Credit is subject to the Uniform Customs and Practices for Commercial Documentary Credits (1983 Revision) International Chamber of Commerce. We hereby agree with the drawers, endorsers and bona fide holders of the drafts drawn under and in compliance with the terms of this Credit that these drafts shall be duly honored upon presentation to the drawee.

This letter of credit may not be withdrawn or reduced in any amount prior to its expiration date except by your draft or written release.

\_\_\_\_\_(Lending Institution)\_\_\_\_\_

\_\_\_\_\_(Signature and Title of Official)\_\_\_\_\_



**11. GRANT OF ACCESS EASEMENT**

THIS INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, of \_\_\_\_\_, Montana, hereinafter referred to as the “Grantor”, and (subdivider) \_\_\_\_\_ of \_\_\_\_\_, Montana, hereinafter referred to as the “Grantee.”

THE GRANTOR does hereby give, grant and convey unto the Grantee, its successor and assigns, the right, privilege and authority to construct, reconstruct, maintain, operate, repair, improve, and to travel upon and use, a road and its necessary fixtures and appurtenances through, over, and across a corridor, 60 feet wide, shown on the attached certificate of survey, extending across the following described tract(s) of land:

(legal description of Grantor’s property over which easement is granted)

THIS GRANT of right and authority shall run with the said property and be binding on the Grantor, its successors, all subsequent owners and any parties having right, title, or interest in the said property.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this \_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Grantor

STATE OF MONTANA )  
                                  ) ss.  
County of \_\_\_\_\_)

On this     day of \_\_\_\_\_, 20  , before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this \_\_\_ day of \_\_\_\_\_, 20  .

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

## **12. SAMPLE ROAD MAINTENANCE AGREEMENT**

Return after recording to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **SUBDIVISION**

### **ROAD USE AND MAINTENANCE DECLARATION**

This Declaration is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, hereinafter referred to as "Declarant".

WHEREAS, the DECLARANT is the owner of certain real property that has been divided into Lots as shown on the subdivision plat on file and of record in the office of the Sanders County Clerk and Recorder entitled \_\_\_\_\_, located in Section\_\_ Township\_\_ North, \_\_ Range, Sanders County, Montana, and

WHEREAS, the DECLARANT does hereby give, grant and convey unto all subsequent landowners, their successors and assigns, the right, privilege and authority to construct, reconstruct, maintain, operate, repair, improve, and to travel upon, and across the right of way and access easement(s) shown on the subdivision plat.

WHEREAS, the DECLARANT wishes to subject the real property to requirements for the future maintenance of the internal roadway(s) as shown on the subdivision plat hereinafter set forth, each of which shall inure to the benefit of and pass with the said property, and each and every parcel thereof, and any owner thereof;

NOW THEREFORE, the DECLARANT hereby declares that the real property is and shall be held, transferred, sold and conveyed subject to the following requirements:

1. The roadway within the subdivision shall be maintained in a good and passable condition under all traffic and weather conditions.
2. The costs for maintenance and repair of the roadway shall be divided equally between each lot owner. Each lot owner shall pay its equal share and have one vote per lot, including but not limited to:
  - a. Maintenance and repair of the roadway(s), including snow removal, grading, dust control and other surface maintenance
  - b. Maintenance and repair of the stormwater culverts and drainage features;
  - c. Maintenance and repair of all roadway signage;
  - d. The routine maintenance of the items in a. through c. above shall be performed when the Board of Directors for the \_\_\_\_ Homeowners Association, Inc. or the Landowners in the \_\_\_\_\_ subdivision votes by simple majority to have such maintenance or improvements performed.

- e. Private driveways must be constructed without encumbering the drainage ways adjacent to the roadway, and
- f. Other improvements may be authorized by a vote of at least 75 percent of the lot owners.

**Term:** This declaration shall run with and bind the land in perpetuity. It may be amended at any time by the owners of 75% of all the lots either at a meeting of the Owners or by written ballot mailed to all the Owners or by a combination of votes at a meeting and by written ballot. To be effective the Board of Sanders County Commissioners must approve amendments in writing, and the Amendments must be filed in the Office of the Clerk and Recorder of Sanders County, MT with a document showing the specific amendment made and a certification by that the amendment received the required approval of the landowners.

**Enforcement:** Any Owner and/or the Homeowners Association shall have the right to enforce by any proceeding at law or in equity all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Owner(s) or by the Homeowners Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Delinquent Payments:** In the event payment for any assessment becomes delinquent, the assessment and interest and the cost of collection shall become a continuing lien on the lot.

**Outside Parties:** In the event a party to this agreement subdivides a lot, or in the event outside parties may be required to use the road, the owners of the additional lots shall be subject to this agreement and pay a pro rata share for maintenance and improvements and shall have one vote per lot.

**Severability:** Invalidation of any of these covenants or restriction by judgment or court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand this \_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Declarant

STATE OF MONTANA )

) ss.

County of \_\_\_\_\_)

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Stamp)

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



On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Signature

(stamp)