

SUBDIVISION IMPROVEMENTS AGREEMENT
2nd AMENDED PLAT OF LOT 2-A, BLOCK 2, ZIMMERMAN AC RAGE TRACTS, 2ND
FILING

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City of Billings

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SUBDIVISION IMPROVEMENTS AGREEMENT
2nd Amended Plat of Lot 2-A, Block 2, Zimmerman Acreage Tracts, 2nd Filing

This agreement is made and entered into this ____ day of _____, 20__, by and between Russell Holton whose address for the purpose of this agreement is 547 S. 20th St. W., Billings, MT 59102, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of 2nd Amended Plat of Lot 2-A, Block 2, Zimmerman Acreage Tracts, 2nd Filing, located in the City of Billings, Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on 12th day of June, 2017, the City Council conditionally approved a preliminary plat of the 2nd Amended Plat of Lot 2-A, Block 2, Zimmerman Acreage Tracts, 2nd Filing and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to the 2nd Amended Plat of Lot 2-A, Block 2, Zimmerman Acreage Tracts, 2nd Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

Subdivider does not request any variances from the City of Billings Subdivision Regulations for this subdivision.

II. CONDITIONS THAT RUN WITH THE LAND

A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

- B.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

III. TRANSPORTATION

A. Streets

Loma Vista Drive will be a public street within this subdivision and will be built with a 56' right of way from 46th Street West until the new culdesac which will be built with a 55' foot radius. The street will have 15' radius returns from 46th Street West onto Loma Vista Drive. Loma Vista Drive, from 46th Street West, will be built 34' wide from back of curb to back of curb until entering the culdesac area. The culdesac will be built with a 44 foot radius to back of curb.

Leroy Lane is a platted public street along the south side of this subdivision. No improvements to Leroy Lane will be done with this subdivision. A "Waiver of Right to Protest" will be signed in conjunction with this subdivision which will be binding on future Leroy Lane improvements.

B. Sidewalks

Five foot wide concrete boulevard sidewalks will be placed on both sides of the new Loma Vista Drive and will be constructed by individual lot owners as homes are constructed.

C. Street Lighting

No street lighting is proposed at this time.

D. Access

All access to lots will be from Loma Vista Drive. A one-foot no access strip will be placed along the frontages to 46th St. W and to Leroy Lane within this subdivision.

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

This subdivision is not along the BABTMP and no new trails are proposed with this subdivision. There is a multi use trail on the north side of Rimrock Road, north of this subdivision.

F. Public Transit

This subdivision is less than one mile from the closest MET bus route. It is within the City of Billings where taxi service is available.

IV. EMERGENCY SERVICE

Access is provided to this subdivision from Loma Vista Drive. In addition, fire hydrants will be installed at the required locations as reviewed and approved by the City of Billings, Fire Department. (An existing fire hydrant is located on the east side of 46th Street West directly across from this property and a new fire hydrant will be installed at the west end of the proposed new cul-de-sac.)

Construction of buildings made of combustible Materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as Adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20 feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

This subdivision will comply with the provisions of the Stormwater Management Manual and section 23-706, BMCC, a stormwater management plan shall be submitted and approved by the Engineering Division. The new right of way improvements will surface drain to a detention area on the south side of Loma Vista Drive. Operation and maintenance of the stormwater system, including all appurtenances associated with routing and detention of stormwater, will be the sole responsibility of the Skyridge Estates Homeowners Association.

Discharge fees shall be paid to the Cove Irrigation Company in the amount of \$100.00 per lot per year beginning in 2020.

No structures will be allowed to be constructed within the drainage easements. Fences may be allowed assuming they do not inhibit the function of the stormwater system. Fences within the Cove Irrigation Easement shall be reviewed and approved by the Cove Irrigation Company prior to construction. Any surfacing alterations or landscaping of the stormwater system will be subject to review by the HOA to verify compliance with the Comprehensive Drainage Plan.

VI. UTILITIES

A. Water

A new water main will be extended into this subdivision within the right-of-way of Loma Vista Drive providing water service to proposed Lot 2B2 and Lot 2B3. Lot 2B1 and Lot 2B4 will get their water service from existing services coming out of 46th St. W. An existing water service extending from 46th St. W. to Lot 3B, Zimmerman Acreage Tracts 3rd filing, the lot directly to the west of this subdivision, will be disconnected from the main in 46th St. W. and connected to the new water main located in Loma Vista Drive.

B. Sanitary Sewer

A new sanitary sewer main will be extended into this subdivision within the right-of-way of Loma Vista Drive providing sewer service to Lot 2B2, Lot 2B3, and Lot 2B4. Lot 2B1 will be served from an existing sewer service stubbed out of 46th St. W. Two existing sewer services extending from 46th St. W. to Lot 3B, Zimmerman Acreage Tracts 3rd filing, the lot directly to the west of this subdivision, will be disconnected from the main in 46th St. W. and connected to the new sewer main located in Loma Vista Drive.

C. Power, Telephone, Gas, and Cable Television

As shown on the subdivision plat, there shall be a 8' wide utility easement fronting Loma Vista Drive on each new lot. There is also an 8' wide utility easement along the east boundary line of the lots fronting 46th St. W.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed 2nd Amended Plat of Lot 2-A, Block 2, Zimmerman Acreage Tracts, 2nd Filing, as this is a minor subdivision [MCA 76-3-617(3)(a)].

VIII. IRRIGATION

Cove Ditch is located near the southern lot line of this subdivision. This subdivision does not affect the operation of this ditch. There is an existing easement which can be found in the office of the Yellowstone County Clerk & Recorder under Book 59 Page 298 which described the ditch easement. This easement is shown on the subdivision plat.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report dated June 28, 2015 by Geoscience, PLLP was performed for the underlying lots of this subdivision within the past three years. The geotechnical report can be viewed at the office of EEC located at 720 Lohwest Lane, Billings, MT, 59106, or if a copy is requested, can be mailed to concerned parties.

X. FINANCIAL GUARANTEES

Except as otherwise provided, subdivider shall install and construct said required improvements with cash or by using the mechanics of a special improvement district or private contracts secured by letters of credit or letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XI. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.

- D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

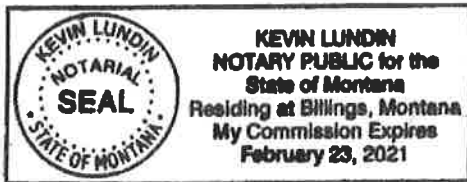
“SUBDIVIDER”


Russell Holton



STATE OF MONTANA)
 : ss
 County of Yellowstone)

On this 28 day of FEBRUARY, 2018, before me, a Notary Public in and for the State of Montana, personally appeared Russell Holton, known to me to be the person, who executed the foregoing instrument and acknowledged to me that he executed the same.




 Notary Public in and for the State of Montana
 Printed Name: KEVIN LUNDIN
 Residing at: Billings
 My commission expires: FEBRUARY 23, 2021

