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SUBDIVISION IMPROVEMENTS AGREEMENT

AMENDED PLAT OF THE EAST 87.5 FEET OF LOT 2, BLOCK 1, ALGEO SUBDIVISION

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SUBDIVISION IMPROVEMENTS AGREEMENT

AMENDED PLAT OF THE EAST 87.5 FEET OF LOT 2, BLOCK 1, ALGEO SUBDIVISION

This agreement is made and entered into this ____ day of _____, 2018, by and between **Maxine P. Allman**, whose address for the purpose of this agreement is 2204 11th St. West, Billings, Montana 59102, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of the Amended Plat of the East 87.5 feet of Lot 2, Block 1, Algeo Subdivision located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning as an expedited plat which was deemed to not require preliminary reviews; 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 Amended Plat of the East 87.5 feet of Lot 2, Block 1, Algeo Subdivision upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of 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

- A. Subdivider has not requested any variances by the City Council from the strict interpretation of the City's Subdivision Regulations.

II. CONDITIONS THAT RUN WITH THE LAND

- A. 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.
- B. 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.

- C. There is attached hereto a Waiver of Right to Protest, 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

This subdivision is bordered on the north by Avenue B and on the East by 8th Street West. Avenue B exists within a 60-foot wide right-of-way. 8th Street West exists within a 87.90 foot right-of-way. No additional dedication is required.

Future street improvements, including street widening, curb, gutter and sidewalks, may be done as part of a larger Special Improvement District (SID) project and a waiver of right to protest the creation of future SID's is being filed with this plat.

B. Sidewalks

There are existing sidewalks along both Avenue B and 8th Street West.

No further sidewalk improvements will be constructed as a part of this subdivision.

C. Street Lighting

Construction or installation of street lights shall not be required at this time, but street lights shall be included in the Waiver for construction in the future.

D. Traffic Control Devices

The existing traffic control devices are adequate. No additional traffic control devices are required at this time. When traffic control device improvements become necessary, they will be covered under the attached Waiver of Right to Protest.

E. Access

Lot 2A shall be accessed via the existing Avenue B which abuts the entire length of the north line of Lot 2A.

Lot 2B shall be accessed via the existing Avenue B which abuts the entire length of the east line of Lot 2B.

F. Heritage Trail Plan

This subdivision is within the boundaries of the Heritage Trail Plan. No improvements are identified or required at this time.

G. Public Transit

No additional public transit service improvements are required.

IV. EMERGENCY SERVICE

This subdivision does not require improvements for emergency service.

V. STORM DRAINAGE

Any further drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, and a stormwater management plan shall be submitted for approval by the Engineering Division.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division or the Heights Water District. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner Acknowledges that the Subdivision shall be subject to the applicable System Development and Franchise Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department, the Montana Department of Environmental Quality and the County Water District of Billings Heights.

A. Water

Both Lot 2A and Lot 2B have an existing service connection to the City of Billings main water line.

B. Sanitary Sewer

Both Lot 2A and Lot 2B have an existing service connection to the City of Billings main sewer line.

C. Power, Telephone and Cable Television

Services to the above-named utilities exist on overhead lines on the south side of this subdivision.

VII. PARKS/OPEN SPACE

There is no parkland requirement for the Amended Plat of the East 87.5 feet of Lot 2, Block 1, Algeo Subdivision, as this subdivision creates only one additional parcel [MCA 76-3-621(3)(d)].

VIII. IRRIGATION

This subdivision is not served by any surface water irrigation system. There are no active irrigation ditches in the area that will be affected by this development.

IX. SOILS/GEOTECHNICAL STUDY

No geotechnical study has been performed on this property at this time. A geotechnical study and report meeting the City's most current requirements may be required at the time of development or redevelopment of either lot.

X. FINANCIAL GUARANTEES

All required improvements will be financially guaranteed or constructed prior to recording of the final plat.

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

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

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

AMENDED PLAT OF THE EAST 87.5 FEET OF LOT 2, BLOCK 1, ALGEO SUBDIVISION

Signed and dated this ____ day of _____, 2018.

Subdivider/Owner

Maxine P. Allman

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 2018, before me, a Notary Public in and for the State of Montana, personally appeared Maxine P. Allman, known to me to be, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

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