

SUBDIVISION IMPROVEMENTS AGREEMENT
Mackenzie Meadows Subdivision, 2nd Filing
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(Yellowstone County)

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SUBDIVISION IMPROVEMENTS AGREEMENT

(Mackenzie Meadows Subdivision, 2nd Filing)

This agreement is made and entered into this ____ day of _____, 20__, by and between (*SAMM LLC.*), whose address for the purpose of this agreement is **225 S 54TH ST W, BILLINGS, MT 59106**, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY, Montana**, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of (*Mackenzie Meadows Subdivision, 2nd Filing*); and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of (*Mackenzie Meadows Subdivision, 2nd Filing*); and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to (*Mackenzie Meadows Subdivision, 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 Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

- Subdivider has requested no variances.

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.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- H. A pipeline easement crosses through Lots 19 through 50 inclusive, Block 2; Lots 2 through 9 inclusive, Block 9. No fences, buildings, sheds, or other permanent structures can be built within this easement.

III. TRANSPORTATION

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

A. Streets

- Abby Road will have an 80' roadway dedication all other internal roads will have 60' roadway dedications.
- All roads will be built to meet current Yellowstone County regulations at time of construction.
- The roadway will be 3" of pavement over 3" of 1 ½ in minus crushed gravel over 12" of 3 in minus pitrun over a compacted subgrade.
- Sidewalks will be on the eastside of Abby Road on Block 2, Lots 1 through 5 inclusive; and Block 4, Lots 6, 7, 8, 9.
- Sidewalks will be included on both sides of Callies Street, Callies Circle, Isabella Street, Isabella Circle, and the part of Bunter Street east of Abby Road.
- A RSID will be created for the maintenance of the road and sidewalks.
- The HOA will function as the Ad Hoc Committee for the RSID's.

B. Traffic Control Devices

- A traffic impact study was performed for the subdivision. The study intersections are expected to operate at an acceptable level of service with and without site generated traffic during existing and future conditions. No intersections or roadway improvements are required to accommodate traffic generated by the subdivision.
- Street name and stop signs for streets within the subdivision, or located immediately adjacent thereto, shall be furnished and installed in accordance with the specifications of the Yellowstone County Public Works Departments and MUTCD.
- Stop signs will be included at the access intersection of Abby Road and Neibauer Road, and at the access intersection of Abby Road and South 56th Street West.
- Stop signs will be included at the intersection of Abby Road and Callies Street, Bunter Street, Hunter Hall Street, and Costello Street.
- No traffic signals are anticipated within this subdivision.
- The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and approved by the Yellowstone County Public Works Department.

C. Access

- Access to the subdivision is provided from Neibauer Road and South 56th Street West, both 60' arterial streets. All new lots will be accessed from the internal streets. No improvements are planned for these roads.
- Abby Road is a Collector street all other internal roads are Local streets. All subdivision roads shall be 24' paved top.
- Lot 3, Block 10 shall have a 60' access easement off Abby Road.
- Lot 2, Block 10, and Lot 1, Block 10 shall have a 44' access easement extended from the 60' easement off Abby Road.
- Lots 6-8, inclusive, Block 10 shall have a 60' access easement off Abby Road.

D. Heritage Trail Plan

- Neibauer Road and South 56th Street West are identified Arterial Bike Routes.
- Abby Road is identified as a primary bikeway. No improvements are planned.
- Along the BBWA is an identified Proposed Multi-Use Trail. This will be a natural trail with a 10' trail easement.
- A trailway is planned along the length of the BBWA through the subdivision. This will be a natural trail with a 10' trail easement.

IV. EMERGENCY SERVICE

- Abby Road will serve as main access to the subdivision with connections to both 56th Street West and Neibauer Road. Both these roads are 60' arterial roads. No improvements are planned at this time.
- Both accesses will be built to Yellowstone County Paved Road specifications. It will include 24' of 3" pavement over 3" of 1 ½ in minus crushed gravel over 12" of 3 in minus pitrun over a compacted subgrade. The roadway will also include 2' graveled shoulders with barrow ditches.
- A 30,000-gallon water storage tank/dry hydrant has been shown on parkland of Block 6 on the north side of Abby Road. It will service the entire subdivision minus Lot 9, Block 9, and Lot 8 Block 10. The Subdivider shall submit the dry hydrant system plans and specifications to the Billings Fire Department for review and approval prior to construction. The dry hydrant system shall be installed by the Subdivider and inspected and approved by the Billings Fire Department. An RSID will be responsible for future maintenance of all public (or common) constructed improvements.
- Lot 9, Block 9, and Lot, 8 Block 10 will be serviced from the dry-hydrant tank located in Conrad Park Subdivision to the north.
- All lots in the subdivision that benefit from the dryhydrant located on the parkland of Block 6 will participate in the maintenance RSID.
- The HOA will function as the Ad Hoc Committee for the RSID.
- All lots in the subdivision that benefit from the Conrad Park Subdivision dry-hydrant will participate in the Conrad Park Subdivision maintenance RSID.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan shall be submitted to and approved by MDEQ, or its designee.

- Intersections shall have storm manholes with infiltration facilities.
- Barrow ditches on all the roads shall convey stormwater to the manholes.

- An RSID shall be created for care and maintenance of the storm facilities.
- The HOA will function as the Ad-Hoc Committee for the RSID.
- The first, second, and third phase stormwater improvements of the Subdivision shall consist of any conveyance, storage, or discharge facility which is an integral part of each phase's drainage system as describe in the Stromwater Management Plan approved by the Montana Department of Environmental Quality. Said improvements shall hereinafter be referred to as the Phase I, II, and III stormwater improvements respectively.
- Maintenance of the stormwater facility shall include the maintenance of all stormwater conveyance, storage, and discharge facilities located within the dedicated rights-of-way, dedicated easements, and parks as indicated on the plat.

VI. UTILITIES

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by they MDEQ, or its designee.

- The subdivision will be serviced by shared water wells.
- Department of Environmental Quality approval letter to be submitted with final plat.
- The water system including the well, pump, valve and all water line leading to the valve will be maintained and controlled by Mackenzie Meadows Water Works.
- All line leading from the valve to the home will be maintained and controlled by the homeowner.
- At time of construction a connection fee will be collected by Mackenzie Meadows Water Works.
- A monthly fee will be collected by Mackenzie Meadows Water Works.

B. Septic System

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all proposed sanitary sewer systems must obtain approval by the MDEQ, or its designee.

- The subdivision will be serviced by 13 multi-user drainfields, and a number of individual drainfields.
- The drainfields and their replacement areas will be located on the northern Parkland areas, and the Parkland areas in Blocks 1, 2, 6.
- Lots 31 through 43 inclusive, Block 2, shall have individual drainfields.
- Sewer lines running through the subdivision shall be in the right-of-way but not beneath the asphalt.
- State Department of Environmental Quality approval letter to be submitted with final plat

- The septic system including the septic tank, valves, sewer mains, drainfields and all associated lines will be maintained and controlled by Mackenzie Meadows Water Works.
- The lines leading from the homes to the septic tanks will be owned and controlled by the homeowners.
- At time of construction a connection fee will be collected by Mackenzie Meadows Water Works.
- A monthly fee will be collected by Mackenzie Meadows Water Works.

C. Power, Telephone, Gas, and Cable Television

- The private utilities shall be installed within the provided easements. 8-foot wide utility easements have been shown on the plat adjacent to all streets within the subdivision per the request of the utility companies

VII. PARKS/OPEN SPACE

- A total of 7.0934 acres is required for parkland in this subdivision 11.500 acres will be provided by park and trail dedications on the subdivision.
- The northern border lots and all other lots housing the multi-user drainfields will be designated parkland. These will be undeveloped natural parklands.
- A trail along the BBWA will also be designated parkland. This will be an undeveloped natural parkland.
- A trail along the western border of Block 1 and Block 2 to connect the BBWA trail to the northern parkland will also be designated parkland. This will be an undeveloped natural parkland.
- Parks and trails improvements will be completed on or before the completion of phase II.
- All parkland will be seeded.
- An RSID will be created for the maintenance of the parkland.
- The HOA will function as the Ad Hoc Committee for the RSID.

VIII. IRRIGATION

- All internal irrigation facilities will be removed during construction. All perimeter irrigation facilities will remain. No water rights will be transferred to the lot owners.

IX. WEED MANAGEMENT

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

- A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan

shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.

- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

X. SOILS/GEOTECHNICAL STUDY

- A geotechnical study is not required for the subdivision.

XI. PHASING OF IMPROVEMENTS

The Subdivider did not desire to commence development of all lots within the subdivision, but does desire to file the approved final plat of Mackenzie Meadows Subdivision, 2nd Filing and to sell and convey lots in said subdivision in phases. In accordance with the foregoing, the Subdivider and County agree as follows:

• PHASE I

The Phase I improvements will be constructed utilizing a private contract prior to final plat approval. The Phase I improvements include the excavation and paving of Abby Road within Mackenzie Meadows Subdivision. All of the portion of Hunter Hall Street within the boundary of Phase 1 shall be paved. The portion of Jessica Street within the boundary of Phase 1 shall be paved. The portion of Micks Street within the boundary of Phase 1 shall be paved. The portion of Bunter Street within the boundary of Phase 1 shall be paved. The portion of Colter Street within the boundary of Phase 1 shall be paved. All construction activities for the roads in Phase I will be restricted to using Abby Road as their access to the subdivision

The Subdivider and County agreed that the final plat may be filed, but the Subdivider will construct and/or provide monetary guarantee as outlined herein for Phase I improvements. The Phase I improvements referred to herein will be installed using a private contract, secured by an irrevocable letter of credit. The letter of credit will be in place prior to recording the final plat or commencement of the private contract. As used herein, the lots to be served by Phase I are more particularly described as follows:

Lots 5 through 29, inclusive, Block 1; Lots 1 through 19, inclusive, Block 6; Lots 1 through 16 inclusive, Block 7; Lots 1 through 16 inclusive, Block 8; Lots 1 through 16 Block 9; Lots 1 through 8, inclusive, Block 10, all in Mackenzie Meadows Subdivision in

Yellowstone County, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (100 lots total).

• **PHASE II**

Phase II will begin at or before April 1, 2020. The Phase II improvements include the paving of the portions of Bunter Street, Callies Street, and Costello Street that fall within the boundaries of Phase II. All construction activities for the roads in Phase II will be restricted to using Abby Road as their access to the subdivision. This will be stated in the construction documents and approved by the Yellowstone County Public Works Department. This restriction will be enforced by the engineer.

The Subdivider has not yet installed the Phase II improvements. The Subdivider agreed not to sell or convey any lots in the subdivision to be served by the Phase II improvements, and the Subdivider further acknowledges that no construction on lots within Phase II will begin until the private contract is executed for the construction and installation of the public improvements to serve said lots, and to provide necessary access and traffic circulation for the traffic generated by those lots. As used herein, the lots to be served by the said Phase II are more particularly described as follows:

Lots 1 through 5 inclusive, Lots 36 through 51 inclusive, Block 2; Lots 6 through 9, inclusive, Block 4; Lots 1 through 9, inclusive, Block 5, all in Mackenzie Meadows Subdivision, 2nd Filing in Yellowstone County, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (34 lots total).

• **PHASE III**

Phase III shall begin at or before April 1, 2022. The Phase III improvements include the paving of the portions of Callies Street, Callies Circle, Bunter Street, Isabella Street, and Isabella Circle that fall within the boundaries of Phase III. All construction activities for the roads in Phase III will be restricted to using Abby Road as their access to the subdivision. This will be stated in the construction documents and approved by the Yellowstone County Public Works Department. This restriction will be enforced by the engineer.

The Subdivider has not yet installed the Phase III improvements. The Subdivider agreed not to sell or convey any lots in the subdivision to be served by the Phase III improvements, and the Subdivider further acknowledges that no construction on lots within Phase III will begin until the private contract is executed for the construction and installation of the public improvements to serve said lots, and to provide necessary access and traffic

circulation for the traffic generated by those lots. As used herein, the lots to be served by the said Phase III are more particularly described as follows:

Lots 6 through 19 inclusive, Lots 20 through 35 inclusive, Block 2; Lots 1 through 13, inclusive, Block 3; Lots 1 through 5, inclusive, Lot 10, Block 4, all in Mackenzie Meadows Subdivision, 2nd Filing in Yellowstone County, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (49 lots total).

Pursuant to the foregoing agreement, the Subdivider has executed and recorded a Declaration of Restriction on Transfers and Conveyances for said Phase II, and III lots (attached hereto) to be recorded concurrently with the recording of this agreement. Said Declaration notifies all third parties that said lots may not be legally sold, conveyed, or transferred until a release executed by Yellowstone County and substantially in the form of Exhibit A attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate substantially in the form of Exhibit B attached hereto has been executed by the Department of Public Works stating that the above conditions have been met, which certificate must accompany any request for a release. By the acceptance and recording of the agreement, the County does hereby authorize the Department of Public Works, County Commissioners, and Clerk and Recorder to review any request for release and to execute such certificates and releases as may be necessary to evidence a release from the restriction against sale, conveyance, and transfer of lots in the subdivision. The release of each phase will go through a public hearing before release can be completed.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

(In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee

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

“SUBDIVIDER”

Samm LLC

By: _____

Its: _____

STATE OF MONTANA)

: ss

County of Yellowstone)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of *Samm LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

**DECLARATION OF RESTRICTION ON TRANSFERS AND
CONVEYANCES**

MACKENZIE MEADOWS SUBDIVISION, 2ND FILING

THIS DECLARATION is made this ____ day of _____, _____, by
_____ hereinafter referred to as "Declarant,"

WITNESSETH

WHEREAS, the Declarant is the owner of all of the lots in Mackenzie Meadows Subdivision, 2nd Filing situated in Section 28, Township 1N, Range 25E, PMM., Yellowstone County Montana, hereinafter referred to as the "Subdivision"; and

WHEREAS, in connection with the filing of the plat for the Subdivision, the Declarant executed that certain Subdivision Improvements Agreement dated the ____ day of _____, _____ to Yellowstone County, which Agreement contains restrictions against the sale, conveyance or transfer of certain lots in the Subdivision until such time as the private contract has been executed providing for the installation and construction of required public improvements; and

WHEREAS, in order to move fully evidence the restriction against sale, conveyance, or transfer and to give third parties notice of such restrictions, the Declarant desires to execute and record this Declaration of Restrictions.

NOW, THEREFORE, in consideration of these premises, the Declarant, for itself and its successors and assigns, does hereby declare:

1. Except as hereinafter provided, the Declarant does hereby agree and declare that the following described lots shall not be sold, transferred, or conveyed to any third party unless and until a release has been executed and recorded in accordance with the provision hereinafter appearing:

Phase II:

Lots 1 through 5 inclusive, Lots 36 through 51 inclusive, Block 2; Lots 6 through 9, inclusive, Block 4; Lots 1 through 9, inclusive, Block 5, all in Mackenzie Meadows Subdivision, 2nd Filing in Yellowstone County, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (34 lots total).

Phase III:

Lots 6 through 19 inclusive, Lots 20 through 35 inclusive, Block 2; Lots 1 through 13, inclusive, Block 3; Lots 1 through 5, inclusive, Lot 10,

Block 4, all in Mackenzie Meadows Subdivision, 2nd Filing in Yellowstone County, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (49 lots total).

2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer, or conveyance of the above-described lots until such time as the private contract has been executed and necessary funding guarantees provided, as the case may be, providing for the construction and installation of those public improvements required under the above Subdivision Improvements Agreement which by reference thereto is hereby incorporated herein as though fully set forth at this point. It is anticipated, however, that the Declarant will develop Mackenzie Meadows 2nd Subdivision, in distinct phases, upon providing for the installation and construction of the public improvement necessary to serve the particular phase. In that regard a release of some but not all of the above described lots may be executed and recorded from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the lots described in said release shall be deemed canceled and terminated, and of no further force and effect.
3. Upon compliance with the requirements for a private contract specified above, a release for the lot or lots affected thereby shall be executed and recorded by Yellowstone County, pursuant to the provisions contained in the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence to all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance, or transfer of said lot has been removed.
4. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE OR TRANSFER, AND OF THE TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT YELLOWSTONE COUNTY MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.
5. The terms, conditions, and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarant to (a) sell, convey, and transfer all of the above-described lots, all of the lots in one phase, or those lots remaining subject to the terms of this Declaration, as one unit or group,

Return to:
BlueLine Engineering
2110 Overland Avenue, Suite 119B
Billings, MT 59102

EXHIBIT B

RELEASE

Mackenzie Meadows Subdivision, 2nd Filing

THIS RELEASE is made this _____ day of _____, 20____, by the undersigned, **SAMM, LLC**, and **YELLOWSTONE COUNTY**, a municipal corporation.

WHEREAS, the hereinafter described real property is subject to that certain Declaration of Restriction on Transfers and Conveyances (the "Declaration") dated, _____, 20____, and recorded _____, 20____, under Document No. _____, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, said real property is also subject to the terms of that certain Subdivision Improvements Agreement by and between the undersigned dated _____, 20____, and recorded _____, 20____, under Document No. _____, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, in accordance with the provisions of said Subdivision Improvements Agreement and the Declaration, a private contract has been executed and necessary funding guarantees have been provided, as the case may be, providing for the installation and construction of all required public improvements to serve the hereinafter described real property.

NOW, THEREFORE, in consideration of these premises, the undersigned do hereby declare and agree that all restrictions and conditions contained in said Declaration are hereby released and discharged, and shall be of no further force and effect, as the same relate to the following real property situated in Yellowstone County, Montana:

Return to:
BlueLine Engineering
2110 Overland Avenue, Suite 119B
Billings, MT 59102

CERTIFICATE

Mackenzie Meadows Subdivision, 2ND FILING

The undersigned, the duly authorized representative of the Department of Public Works, Yellowstone County, Montana, does hereby certify that a private contract has been executed and necessary funding guarantees have been provided to construct and install the public improvements required to serve the following described property in Yellowstone County, Montana:

Lot(s) _____

, all in Mackenzie Meadows Subdivision 2nd Filing in Yellowstone County, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____ (____ lots total).

This certificate is being executed to show compliance with the terms of that certain Subdivision Improvements Agreement dated this ___ day of _____, 20___, by and between Samm, LLC and Yellowstone County, and that certain Declaration of Restriction on Transfers and Conveyances, dated this ___ day of _____, 20___, covering Mackenzie Meadows Subdivision, 2nd Filing, and to provide the basis for the execution and recording of a release from the terms of said Declaration pursuant to the terms of said Agreements.

Dated this ___ day of _____, 2018.

DEPARTMENT OF PUBLIC WORKS
YELLOWSTONE COUNTY, MONTANA

By: _____

Title: _____