

**SUBDIVISION IMPROVEMENTS AGREEMENT
& WAIVER OF RIGHT TO PROTEST FUTURE
SPECIAL IMPROVEMENT DISTRICTS**

**Lake Hills Subdivision 25th Filing Amended Plat
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City of Billings**

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Lake Hills Subdivision 25th Filing Amended Plat

This agreement is made and entered into this ____ day of _____, 201__, by and between **Canal Vista, LLC**, whose address for the purpose of this agreement is **ADDRESS**, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, the plat of *Lake Hills Subdivision 25th Filing Amended Plat*, 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 ____ day of _____, 20__, the City Council conditionally approved a preliminary plat of *Lake Hills Subdivision 25th Filing Amended Plat*; 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 *Lake Hills Subdivision 25th Filing Amended Plat* 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

1. Subdivider has requested no variances.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

- A. Lot owner will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.
- B. Lot owner 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.

- C. Lot owner 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. (If a geotechnical study was done for this subdivision, insert specific information and recommendations for that study here, instead)
- D. No water rights have been transferred to the lot owner. 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.
- E. 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

No public right-of-ways, paving, sidewalks, street lighting, traffic control devices, or curb and gutter are proposed for this subdivision. The proposed subdivision is not part of the BBTMP.

Access to the single lot is provided via either Lake Heights Drive or Ditton Drive. As only a single lot is proposed, public transit access is not provided for the Subdivision.

IV. EMERGENCY SERVICE

The existing access provided by Ditton Drive and Lake Heights Drive to the edge of the property will act as emergency access to the edges of the property. No additional access is proposed.

V. STORM DRAINAGE

No facilities are to be constructed on the proposed single lot. As such, no storm drainage is proposed. Storm drainage will remain as has historically taken place on the property.

VI. UTILITIES

This subdivision consists of a single lot and there is no proposal to build on the single lot so utilities are not proposed.

VII. PARKS/OPEN SPACE

The parkland dedication for the proposed subdivision was met previously during the Lake Hills Subdivision 25th Filing.

VIII. IRRIGATION

Irrigation is not proposed for the vacant lot. Irrigation facilities and water rights or agreements do not currently exist for this lot.

IX. SOILS/GEOTECHNICAL STUDY

No facilities are proposed for the vacant lot. As such, a geotechnical study is not included.

X. FINANCIAL GUARANTEES

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

XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

- 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. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefits of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- 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.

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 _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

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

