

SUBDIVISION IMPROVEMENTS AGREEMENT

AMENDED PLAT OF LOTS 1 AND 2, BLOCK 3, TERRA WEST SUBDIVISION, 3RD FILING

This agreement is made and entered into this ____ day of _____, 20__, by and between Marlene E. Grimm (3116 Solar Blvd, Billings, MT), Daniel Joseph Kohm and Karen L. Kohm (3112 Solar Blvd, Billings, MT), and Keith L. Burrowes, Beverly A. Burrowes and Lynnette M. Burrowes, as Trustees of the Burrowes Family 1995 Living Trust (3120 Solar Blvd, Billings, MT), hereinafter referred to as “Subdivider,” and City of Billings, Montana, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, the plat of AMENDED PLAT OF LOTS 1 AND 2, BLOCK 3, TERRA WEST SUBDIVISION, 3RD FILING, located in 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 of Billings, conditionally approved a preliminary plat of AMENDED PLAT OF LOTS 1 AND 2, BLOCK 3, TERRA WEST SUBDIVISION, 3RD 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 AMENDED PLAT OF LOTS 1 AND 2, BLOCK 3, TERRA WEST SUBDIVISION, 3RD 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 Regulations, the rules, regulations, policies, and resolutions of 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 requested and has been approved: City Zoning Variance #1308, Project Number: PZ-20-53 for lot size. No other variances are requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR THE LOT PURCHASERS

A. 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.

B. 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.

C. 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.

D. 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.

III. TRANSPORTATION

A. All Streets, Sidewalks, Traffic Control Devices and individual lot access approaches are constructed for this subdivision.

B. Billings Area Bikeways and Trail Master Plan (BABTMP)
Subdivision is not affected by the BABTMP

IV. EMERGENCY SERVICE

Emergency access to this subdivision is existing. Fire hydrants are installed throughout the parent subdivision in accordance with City specifications.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval at the time of development.

VI. UTILITIES

A. Water

City Water connections are existent for each lot in this subdivision.

B. Septic System

City of Billings Sanitary sewer connections are existent for each lot in this subdivision.

C. Power, Telephone, Gas, and Cable Television

Power, Telephone, Gas and Cable Television are existent for each lot in this subdivision.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed Amended Plat of Lots 1 and 2, Block 3, Terra West Subdivision, 3rd Filing, as this is a minor subdivision [MCA 76-3-617(3) (a)].

VIII. IRRIGATION

No irrigation facilities are located within this subdivision

IX. WEED MANAGEMENT

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

X. SOILS/GEOTECHNICAL STUDY

All residential house are built within this subdivision

XI. PHASING OF IMPROVEMENTS (include if applicable)

No phasing of improvements are necessary for this subdivision.

XII. FINANCIAL GUARANTEES

No public improvements are necessary for this subdivision

XIII. LEGAL PROVISIONS

IX. 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 run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees 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” Marlene E. Grimm, Unit #3116, Villas on the Park

State of Montana)
 :SS
County of Yellowstone)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Marlene E. Grimm, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public for the State of Montana

Printed Name of Notary
Residing at _____
My Commission expires _____

“SUBDIVIDER” Daniel Joseph Kohm and Karen L. Kohm, Unit #3112, Villas on the Park

State of Montana)
 :SS
County of Yellowstone)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Daniel Joseph Kohm and Karen L. Kohm, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public for the State of Montana

Printed Name of Notary
Residing at _____
My Commission expires _____

“SUBDIVIDER” TRUSTEES OF THE BURROWES FAMILY 1995 LIVING TRUST
Keith L. Burrowes, Trustee, Beverly A. Burrowes, Trustee, Lynnette M. Burrowes, Trustee,
Unit #3120, Villas on the Park

State of Montana)
 :SS
County of Yellowstone)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Keith L. Burrowes, Beverly A. Burrowes and Lynnette M. Burrowes, as Trustees of the Burrowes Family 1995 Living Trust, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public for the State of Montana

Printed Name of Notary
Residing at _____
My Commission expires _____

“CITY”
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

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: _____

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 districts 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 LOTS 1 AND 2, BLOCK 3, TERRA WEST SUBDIVISION,
3RD FILING

“SUBDIVIDER” Marlene E. Grimm, Unit #3116, Villas on the Park

State of Montana)
 :SS
County of Yellowstone)

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Notary Public for the State of Montana

Printed Name of Notary
Residing at _____
My Commission expires _____

“SUBDIVIDER” Daniel Joseph Kohm and Karen L. Kohm, Unit #3112, Villas on the Park

State of Montana)
 :ss
County of Yellowstone)

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Notary Public for the State of Montana

Printed Name of Notary
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My Commission expires _____

“SUBDIVIDER” TRUSTEES OF THE BURROWES FAMILY 1995 LIVING TRUST
Keith L. Burrowes, Trustee, Beverly A. Burrowes, Trustee, Lynnette M. Burrowes, Trustee,
Unit #3120, Villas on the Park

State of Montana)
 :ss
County of Yellowstone)

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Notary Public for the State of Montana

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