

**SUBDIVISION IMPROVEMENTS AGREEMENT
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL
IMPROVEMENT DISTRICTS
AMENDED PLAT OF LEGACY SUBDIVISION
CITY OF BILLINGS
Table of Contents**

I.	VARIANCES	3
II.	PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS	3
III.	TRANSPORTATION	3
	A. Streets.....	3
	B. Sidewalks	4
	C. Street Lighting	4
	D. Traffic Control Devices	4
	E. Access	4
	F. Billings Area Bikeway and Trail Master Plan (BABTMP).....	4
	G. Public Transit.....	4
IV.	EMERGENCY SERVICES	4
V.	STORM DRAINAGE	5
VI.	UTILITIES	5
	A. Water	5
	B. Sanitary Sewer.....	5
	C. Power, Telephone, Gas, and Cable Television.....	5
VII.	PARKS/OPEN SPACE	5
VIII.	IRRIGATION.....	5
IX.	SOILS/GEOTECHNICAL STUDY	6
X.	PHASING OF IMPROVEMENTS	6
XI.	FINANCIAL GUARANTEES.....	6
XII.	LEGAL PROVISIONS APPLYING TO SUBDIVIDER.....	6

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

AMENDED PLAT OF LEGACY SUBDIVISION

This agreement is made and entered into this ____ day of _____, 20__, by and between **LEGACY LLC**, whose address for the purpose of this agreement is **353 Old Hays Road, POB 470, Hays, MT 59527**, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, the plat of Amended Plat of Legacy Subdivision, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of Amended Plat of Legacy Subdivision; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the City Council conditionally approved a preliminary plat of Amended Plat of Legacy Subdivision; 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 Legacy 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

Subdivider has requested no variances.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

- A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.
- B.** 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.
- C.** 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.
- D.** 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.
- 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 rights-of-way, paving, sidewalks, street lighting, traffic control devices, or curb and gutter are to be installed with this Subdivision.

- Access to the single lot is provided via either 52nd Street West, Rich Lane, or Camp Lane. As the Subdivision is only one lot, public transit is not provided with this Subdivision.
- Camp Lane and Rich Lane have public Right-of-Way within the one lot vacated as part of this Subdivision.

B. Sidewalks

- No sidewalks are to be constructed with this Subdivision.

C. Street Lighting

- No street lighting is to be constructed with this Subdivision. However, street lighting is included in the Waiver of Right to Protest.

D. Traffic Control Devices

- No traffic signals are anticipated within this Subdivision but are included in the Waiver of Right to Protest.

E. Access

- Access to the single lot is provided via either 52nd Street West, Beringer Way, or Dovetail Avenue.

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

- This Subdivision is located within the jurisdiction of the BABTMP but there are no trails proposed within this Subdivision.

G. Public Transit

- This Subdivision does not require improvements to ensure public transit service. The nearest public transit stop is at the intersection of Shiloh Road and Broadwater and Shiloh Road and Grand Avenue.

IV. EMERGENCY SERVICES

- Emergency service access to the Subdivision will be provided to the edge of the Subdivision via Beringer Way, Dovetail Avenue, and 52nd Street West, all of which were constructed as part of Private Contract Number P-752 improvements. No additional access is to be installed with this Subdivision.

V. STORM DRAINAGE

- No facilities are to be constructed with this Subdivision. Storm drainage will remain as has historically taken place on the property.

VI. UTILITIES

- The Subdivision consists of a single lot and there are no utilities to be installed with this Subdivision.

A. Water

- No water lines are to be installed with this Subdivision.

B. Sanitary Sewer

- No additional sewer lines are to be installed with this Subdivision.
- There are two (2) existing sewer manholes and sanitary mains within the property and have an easement as part of the vacation of public right-of-way per 7-14-4115, M.C.A.

C. Power, Telephone, Gas, and Cable Television

- No new private utilities are to be installed with this Subdivision.

VII. PARKS/OPEN SPACE

- There is no parkland dedication with this Subdivision. The parkland requirements were previously met by Legacy Subdivision.

VIII. IRRIGATION

- The lateral supply ditch running north-south through the property is piped as part of Private Contract Number P-752 and no additional improvements are required. All irrigation rights associated with this property shall be terminated and no longer transferred to any properties undergoing residential development.

- An existing 60-foot Right-of-Way granted to Big Ditch is located along the northern edge of the Amended Plat of Legacy Subdivision.

IX. SOILS/GEOTECHNICAL STUDY

- No facilities are to be constructed with this Subdivision. As such, a geotechnical study is not included.

X. PHASING OF IMPROVEMENTS

- No improvements are to be installed with this Subdivision. As such, no phasing is required.

XI. FINANCIAL GUARANTEES

- Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract 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 private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

- A. Subdivider agrees to guarantee all public improvements for a period of two years 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.

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: _____

