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WWC Engineering
550 S. 24th St. W. Ste. 201
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT
& WAIVER OF RIGHT TO PROTEST FURTURE SPECIAL
IMPROVEMENT DISTRICTS
AMENDED PLAT OF LEGACY SUBDIVISION, Being a Vacation of Lots 6
through 9 inclusive of Block 2, Lots 1 through 10 inclusive of Block 3, Lots 2
through 4 inclusive of Block 4, Lots 2 through 8 inclusive of Block 5, The entirety
of Will Way, and portions of Rich Lane and Camp Lane
CITY OF BILLINGS
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**SUBDIVISION IMPROVEMENTS AGREEMENT
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL
IMPROVEMENT DISTRICTS**

**AMENDED PLAT OF LEGACY SUBDIVISION, Being a Vacation of
Lots 6 through 9 inclusive of Block 2, Lots 1 through 10 inclusive of
Block 3, Lots 2 through 4 inclusive of Block 4, Lots 2 through 8 inclusive
of Block 5, The entirety of Will Way, and portions of Rich Lane and
Camp Lane**

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, Being a Vacation of Lots 6 through 9 inclusive of Block 2, Lots 1 through 10 inclusive of Block 3, Lots 2 through 4 inclusive of Block 4, Lots 2 through 8 inclusive of Block 5, The entirety of Will Way, and portions of Rich Lane and Camp Lane, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on 11th day of July, 2022, the City Council conditionally approved a preliminary plat of Amended Plat of Legacy Subdivision, Being a Vacation of Lots 6 through 9 inclusive of Block 2, Lots 1 through 10 inclusive of Block 3, Lots 2 through 4 inclusive of Block 4, Lots 2 through 8 inclusive of Block 5, The entirety of Will Way, and portions of Rich Lane and Camp Lane; 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, Being a Vacation of Lots 6 through 9 inclusive of Block 2, Lots 1 through 10 inclusive of Block 3, Lots 2 through 4 inclusive of Block 4, Lots 2 through 8 inclusive of Block 5, The entirety of Will Way, and portions of Rich Lane and Camp Lane 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, Being a Vacation of Lots 6 through 9 inclusive of Block 2, Lots 1 through 10 inclusive of Block 3, Lots 2 through 4 inclusive of Block 4, Lots 2 through 8 inclusive of Block 5, The entirety of Will Way, and portions of Rich Lane and Camp Lane.

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.

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

“SUBDIVIDER”

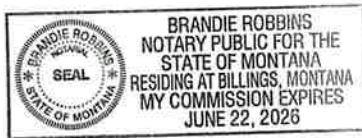
LEGACY LLC

By: [Signature]

Title: Manager

STATE OF MONTANA)
 : ss
County of)

On this 24 day of February, 2023 before me, a Notary Public in and for the State of Montana, personally appeared Doug Wild, known to me to be the manager of LEGACY LLC, who executed the foregoing instrument and acknowledged to me that he/she executed the same.



[Signature]
Notary Public in and for the State of Montana
Printed Name: Brandie Robbins
Residing at: Billings, Montana
My commission expires: June 22, 2026

This agreement is hereby approved and accepted by the City of Billings, this ___ day of _____, 20__.

“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

FUTURE SPECIAL IMPROVEMENT DISTRICTS

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 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.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

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

Amended Plat of Legacy Subdivision, Being a Vacation of Lots 6 through 9 inclusive of Block 2, Lots 1 through 10 inclusive of Block 3, Lots 2 through 4 inclusive of Block 4, Lots 2 through 8 inclusive of Block 5, The entirety of Will Way, and portions of Rich Lane and Camp Lane.

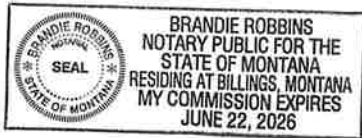
Signed and dated this 24 day of Feb, 20 23.

Legacy LLC



STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 24 day of February, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Pouya Wild, known to me to be the manager, of LEGACY LLC, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.



Brandie Robbins
Notary Public in and for the State of Montana
Printed Name: Brandie Robbins
Residing at: Billings, Montana
My commission expires: June 22, 2026