

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT
& WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS
RESIDENTIAL MANUFACTURED HOME DEVELOPMENT
GOLDEN MEADOWS SUBDIVISION EXPANSION**

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This Agreement is made and entered into this ____ day of _____, 20__, by and between **GOLDEN MEADOWS II, LLC**, whose address for the purpose of this Agreement is 51 W CENTER ST SUITE 600, OREM, UT 84057-4605 hereinafter referred to as “Subdivider” or “Developer,” and the **CITY OF BILLINGS**, Montana, a municipal corporation, hereinafter referred to as “City.”

WITNESSETH:

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

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the City Council conditionally approved a preliminary plan of Golden Meadows Subdivision Expansion; and

WHEREAS, a Subdivision Improvements Agreement (SIA) is required by the City prior to the approval of the final plan; and

WHEREAS, the provisions of this Agreement shall be effective and applicable to Golden Meadows Subdivision Expansion upon the filing of the final plan 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

The Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City of Billings Subdivision Regulations (Section 23.1101, BMCC):

1. None requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT OWNER/OWNERS

- 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 owners 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 of the soil characteristics within the area of the subdivision as details in the Geotechnical Report by Rimrock Engineering dated January 10, 2023.
- 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 that may be created by the City to finance the costs of the off-site public improvements pursuant to the terms of this Agreement. The Waiver will be filed with the plat, shall run with the land, and may be employed when public improvements that benefit this subdivision are required or requested. 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.

- F.** The developer and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- G.** Lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

All internal access roads within the subdivision will be private and shall be designed to provide access to all sites. No site shall have vehicular access to a public street. The streets shall be laid out to discourage through traffic and intersections with public streets shall be kept at a minimum. Streets shall be designed and built to meet current City Standards.

B. Sidewalks

Sidewalks on the internal private streets shall be installed at the time of subdivision development and shall be borne by the Subdivider. The sidewalk shall consist of a 5-foot-wide boulevard type sidewalk on both sides of each private street and the Subdivider will install accessible ramps at intersections.

C. Street Lighting

Street light installation within the internal private streets is at the discretion of the Subdivider. If constructed, streetlights on private streets within Golden Meadows Expansion Subdivision shall be owned, operated and maintained through the owner, Golden Meadows II LLC.

D. Traffic Control Devices

Traffic signage, and striping shall be installed in accordance with the Traffic Impact Study. The timing, extent, and level of participation in those improvements shall be in accordance with approval by the City of Billings.

Directional signage and traffic control devices required throughout the subdivision shall be installed by Subdivider at time of lot development. All traffic control devices will be designed in accordance with the Manual on Uniform Traffic Control Devices and shall be subject to review and approval by the City Traffic Engineer.

A traffic accessibility study has been completed for The Meadows subdivision Expansion. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense. The percent of traffic contributions to the following intersections shall be in accordance with the traffic accessibility study:

Monad Road & 32nd Street West	2.58%
King Avenue & 32nd Street West	5.33%
32nd Street West & Gabel Road	6.23%

The cash contributions shall be based on the percent of traffic contributions to the intersections based on the total cost of an intersection as determined by Engineering for the year in which the contribution is made. The cash contribution shall be made prior to final plat approval.

E. Access

Location of accesses shall be in accordance with the Traffic Impact Study. Access to Golden Meadows Expansion shall be via the extension westward of Willow Bend Subdivision. Willow Bend Drive N., Willow Bend Drive S., and Wakefield Drive. A new street Little Flower Way will be created to connect to Woodgrain Drive and Willow Bend Drive N.

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

East of the proposed subdivision, along South 32nd Street West, there is a proposed bike lane as part of the Billings Area Bikeway and Train Master Plan.

G. Public Transit

Strong internal street circulation and interconnectivity is provided in the development plan for Golden Meadows Expansion Subdivision. This will, in turn, provide sidewalks for pedestrians to access public transit routes within this development. Adjoining developments, Golden Meadows Subdivision and Willow Bend Subdivision do not have sidewalks. No other specific public transit provisions are proposed at this time.

IV. EMERGENCY SERVICE

Two points of access are provided to this subdivision from South 32nd Street West. In addition, private fire hydrants will be installed at the required locations as reviewed and approved by the City of Billings Fire Department. This shall include fire hydrants spaced at a distance no greater than five hundred feet along private streets. At the time of development, a Site Development Plan shall be submitted to the City of Billings Fire Department in sufficient detail to verify compliance with all required emergency ingress, egress, and circulation requirements. All the private fire hydrants shall be owned, operated and maintained through the mechanism of a Homeowners Association (HOA).

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrants in place to allow for fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as Adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-feet-wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC except as modified herein and shall be in accordance with the stormwater management plan to be submitted to and accepted by the Engineering Division. All storm drainage improvements shall be considered a private installation and shall be operated and maintained under a Homeowners Association (HOA) Stormwater Facility Maintenance Agreement between the Subdivider and the City.

Stormwater on site will be conveyed to the collection system via surface flows on the private streets and through a network of catch basins, inlets, and piping which will convey runoff to the pond on the adjoining property to the west and to an underground infiltration basin located in the southeast corner of the development. Discharges directly tied to these drains shall be terminated with an acceptable outfall structure, water quality treatment unit, and back flow prevention device.

VI. UTILITIES

This Subdivision Improvements Agreement does not constitute an approval for extension or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department - Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Subdivider acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time a building permit is issued for new construction.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

All extensions of water and sewer mains and services shall be considered private installations and shall be operated and maintained under separate private party agreements.

A. Water

The private development accesses City of Billings water from South 32nd Street West. Water serving Golden Meadows Expansion will be from the extension of a private water mains on Willow Bend Dr. South and Willow Bend Dr. North. The private water mains will be constructed in private streets to serve each manufactured home unit in this subdivision.

B. Sanitary Sewer

The City of Billings has provided a sanitary sewer connection from South 32nd Street West to the private development. The developer extended a sanitary sewer main from that connection point through the Willow Bend private development.

For this development, the developer will extend an existing private sewer main near Willow Bend Dr. North and Willow Bend Dr. South. The new private sewer main will occur within internal private streets to serve each manufactured home unit in this subdivision.

C. Power, Telephone, Gas, and Cable Television

Private utilities shall be coordinated prior to construction to serve the development. Said utilities will serve the development in private utility easements at locations either shown on the face of the plat or in areas determined at the time of development.

VII. PARKS/OPEN SPACE

Per Section 76-3-621 of the Montana Code Annotated, Park dedication will be made through private park development for residents in the community. The park space totals 3.27 acres; this exceeds the required 11% of 3.11 acres. The current plan includes park space in the southeast, southwest, and northwest corners of the property. The total net area of residential development for this subdivision is 28.3 acres.

Park space will be owned and maintained by the owner, Golden Meadows II LLC.

VIII. IRRIGATION

The BBWA Canal, located south of the Golden Meadows Expansion Subdivision is not intended to be impacted by development. A SWPPP will be submitted by the Contractor detailing the efforts to protect the BBWA Canal during construction. Boulevards will be irrigated via drip systems.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was completed for this development by Rimrock Engineering on January 10, 2023. Refer to the Geotechnical Report for results of the study and construction recommendations.

X. PHASING OF IMPROVEMENTS

The intent is to permit the entirety of Golden Meadows Expansion at once, then install the water, sewer, and street improvements for Phase 1. Storm improvements for Phase 1 and the outfall will be completed during Phase 1 construction. After those improvements are complete, residential manufactured homes will be brought in and occupied. Following occupation of Phase 1, construction for Phase 2 will begin. Financial guarantees for the remainder of the improvements will be coordinated with the City of Billings.

The Developer shall make a cash contribution to the City of Billings for the prescribed System Development Fees. Contributions shall be made prior to approval of site development.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct all required on-site improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by bond, 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 Montana Department of Environmental Quality (MDEQ), the City Engineer and the Utility Department Manager.

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

- A. Subdivider agrees to guarantee all public water and sewer improvements for a period of two years from the date of final acceptance by the City of Billings. This guarantee shall not apply to any failure or defect caused by changes in design, construction or materials required by the City.
- 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, 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”

GOLDEN MEADOWS II, LLC

By: _____

Title: _____

STATE OF MONTANA)
 : ss
County of)

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 **GOLDEN MEADOWS II, 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: _____

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 that is the subject of this waiver is more particularly described as follows:

Golden Meadows Subdivision Expansion

Signed and dated this ___ day of _____, 20__

SUBDIVIDER/OWNER

GOLDEN MEADOWS II, 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 **GOLDEN MEADOWS II, LLC** who executed the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana

Printed Name: _____

Residing at: _____

My commission expires: _____