

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

Broso Valley Park Subdivision, Second Filing

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(City of Billings)

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

Broso Valley Park Subdivision, Second Filing

This agreement is made and entered into this ____ day of _____, 20__, by and between *Harts Basin Ranch Corp.*, whose address for the purpose of this agreement is **254 Upper Prairie Dog Road, Banner, Wyoming, 82832**, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, the plat of *Broso Valley Park Subdivision, 2nd Filing*, 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 _____, 2024, the City Council conditionally approved a preliminary plat of *Broso Valley Park Subdivision, 2nd 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 *Broso Valley Park Subdivision, 2nd 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 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, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City’s Subdivision Regulations (Section 23.1101, BMCC):

1. No variances are requested as part of this Subdivision.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

- A.** 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.
- F.** The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- G.** Individual 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.
- H.** Lot owners are made aware of the prior Subdivisions Improvement Agreements filed in conjunction with the original Broso Valley Park Subdivision and subsequent amendments thereto. Requirements and provisions of prior Subdivision Improvement Agreements for the underlying land shall remain in effect.

- I. Lot owners are made aware of the Declarations of Covenants, Conditions, Restrictions, and Reciprocal Easements filed in conjunction with the original Broso Valley Park Subdivision and subsequent amendments thereto. Requirements and provisions of prior Declarations of Covenants, Conditions, Restrictions, and Reciprocal Easements for the underlying land shall remain in effect.

III. TRANSPORTATION

A. Streets

- No public street improvements are necessary for the Subdivision. Private drive aisles with reciprocal access and use between Lots 1 and 2 of Broso Valley Park Subdivision, 2nd Filing, are as depicted on the face of the plat.

B. Sidewalks

- Public sidewalks have previously been constructed along Majestic Lane.

C. Street Lighting

- No street lighting is proposed for the development; however, street lighting is included in the waiver of right to protest.

D. Traffic Control Devices

- It is not anticipated additional traffic control devices will be necessary as part of constructing improvements related to the Subdivision. It is agreed that at the time of lot development, each lot will be required to conduct a Traffic Impact Study should the proposed development exceed the trip generation threshold as put forth by the City of Billings Engineering Department or Municipal Code.

E. Access

- The Subdivision will be accessed via the approximate 60-foot wide frontage on Majestic Lane, with both Lots 1 and 2 sharing a common driveway to access each lot.

F. Billings Area Bikeway and Trail Master Plan

- No segment of the Bikeway and Trail Master Plan is located in the Subdivision.

G. Public Transit

- Met Transit provides service to the City of Billings. No improvements are required to ensure public transit service.

IV. EMERGENCY SERVICE

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire

suppression requirements. Prior to the 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 the 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 twenty (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.
- All internal roads and hydrants shall be maintained in accordance to the currently adopted fire code requirements of the City of Billings.

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 lot development.
- Lot development shall not impede or hinder the overall subdivision stormwater plan for Broso Valley Park Subdivision or subsequent amendments.

VI. UTILITIES

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

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.

A. Water

Lot 1 and 2 will be provided with water service from the existing 12” water main located in Majestic Lane. Each lot will be served by their own

individual water service line. Private fire hydrants will be installed according to the City of Billings Public Works Department and Fire Department based on final development plan.

B. Sanitary Sewer

Lot 1 and 2 will be provided with sewer service from the existing 12” sewer line located in Majestic Lane. Each lot will be served by their own individual sewer service line unless the City Public Works Department approves of extending a public main within a 20’ public utility easement dedicated to the City of Billings from which individual services to each lot will be connected.

C. Power, Telephone, Gas, and Cable Television

- Power, telephone, gas, and cable television lines already existing within the public right-of-way. Appropriate utility lines will be provided across the Subdivision lots for service to the proposed development.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed Subdivision, as this is a minor subdivision [MCA 76-3-621(3)(a)].

VIII. IRRIGATION

No irrigation rights, infrastructure, or amenities are affected by the Subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical investigation shall be provided as part of a building permit application for any new structure/s within the Subdivision.

X. PHASING OF IMPROVEMENTS

Phasing of the Subdivision is not proposed.

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.** Prior agreements contained within Broso Valley Park Subdivision agreements, including those Declarations of Covenants, Conditions, Restrictions, and Reciprocal Easements, remain in effect for subject properties.

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: _____

