

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

Grove Ventures Subdivision
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CITY OF BILLINGS

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

Grove Ventures Subdivision

This agreement is made and entered into this ____day of __, 2024, by and between Jim Moiser, Managing Partner of GV Prickett, LLC, whose address for the purpose of this agreement is **2027 Harper Avenue, Hermosa Beach, CA 90254**, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on ___day of ____, 2024, the Board of Planning recommended conditional approval of a preliminary plat of Grove Ventures Subdivision; and

WHEREAS, at a regular meeting conducted on ___day of ____, 2024, the City Council conditionally approved a preliminary plat of Grove Ventures 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 the Grove Ventures 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

A. No variances are being requested for this subdivision.

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 home construction. 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 of soil characteristics if proposing to construct any new facilities on the lots. All permitted structures within city limits are required by the City of Billings to obtain and follow a geotechnical report prior to construction.
- C. 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.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvements district 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.
- E. The Subdivider and subsequent contractors/builders acknowledge that a Stormwater Pollution and Prevention Plan (SWPPP) are required to be 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 Association with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- F. 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.

III. TRANSPORTATION

Streets

- Rights-of-way widths of 60-feet for Prickett Lane and the Eastern 20-feet of Florine Lane have already been dedicated in previous amendments. Additionally, we will

be dedicating the Western 20-feet of Florine Lane along the property in this subdivision

- Prickett Lane and Florine Lane require asphalt widening and addition of curb and gutter adjacent to the property. Addition of these items by only this project is infeasible as storm drainage would not be able to be collected by the City of Billings storm system. The Developer has agreed to a waiver of right to protest the formation of an SID that may be used in the future for purposes of constructing the street and curb and gutter and assessing this property proportionally.
- No construction within the right-of-way is planned as part of this subdivision.

Sidewalks

- Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of home construction and shall be included in each building permit.
- Sidewalks shall be 5-foot wide with a 5-foot boulevard planting strip between the sidewalk and the curb. The sidewalk will not be constructed at this time as no additional sidewalks exist for continuity. Developer has agreed to a waiver of right to protest the formation of an SID that may be used in the future for purposes of constructing the sidewalk and assessing this property proportionally.

Street Lighting

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

Traffic Control Devices

- Traffic control devices are not required for this subdivision but are included in the waiver of right to protest.

Access

- Access to the lots will be from Prickett Lane and Florine Lane.

Billings Area Bikeway and Trails Master Plan (BABTMP)

- This subdivision is located within the jurisdiction of the BABTMP, but no trail corridors are identified within this subdivision area.

Public Transit

- This subdivision does not require improvements to ensure public transit service. The nearest transit stop is at the intersection of Central Avenue and Moore Lane.

IV. EMERGENCY SERVICE

The Billings Fire Department currently provides fire protection for the subdivision.

At the time of future lot development construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to meet 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 twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence 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 apparatus access and water supply.

V. STORM DRAINAGE

No changes will be made to the storm drainage on the property or adjacent to it as part of this subdivision. If at a future time additional units or a revised layout of the property is to be permitted, improvements will be required to comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of that development.

VI. UTILITIES

Water and sewer services are provided to the manufacture homes and individual residence separately and will not be changed as part of this subdivision. No new water or sewer mains or services are to be installed.

Power, Telephone, Gas, and Cable Television

Private utility facilities (power, natural gas, telephone, and cable) were previously installed servicing the manufactured homes and individual residence.

VII. PARKS/OPEN SPACE

There is no parkland requirement for this subdivision.

VIII. IRRIGATION

No irrigation ditch, field laterals, or irrigation easements exist in this subdivision.

IX. SOILS/GEOTECHNICAL STUDY

No new facilities are proposed with this subdivision and a geotechnical study has not been completed. Currently all permitted structures within city limits are required by the City of Billings to obtain and follow a geotechnical report prior to construction. If any new facilities or structures are to be constructed at the site, a geotechnical report will be required.

X. PHASING OF IMPROVEMENTS

There are no intended phasing improvements.

XI. FINANCIAL GUARANTEES

No improvements are to be constructed as part of this subdivision excepting those that may be implemented by the City of Billings by use of the attached Waiver of Right to Protest the formation of a Future Special Improvement District.

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 and 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”

Grove Venture

Managing Partner, Jim Moiser

STATE OF MONTANA)

: ss

County of Yellowstone)

On this ___ day of _____, 2024, before me, a Notary Public in and for the State of Montana, personally appeared Jim Moiser, Managing Partner for GV Prickett, LLC, known to me to 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 _____, 2024.

“CITY”
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)

: ss

County of Yellowstone)

On this ___ day of _____, 2024, 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: _____

Notary Public in and for the State of Montana

Printed name: _____

Residing at: _____

My commission expires: _____