

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

**Amended Plat of Lot 2-A, Block 1 of Zeiler Subdivision
City of Billings, Montana
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SUBDIVISION IMPROVEMENTS AGREEMENT

Amended Plat of Lot 2-A, Block 1 of Zeiler Subdivision

This agreement is made and entered into this _____ day of _____, 2025, by and between **SLH Industrial, LLC**, whose address for the purpose of this agreement is 1819 W. Olive Ave. Burbank, CA 91506-2435, 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 _____, 2025, the City Council conditionally approved a preliminary plat Amended Plat of Lot 2-A, Block 1 of Zeiler 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 Lot 2-A, Block 1 of Zeiler 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 requested.

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.
- 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.

III. TRANSPORTATION

A. Streets

No street improvements are required or proposed for this project. The two lots will be accessed via the existing approaches off Mullowney Lane.

B. Sidewalks

Sidewalks were recently installed with the City of Billings Project “W.O. 22-07 Mullowney Lane Improvements.” No additional sidewalk improvements are proposed.

C. Street Lighting

There is no street lighting required or proposed for the subdivision; however, street lighting is included in the waiver of right to protest.

D. Traffic Control Devices

No traffic control devices are required or proposed for this project.

E. Access

Legal access to the subdivision is provided via City of Billings public right-of-way off Mullowney Lane.

F. Billings Area Bikeway and Trail Master Plan

This subdivision is within the Billings Area Bikeway and Trail Master Plan study area.

The plan shows a shared use path along Mullowney Lane, the east boundary of the subdivision. The multi-use trail along Mullowney Lane has been included in the City of Billings Project “W.O. 22-07 Mullowney Lane Improvements”.

G. Public Transit

No public transit improvements are required or proposed for this subdivision.

H. Traffic

A traffic impact study was completed for the adjacent Howard-Billings Industrial Subdivision. An update to this study will be necessary if the development of either lot exceeds 500 ADT, as required by the City.

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.

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 development.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of 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 – Distribution and Collection Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. 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 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

Domestic water service to the two lots will be provided by the 2” water service lines installed with the City of Billings Project “W.O. 22-07 Mallowney Lane Improvements.”

B. Sanitary Sewer

Sanitary sewer service to the two lots will be provided by the 6” sewer service lines installed with the City of Billings Project “W.O. 22-07 Mallowney Lane Improvements.”

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines (where said utilities are available and existing to subdivision) shall be installed prior to street paving.

The Subdivider shall install private utilities within private utility easements where possible. Extension of private utilities into each lot shall be the responsibility of the individual lot owners. The location of all such off-site facilities within the existing public rights-of-way shall be subject to approval of the City Public Works Department and shall be installed underground. The Subdivider shall coordinate installation with the various utility companies.

VII. PARKS/OPEN SPACE

There is no parkland requirement for the proposed Amended Plat of Lot 2-A, Block 1 of Zeiler Subdivision, as this is a non-residential subdivision [MCA 76-3-621(3)(b)].

VIII. IRRIGATION

There are no irrigation ditches on or adjacent to this property.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical investigation was conducted in October 2022 by Rahwide Engineering, Inc. for the adjacent Billings Howard Industrial Subdivision. No specific construction restrictions or required mitigation efforts are needed for the utility and surface improvements.

Site specific geotechnical investigations will be required upon development of the lots.

X. FINANCIAL GUARANTEES

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

XI. LEGAL PROVISIONS APPLYING TO THE 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 of transferee's 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" SLC

By: _____

Title: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 2025, before me, a Notary Public in and for the State of Montana, personally appeared _____,

known to me to be the _____ of (Subdivider), 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 _____, 202__.

“CITY”
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 202__, before me, a Notary Public in and for the State of Montana, personally appeared _____, 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 he/she 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: _____