

Return to:
Buffalo Crossing LLC
c/o Doug Wild
1655 Shiloh Road, Suite C
Billings, MT 59106

**SUBDIVISION IMPROVEMENTS AGREEMENT
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL
IMPROVEMENT DISTRICTS
Amended Plat of Buffalo Crossing Subdivision
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(City of Billings)**

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

Amended Plat of Buffalo Crossing Subdivision

This agreement is made and entered into this 5th day of MAY, 2025 by and between *Buffalo Crossing, LLC* whose address for the purpose of this agreement is **353 Old Hays Road, 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 Buffalo Crossing Subdivision (the Subdivision), located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; 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 Buffalo Crossing 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

1. No variances 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.
- H.** Due to the potential flood waters from the Cove Creek Drainage, the main finish floor of each house is recommended to be a minimum of 18 inches above the top of curb elevation in the front of each lot.
- I.** For the Lot owners of the Northernmost apartments in Lot 1, Block 3, the finished floor elevation will be at least 3331.58', which is 18" above the top back of curb.

III. TRANSPORTATION

A. Streets

1. Street Construction

There shall be no new street construction required with this Subdivision.

2. Roads and Access

The Subdivision will be accessed from Little River Loop North, Little River Loop East, and Little River Loop South which were constructed with private contract P-793 for Buffalo Crossing Subdivision.

3. Rights-of-way

There are no rights-of-ways being dedicated with this Subdivision.

4. Street Construction, Widening, Multi-use Trail and Sidewalks

There is no street or sidewalk construction required to be completed with this Subdivision.

B. Street Lighting

Construction or installation of streetlights shall not be required at this time. If streetlights are installed, a street light maintenance district will be formed for the entire Subdivision to accommodate maintenance of streetlights. Streetlights and the associated maintenance district shall be included in the waiver of right to protest.

C. Traffic Control Devices

No traffic signals are required with this Subdivision.

D. Billings Area Bikeway and Trail Master Plan

The Subdivision does not have proposed future bikeway or trails included within the 2017 Update of the Bikeway + Trails Master Plan Update. A pathway connection in the Subdivision was completed with private contract P-793 for Buffalo Crossing Subdivision.

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 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.

- Storm Drain. The Subdivider will manage storm drainage within Subdivision in accordance with the City of Billings Stormwater Management Manual (2018). A single storm pond is provided on Lot 1, Block 9 of Buffalo Crossing Subdivision for the management of all stormwater to meet City requirements.
- The Subdivider acknowledges that there exists the potential for ditches and drains to overtop during rain events, resulting in flooding to adjacent properties. The locations and rate of overtopping is unknown; however, the Subdivider shall account for this potential when subdividing, constructing homes or businesses and shall use flood proofing or establish elevations and grading plans accordingly to mitigate flooding. The degree of improvements required will depend on the character of the adjacent ditch and drain and the location of development along the ditch and drain.
- In addition, the Subdivider acknowledges that there exists the potential for adjacent ditches and drains to leak contributing to seasonally high groundwater conditions within the Subdivision; seasonal high groundwater will need to be accommodated in the design of stormwater management facilities and in building construction.

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 an 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 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 water and sanitary sewer System Development Fee (SDF) in effect at the time each individual building permit is issued. The SDF is attached to and paid for with each building permit.

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

An 8-inch water main has been installed within Little River Loop North, Little River Loop East, and Little River Loop South with private contract P-793 for Buffalo Crossing Subdivision.

B. Sanitary

An 8-inch sanitary sewer main was constructed on 60th Street West to connect to the sanitary main located within Grand Avenue. The gravity sanitary sewer was constructed adjacent to this Subdivision as part of private contract P-793 and no further main improvements are required.

C. Power, Telephone, Gas, and Cable Television

The telephone, gas, electrical power, and cable television lines have been installed in designated easements outside of the right-of-way.

VII. PARKS/OPEN SPACE

The parkland dedication was included with Buffalo Crossing Subdivision. Therefore, parkland dedication is not required with this Subdivision.

VIII. IRRIGATION

With the development of the Subdivision, the Subdivider and City agree that the irrigation ditch currently running along the north side of the property shall be perpetuated and an easement was provided as part of the Buffalo Crossing Subdivision previously. Any improvements to the ditch shall be permitted and approved by the ditch owner. All irrigation rights or ditch shares associated with this property shall be terminated and no longer transferred to any property undergoing residential development.

IX. SOILS/GEOTECHNICAL STUDY

A preliminary geotechnical analysis was completed for Buffalo Crossing Subdivision. Therefore, a geotechnical analysis is not required with this Subdivision.

X. FINANCIAL GUARANTEES

There are no improvements required with this Subdivision. Therefore, there is no financial guarantees necessary.

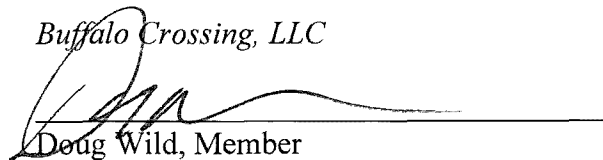
XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

- 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”

Buffalo Crossing, LLC



Doug Wild, Member

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 incident to the above which the City of Billings may require.

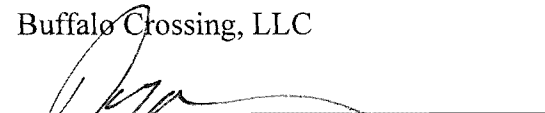
This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office 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 Buffalo Crossing Subdivision

Signed and dated this 5th day of MAY, 2025


Buffalo Crossing, LLC



Doug Wild, Member

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 5th day of MAY, 2025 before me, a Notary Public in and for the State of Montana, personally appeared Doug Wild, known to me to be a Member of *Buffalo Crossing, 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: AARON M. REDLAND
Residing at: BILLINGS, MT
My commission expires: DEC. 20, 2028

