

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

***Srite Acres Subdivision, Amended Lot 2A***

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(City of Billings)**

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

**Srite Acres Subdivision, Amended Lot 2A**

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between *Srite Acres Subdivision, Amended Lot 2A* whose address for the purpose of this agreement is \_\_\_\_\_, hereinafter referred to collectively as “Subdivider,” and **CITY OF BILLINGS**, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, at a regular meeting conducted on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, the City Council conditionally approved a preliminary plat of *Srite Acres Subdivision, Amended Lot 2A*; 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 *Srite Acres Subdivision, Amended Lot 2A* 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 requested

**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.

- B.** 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.
- C.** No water rights have been transferred to the lot owners; No irrigation ditches or drains exist on the perimeter of this development.
- D.** 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.
- E.** 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.
- 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**

#### **A. Streets**

- Poly Drive is located on the northern side of the subdivision and is classified as a collector street. The road is an existing asphalt road within an existing 60-foot wide right-of-way easement.
- Rosewyn Lane, platted Rosewyn Avenue, is located on the eastern side of the subdivision and is classified as a residential street. The road is an existing asphalt road with varied rights-of-way sizing.

- No improvements are proposed at this time but are included in the waiver of right to protest.

**B. Sidewalks**

- No sidewalk improvements are proposed at this time but are included in the waiver of right to protest.

**C. Street Lighting**

- As this subdivision is considered a residential subdivision, street lighting is required; street lighting will not be installed at this time however, it is included in the waiver of right to protest.

**D. Traffic Control Devices**

- No traffic control devices are required.

**E. Access**

- All access to the newly created lots have existing access from the following public street, Rosewyn Lane.
- Dimensions shown on the Plat of Srite Acres Subdivision are based on current survey data.

**F. Billings Area Bikeway and Trail Master Plan**

- There are no proposed trail improvements associated with the Srite Acres Subdivision as the subdivision does not fall within the designated Billings Area Bikeway and Trail Master Plan.
- No improvements are required at this time but are included in the waiver of right to protest.

**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.
- No concerns for the Srite Acres Subdivision have been raised during communication with Jaime Fender, Billings Fire Marshal as of September 18, 2025.
- The above requirements do not alter or affect 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 – 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 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**

- The subdivision will be served by an existing 12-inch water main located in Rosewyn Lane.
- No improvements are proposed at this time but are included in the waiver of right to protest.

**B. Sanitary Sewer**

- The subdivision will be served by an existing 30-inch sanitary sewer main located adjacent to the northern property line.
- No improvements are proposed but are included in the waiver of right to protest.

**C. Power, Telephone, Gas, and Cable Television**

- Existing telephone, gas, electrical power, and cable television lines run along Poly Drive and Rosewyn Lane.

**VII. PARKS/OPEN SPACE**

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

**VIII. IRRIGATION**

No irrigation facilities are within or adjacent to the Subdivision.

**IX. SOILS/GEOTECHNICAL STUDY**

A geotechnical study is not required by the Yellowstone County Subdivision Regulations as part of this plat. 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 limitation for proposed construction on the lots, which may require a geotechnical survey prior to construction.

**X. PHASING OF IMPROVEMENTS**

No phasing improvements are required for the subdivision as no public improvements are required or proposed at this time.

**XI. FINANCIAL GUARANTEES**

No financials guarantees are required for the subdivision as no public improvements are required or proposed at this time.

**XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER**

- A.** Subdivider agrees to guarantee all public improvements for a period of two (2) 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.



**Waiver of Right to Protest**  
**FUTURE SPECIAL IMPROVEMENTS 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 is more particularly described as follows:

**Srite Acres Subdivision, Amended Lot 2A**

Signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“SUBDIVIDER” (Jerry Allen)

\_\_\_\_\_  
Jerry Allen

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, Jerry Allen, known to me to the Subdivider, who executed the foregoing instrument and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Montana