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**SUBDIVISION IMPROVEMENTS AGREEMENT
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL
IMPROVEMENT
SHILOH FLATS SUBDIVISION
CITY OF BILLINGS
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**SUBDIVISION IMPROVEMENTS AGREEMENT
& WAIVER OF RIGHT TO PROTEST FUTURE
SPECIAL IMPROVEMENT DISTRICTS
SHILOH FLATS SUBDIVISION**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **LARSON FAMILY PROPERTIES LLC**, whose address for the purpose of this agreement is P.O. Box 80647, Billings, Montana 59108, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Montana, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, the plat of Shiloh Flats Subdivision, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning and Community Services Department; and

WHEREAS, at a regular meeting held on the ____ day of _____, 20____, the City Council approved, subject to certain conditions, a preliminary plat of Shiloh Flats Subdivision, and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to approval of the final plat; and

WHEREAS, the provisions of this agreement shall be effective and applicable to the plat of Shiloh Flats Subdivision, upon 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 requests no variances.

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 five 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 geo-technical 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.** Lot owners should be aware that a site-specific geotechnical investigation and report was completed for the property in June 2026 by Rimrock Engineering, Inc. A copy of the entire geotechnical report is available for review at the City Building and/or Planning Division offices.
- G.** Lot owners should be aware that the United States Postal Service mail delivery will be made only to centralized delivery locations. Subdivider shall install the mailboxes within the private contract. Three existing residential properties exist west of the development on Summer Lane. New mailbox provisions shall be provided for the existing adjacent properties west of the subdivision.
- H.** Lot owners should be aware that agricultural activities could be present on surrounding properties. Any impacts associated with agricultural activities and any issue arising therefrom is the responsibility of the lot owners.
- I.** Lot owners should be aware that ZooMontana is located in proximity to this development. Out of respect for the zoo's longstanding presence in the area, lot owners are encouraged to coordinate with zoo representatives regarding construction and development activities that may generate loud noises, bright lights, or other disturbances near the shared boundary.
- J.** The developer and subsequent contractors/builders acknowledge that there must be a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMLLC and the Billings Stormwater Management Manual.
- K.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined

within Section 28-201, BMLLC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

All internal access roads and site improvements within the subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, the *Stormwater Management Manual*, and other applicable City codes, rules, and regulations.

1. Subdivider will enter into a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

Zoo Drive shall be a minimum of 39 feet wide from back of curb to back of curb within a 70-foot public right-of-way with a center median extending west from its intersection with Shiloh Road to the intersection with Flatiron Street.

Flatiron Street north of Zoo Drive (currently Bears Way) shall be, at minimum, 34 feet wide from back of curb to back of curb within a minimum 56-foot public right-of-way.

Flatiron Street, south of Zoo Drive, and Shiloh Flats Way shall be within 60-foot-wide perpetual right-of-way easements. Flatiron Street, south of Zoo Drive, shall have a combination of parallel and angled parking along its length and have a minimum 22-foot-wide, two-way, drive aisle. Shiloh Flats Way shall be 39-feet-wide from back of curb to back of curb.

All streets shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, subdivision regulations, and Uniform Zoning Code.

B. Sidewalks

An existing 10-foot-wide asphalt multi-use path is present along the Shiloh Road frontage of the subdivision along with required accessibility ramps at the Zoo Drive intersection. New accessibility ramps at the new approach for Shiloh Flats Way shall be installed by private contract.

Accessibility ramps will be constructed at the intersection of Zoo Drive with Flatiron Street and at the intersection of Flatiron Street and Shiloh Flats Way, which shall be installed by private contract. Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction. Future sidewalks shall be constructed with five-foot-wide boulevard sidewalks on both sides of Zoo Drive and Shiloh Flats Way. Future sidewalks along Flatiron Street shall be constructed in accordance with the filed Codes, Covenant, and Restricts development criteria. All sidewalks have a minimum unobstructed width of five feet.

C. Street Lighting

Street lighting is required for this subdivision along Zoo Drive, Flatiron Street, and Shiloh Flats Way. It is anticipated that street lighting will be installed by private contract. A Street Light Maintenance District will be created for operation and maintenance of the lighting at a future date and is included in the waiver of right to protest.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction. All traffic control devices shall be subject to review and approval by the City Engineering office.

All off-site contributions and improvements shall be paid as required by the Traffic Impact Study (TIS) before Shiloh Flats Subdivision final plat approval.

A traffic impact study has been completed for Shiloh Flats Subdivision. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdividers expense. The percentage of traffic contributions to the following shall be in accordance with the traffic accessibility study.

Hesper Road & Shiloh Road	6.54%
Shiloh Road & Zoo Drive	33.67%
Shiloh Road & Pierce Parkway	7.92%
Shiloh Road & Neibauer Road	2.28%
Wise Lane & South Frontage Road	1.32%
Wise Lane & MT-302	0.92%
Hesper Road & Gabel Road	4.17%
Gabel Road & Zoo Drive	5.38%
Zoo Drive & I-90 WB Ramps	3.33%
Zoo Drive & I-90 EB Ramps	5.58%
Zoo Drive & South Frontage Road	4.00%
Zoo Drive & Canyon Creek Road	3.88%

The cash contributions shall be based on the percentage of traffic contributions to the intersections on the total cost of an intersection as determined by Engineering for the year in which the contribution is made. The cash contribution shall be made prior to final plat approval.

E. Access

Access will be provided for the subdivision by constructing Zoo Drive west of Shiloh Road along the subdivision frontage. This street connection will access Shiloh Road via an existing roundabout. A center median shall be installed on Zoo Drive that extends west of the intersection with Shiloh Road to the intersection of Flatiron Street. The median and intersection designs shall be approved by the City Engineering office. One (1) right-in/right-out approach (each), to Zoo Drive, is allowed near the common lot line of Lots 1 and 2 of Block 1 and for Lot 1 of Block 2. These approaches must be a minimum of 250 feet west of the Shiloh Road right-of-way boundary (as measured along the center line of Zoo Drive).

A second subdivision access will be a private road, Shiloh Flats Way, with right in/right out access to Shiloh Road restricted by an

existing median. Shiloh Flats Way is to be located approximately 620 feet south of the centerline of the Shiloh Road and Zoo Drive roundabout. Approaches from Shiloh Flats Way must be a minimum of 150 feet west of the Shiloh Road right-of-way boundary as measured along the center line of Shiloh Flats Way.

An existing 30-foot-wide access road easement is present along the south property line for Summer Lane that currently provides unrestricted access to Shiloh Road. The easement is to remain in place west of Flatiron Street to allow continued access from westerly properties through the subdivision to Shiloh Road. Portions of the easement for Summer Lane are to be vacated between Flatiron Street and Shiloh Road. The Summer Lane access to Shiloh Road is to be removed.

No-access strips are provided on the plat for the entirety of Shiloh Road with exception of the Zoo Drive and Shiloh Flats Way access locations. No-access strips are also extended on Zoo Drive 250 feet and Shiloh Flats Way 150 feet west from the Shiloh Road right-of-way line, respectively.

F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan identifies Shiloh Road, adjacent to the site, as an arterial bikeway. An existing 10-foot-wide multi-use path is constructed on the west side of Shiloh Road along the subdivision frontage. No additional multi-use pathways are identified within the subdivision.

G. Public Transit

The 23 South Westend bus route passes by the subdivision on Shiloh Road. No improvements with regard to MET Transit stops are required.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from Zoo Drive and Shiloh Flats Way intersections from Shiloh Road. Fire hydrants shall be provided at each street intersection, and at intermediate locations as required by the City of Billings Fire Department. Appropriate turnarounds will be located on any dead-end street in excess of 150 feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) 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 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 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 affect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

- A.** The storm drainage system for Shiloh Flats Subdivision will consist of curb and gutter surface collection and curb inlets that drain into storm drainage piping, as well as surface conveyance. The storm drain piping will discharge into a stormwater storage facility located within a stormwater easement on Lot 3, Block 1 at the southeast corner of the subdivision. Stormwater will be discharged from the subdivision at rates not to exceed that of pre-development rates through the historic outfall to the existing drainage ditch on the east side of Shiloh Road, ultimately discharging to Canyon Creek. All drainage improvements shall comply with the provisions of the City of Billings *Stormwater Management Manual* and Chapter 28, BMLLC.
- B.** The stormwater detention area is located on Lot 3, Block 1, which will be owned and maintained by the Subdivider or a property owner's association (POA) established for this subdivision. The proposed stormwater quality treatment device and associated

improvements are to be privately owned and maintained by the Subdivider or POA.

- C. The elevation of buildings must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18 inches in the gutter flowline of adjacent streets during the major storm. Flatiron Street is designed to have storefronts lining the street, built in close proximity to the roadway. Establishing a finish floor elevation 18 inches above the gutter flowline may be infeasible in this area. The approved subdivision Comprehensive Drainage Plan shall provide minimum finish floor elevations for buildings along Flatiron Street to protect them from the major storm event.
- D. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices include stormwater onsite detention and discharge from individual lots to the storm drain in the subdivision at a pumped discharge with a pro-rated rate in cubic foot per second (cfs) per acre and delayed from the start of the storm event. The pro-rated discharge rate per acre and pump delay shall be in accordance with the approved subdivision Comprehensive Drainage Plan. Best Management Practices are defined within Chapter 28, BMLLC and detailed in the *City of Billings Stormwater Management Manual*.
- E. Lot owners and/or developers of properties to the west should be aware that Best Management Practices for stormwater control shall be required for any construction and development of Tracts D-1 or 2-A-1-A of the Amended Certificate of Survey No. 1100 connecting to the storm drain in the subdivision. Best Management Practices include stormwater onsite detention and discharge to the storm drain in Shiloh Flats Way at a pumped discharge rate not to exceed the rate and provide a delay from the start of the storm event in accordance with the approved subdivision Comprehensive Drainage Plan. Best Management Practices are defined within Chapter 28, BMLLC and detailed in the *City of Billings Stormwater Management Manual*.
- F. The Subdivider and subsequent contractors/builders acknowledge that there shall be a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of

Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater discharges Associated with Construction Activity, Chapter 28, BMLLC and the City of Billings *Stormwater Management Manual*.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute 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

Service to the subdivision will be provided from the existing water main in Shiloh Road and extended within Zoo Drive and new internal streets. Appropriately sized main and services in the internal streets will provide service to the individual lots within the subdivision and future development to the west. It is anticipated that each lot shall be provided with its own separate water service.

Subdivider will be required to extend a 24-inch water main and appurtenances from Shiloh Road to the west terminus of Shiloh Flats Way. The water main shall be extended in the perpetual right-of-way easements for Summer Lane and Flatiron Street to the western boundary of the subdivision in Shiloh Flats Way. A

separate perpetual right-of-way easement shall be granted to the City through the adjacent Tracts D-1 and 2-A-1-A of Certificate of Survey No. 1100 Amended to the BBWA right-of-way for future connection to the City water treatment plant.

Subdivider may submit a compensation agreement to oversize the water main to a 24-inch water main in accordance with the City of Billings Rules and Regulations Governing Water and Sanitary Sewer. If the City of Billings installs the 24-inch water main prior to the Subdivider, Subdivider shall reimburse the City for applicable costs in accordance with the City of Billings Rules and Regulations Governing Water and Sanitary Sewer.

All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality and will be approved by the Public Works Department.

B. Sanitary Sewer

Service to the subdivision will be provided from an existing sanitary sewer main in Shiloh Road with a connection near the Zoo approach/Pierce Parkway. City and Subdivider agree that sanitary sewer service to the subdivision will be provided a gravity sanitary sewer main in Zoo Drive and new internal streets. Appropriately sized main and services in the internal streets will provide service to the individual lots within the subdivision and future development to the west. It is anticipated that each lot shall be provided with its own separate gravity sewer service. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way and shall be installed underground prior to surface improvements. The location of all such facilities shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

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

VIII. IRRIGATION

The subdivision is bound on the west by the Billings Bench Water Association (BBWA) canal. Irrigation laterals are present within the site to irrigate the subdivision area and are to be abandoned. The irrigation laterals serve no downstream properties. The irrigation laterals and headgate are to be abandoned.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was prepared for the subdivision and submitted with the preliminary plat. The Geotechnical Investigation Report was completed by Rimrock Engineering in June 2026.

It is recommended that owners, purchasers, realtors, builders, and developers fully familiarize themselves with the information contained in this report prior to design or construction.

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 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”

LARSON FAMILY PROPERTIES LLC

By: _____

Its: _____

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 _____, known to me to be the person who signed the foregoing instrument as the _____ of **LARSON FAMILY PROPERTIES LLC**, and who acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

This Agreement is hereby approved and accepted by City of Billings, this ____ day of _____, 20____.

“CITY”

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)

County of Yellowstone) : ss

On this ____ day of _____, 20____, before me, a Notary Public 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: _____

Approved as to Form:

City Attorney

**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 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:

Shiloh Flats Subdivision

Signed and dated this ____ day of _____, 20__.

“SUBDIVIDER”

LARSON FAMILY PROPERTIES LLC

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 _____, known to me to be _____ of **LARSON FAMILY PROPERTIES LLC**, the person who executed the forgoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____