

RESOLUTION NO. R22-38

**RESOLUTION APPROVING THE FINAL PLAT OF CHERRY HILLS
SUBDIVISION 3RD FILING, AN ADDITION TO THE CITY OF LAUREL,
MONTANA**

WHEREAS, the developer of Cherry Hills Subdivision 3rd Filing (known in previous Filings as Cherry Hill Subdivision) (hereinafter referred to as “Cherry Hills Subdivision”) has requested approval of the Final Plat of Cherry Hills Subdivision 3rd Filing, an Addition to the City of Laurel; and

WHEREAS, the Laurel-Yellowstone City-County Planning Board, as required by the City of Laurel’s Subdivision Regulations for subdivision and annexation review, conducted a duly advertised public hearing on the 18th day of August, 2021, in which no opposition was heard;

WHEREAS, the Preliminary Plat of Cherry Hills Subdivision 3rd Filing, an Addition to the City of Laurel, was recommended for approval subject to sixteen conditions, as contained in the Staff Report, by the Laurel-Yellowstone City-County Planning Board on the 25th day of August, 2021; and

WHEREAS, the City Council of the City of Laurel approved the recommendations of the Laurel-Yellowstone City-County Planning Board on the 14th day of September, 2021, subject to the aforementioned certain conditions; and

WHEREAS, the developer of Cherry Hills Subdivision 3rd Filing, an Addition to the City of Laurel, has complied with the conditions set forth for such approval by the City Council to the satisfaction of the City Council; and

WHEREAS, it is in the best interest of the City of Laurel and sound community growth that this subdivision be approved.


THEREFORE, the City Council of Laurel hereby approves the adoption of Staff Report FP-22-01 as Findings of Fact and approves the Final Plat of Cherry Hills Subdivision 3rd Filing, an Addition to the City of Laurel.

Introduced at a regular meeting of the City Council on the 26th day of July 2022 by Council Member Eaton.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 26th day of July 2022.

APPROVED by the Mayor on the 26th day of July 2022.

CITY OF LAUREL



Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney

RETURN AFTER RECORDING:
Western Holdings Company, LLC
PO Box 51330
Billings, MT 59105

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CHERRY HILLS SUBDIVISION – 3RD FILING**

THIS DECLARATION is made this ____ day of _____, 2021, by Western Holdings Company, LLC, a Montana limited liability company, hereinafter referred to as “Declarant”.

WHEREAS, Declarant is the owner of real property situated in Yellowstone County, Montana, more particularly described on Exhibit “A” attached hereto and incorporated herein (“Property”);

WHEREAS, Declarant intends to develop, sell, and convey the above-described real property, hereinafter referred to as the “Cherry Hills Subdivision – 3rd Filing”; and,

WHEREAS, Declarant desires to subject all of said real property, together with the Lots contained therein to the covenants, conditions, restrictions, and reservations herein set forth and referred to as “Covenants”;

NOW THEREFORE, Declarant does hereby establish, dedicate, declare, publish and impose upon the Property the following Protective Covenants, Conditions and Restrictions which shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such Property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design use, and development of the Property. Such Covenants shall apply to the entire Property, including but not limited to all Lots, Utility Lot and improvements placed or erected thereon, unless otherwise specifically excepted herein. The Covenants shall inure to and pass with each and every parcel, tract, Lot, or division.

Said Covenants shall be as follows:

I. DEFINITIONS

1. Unless otherwise expressly provided, the following terms when used in this Declaration of Covenants and Restrictions shall have the following meanings:
 - (a) "Accessory Building" shall mean a building, such as a garage or shed, detached from a dwelling.
 - (b) "Dwelling" shall mean any single-family structure permitted to be constructed upon a Lot.
 - (c) "Lot" shall mean and refer to any of the above-described Lots which are subject to this Declaration. It does not refer to the Utility Lot which is excluded from the provisions of this Declaration.
 - (d) "Owner" or "Lot Owner" shall mean and refer to the record owners of each Lot, whether one or more persons or entities, excluding those having such interest merely as security for the performance of an obligation. If any Lot has been sold under a contract for deed or agreement for future delivery of title, the purchasers of that Lot shall be deemed to be the only owner.
 - (e) "Property" shall mean and refer to the Lots subject to this Declaration.
 - (f) "Residential Purpose" shall mean uses for private single-family living and shall exclude professional and commercial uses of any character.
 - (g) "Single Family" shall mean one or more persons living together as a single, non-profit housekeeping unit, as distinguished from a group occupying a hotel, motel, club, fraternity or sorority, commune, or the like.

II. USE RESTRICTIONS

2. The following use restrictions shall be applicable to the Property:
 - (a) Each of the Lots shall be used and improved for single-family residential purposes only.
 - (b) No more than one (1) dwelling is allowed on any Lot. No buildings used as multifamily housing or for any commercial or business use shall be allowed on any Lot. None of the Lots nor any accessory building or other improvements erected

thereon shall at any time be used for the purpose of any trade, profession, manufacturing, or business of any description. Any uses of the foregoing nature are expressly prohibited.

- (c) An owner may use a portion of his unit for an office so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant, and there are no employees at work at the unit. In addition, the Developer shall have the right to maintain a construction office and a sales office on the property until all units are sold.
- (d) Accessory buildings shall only be used for purposes which are incidental and subordinate to residential uses.
- (e) Accessory buildings may not be used as a residence, temporarily or permanently, nor shall trailers, RVs, mobile homes or temporary structures be used as a residence or dwelling.
- (f) Mobile homes, modular homes, manufactured homes, trailers, guest houses, servant quarters, and hospitals are not permitted on any Lot. Log homes, A-Frame homes, and Geodesic Dome homes are prohibited on all Lots.
- (g) No junk (including non-operable motor vehicles or parts thereof), trash, debris, organic or inorganic waste shall be permitted to accumulate on any Lot or tract or in any street adjacent thereto, but shall be promptly and effectively disposed of. Vacant or other Lots or Tracts shall not be used as a dumping ground or burial pit. Storage tanks for fuel or water are not allowed.
- (h) No noxious or offensive activity shall be conducted or permitted upon any Lot, nor shall any unsightly object, nuisance, or sign be erected, placed, or permitted upon any Lot. The Property shall not be used in any way or for any purpose which may unreasonably disturb the neighborhood or endanger the health of its residents.
- (i) No signs, billboards, posters or advertising displays or devices of any kind or character shall be erected or displayed, excepting subdivision promotion signs, "for sale" signs, and mailbox and house numbers in conformity with applicable laws, regulations, and codes to identify the address of a dwelling.
- (j) Street lights shall remain lighted from sunset to the following sunrise.
- (k) Lot Owners shall not permit recreational vehicles, boats, campers, House trailers, trailers, unlicensed vehicles, or junked or otherwise inoperable vehicles to be parked upon a Lot for more than a 72-hour period for more than five days in any

calendar year.

- (l) Noise by residents of the Lot or their guests which may disturb other residents of Cherry Hills Subdivision – 3rd Filing, between the hours of 11:00 p.m. and the following 7.00 a.m. is not permitted.
- (m) Lot Owners shall be allowed domestic pets only. Livestock, chickens/roosters, and other non-domestic pets shall be prohibited. Commercial breeding of pets is prohibited.

III. BUILDING RESTRICTIONS

3. The following building restrictions shall be applicable to the Property:

- (a) All improvements erected on a Lot shall be of new construction, and no old buildings of any kind may be moved upon a Lot. Erection of newly-constructed modular, manufactured, or factory-built residences or other structures is prohibited. Subject to prior written approval of the Cherry Hills Subdivision – 3rd Filing Architecture & Building development Group (ABDG), one prefabricated storage unit is permitted on the Lot if it is no larger than 10' x 15' and no more than 10' in height. The exterior finish shall blend and be compatible with the dwelling.
- (b) Only those materials commonly used in standard construction shall be permitted on the exterior of any building. The use of sheet or galvanized steel, corrugated siding, vinyl siding, or asphalt siding on the outside of any structure is prohibited.
- (c) Siding, roofing, and trim must be white or a lightened neutral earth-tone color; the color must be approved in advance, in writing, by the Cherry Hills Subdivision – 3rd Filing ABDG.
- (d) No plastic or vinyl basement window wells are allowed on any building.
- (e) The front of each home must have a minimum of one hundred (100) square feet of rock, stone, or brick trim.
- (f) Two story dwellings are only permitted on Lots 1-6 on Block 5 in Phase 1 of the subdivision.
- (g) Single story dwellings and split-level dwellings with daylight basements are permitted on all Lots subject to this Declaration.
- (h) The minimum finished square footage for the ground level of any single story or

split-level dwelling constructed, exclusive of open porches and garages, shall be 1,400 square feet. The minimum finished square footage for a bi-level or tri-level home shall be 2,200 square feet, excluding basements, porches, and garages measured at the intersection of a plane passing at right angles through a vertical projection of such walls of not less than 2,200 sq. ft. with a full basement, 2,200 sq. ft. if no or partial basement.

- (i) Accessory buildings shall not be erected, altered, placed, or permitted to remain on a Lot prior to the construction of a dwelling on that Lot.
- (j) All construction on any Lot shall be in accord with all state, federal, and local laws, and regulations, including setback and height restrictions imposed by the Laurel Municipal Code.
- (k) Prior to beginning construction, all building plans shall be submitted for review and shall be approved by the by the Cherry Hills Subdivision – 3rd Filing ABDG. Once approved by the ABDG, plans should be submitted to the City of Laurel and any other agencies having jurisdiction regarding building permitting.
- (l) Addresses shall be posted as provided by the Uniform Fire Code, Article 9, Section 901.4.4.
- (m) Any fences installed upon any Lot shall be in compliance with all applicable laws and regulations, including the Laurel Municipal Code.
- (n) Under no circumstances shall a fence of any kind be placed in the front of any dwelling or on the side of any Lot between the dwelling and a public street. Exceptions may be permitted with prior written approval of the Architecture & Building Development Group.
- (o) Fences may be colored or white PVC, or black or colored chain link and posts. No other fencing materials may be used on any of the Lots, including but not limited to galvanized chain link. wood, barbed wire, and brick or stone.
- (p) Flat roofs and nearly flat roofs are prohibited on all dwellings and accessory buildings located upon a Lot
- (q) All accessory buildings constructed upon any Lot shall be of the same color and shall have the same siding and roofing material as the dwelling constructed upon the Lot.
- (r) All dwellings shall be constructed with an attached garage for two or more vehicles.

- (s) At the time a dwelling is constructed on any Lot, the Lot Owners shall install sidewalks along all street frontages, whether said street frontage runs along the front or side of the Lot
- (t) Lot Owners shall install and maintain landscaping on their Lots; landscaping shall be complete within six months of completion of construction weather permitting.
- (u) Lot owners must utilize grass or other natural vegetation as the primary final surfacing of lawns. Landscaping rock is prohibited to be more than 30% of front, rear, and side lawns, separately. Grasses shall be mowed and/or otherwise maintained to provide a pleasing aesthetic. Landscaping rock may be used in the boulevard and as a supplementary landscaping feature within the lawn of the residence.
- (v) At the time a dwelling is constructed on any Lot, the Lot Owner shall install on his or her Lot the mailbox of the type and style shown on Exhibit "B", attached hereto and incorporated by this reference. The mailbox shall be installed on the left side of the driveway as determined by facing the garage door(s). The mailbox must be located at least five (5) feet from the edge of the driveway approach. and shall be installed in compliance with all United States Postal Service requirements.
- (w) Any structures constructed upon any Lot shall be completed within nine months from the date construction commences. Construction is deemed to have commenced when equipment and/or materials to be used in construction arrives at or the Lot.

**IV. CHERRY HILLS 3RD FILING SUBDIVISION ARCHITECTURE
& BUILDING DEVELOPMENT GROUP**

4. The Cherry Hills Subdivision – 3rd Filing Architecture & Building Development Group (the ABDG) shall include Western Holdings, LLC as its' sole member upon initial final platting of the subdivision. Additional members may be added to ABDG and may consist of Lot owners and/or licensed Architectural professionals. A list of members shall be incorporated as Exhibit "C" to this document and updated as necessary with the effective date the list was updated.
5. **Required Plan Review.** No dwelling or other improvement shall be erected, constructed, placed, or maintained upon any Lot, nor shall any additions, remodeling, reconstruction, or alteration of the exterior of any residence or improvement be made or continue to be

made, unless and until the same has been approved in writing by the ABDG. Lot owners must also obtain ABDG approval for any changes to approved Plans if those changes affect the exterior of a dwelling or any improvement.

6. **Review Application.** Before beginning the construction of any dwelling or other improvement, or before any alteration of the exterior thereof, the person desiring to erect, construct, or modify the same shall submit to the ABDG two sets of the following Plans for the proposed dwelling or other improvement in addition to any other information the ABDG requests:

(a) **Site Plan:** A site plan showing:

- 1) The location of all improvements, including structures, fences, walls, driveways, parking areas, utilities, outbuildings, and decks.
- 2) Existing topography and contour in relation to the proposed dwelling or other improvement and cut and fill excavation requirements.
- 3) Other pertinent information relating to the dwelling or other improvement.

(b) **Building Plan:** A building plan consisting of:

- 1) The structure's dimensions.
- 2) Elevation drawings or sketches of the exterior of the structure(s).
- 3) Information concerning the exterior of the structure(s) including all exterior colors, materials, finishes, roofing materials to be used.

The ABDG may, in its sole discretion, require the Lot owner to furnish additional specifications, drawings, material samples, and such other information as it deems necessary for the purpose of reviewing the application.

7. **Basis of Approval.** Approval by the ABDG shall be based upon, among other things, the following:

- (a) Conformity and harmony of external design with neighboring dwellings or other improvements.
- (b) Effects of location of the proposed dwelling or other improvements on neighboring Lots.
- (c) Relation of dwelling or other improvements and finished ground elevations to

existing topography and grades.

- (d) The overall aesthetics of Cherry Hills Subdivision – 3rd Filing.
- (e) Conformity of Plans to the provisions of this Declaration.

The review will include subjective judgments about aesthetics which cannot be clearly defined in this Declaration. Each Lot owner, by acceptance of a deed to any Lot subject to this Declaration, agrees to accept the decisions of the ABDG as final and binding, and waives any right to challenge those decisions through legal action.

- 8. **Decision.** The ABDG shall render its decision with respect to an application within 15 business days after the receipt of a complete application. The decision of the ABDG can be in the form of an approval, a conditional approval, or denial and shall be in writing. A copy shall be mailed to the applying Lot owner and to the Association's Board of Directors.
- 9. **Non-Liability.** Neither the ABDG nor any member thereof, nor the Developer nor any member, officer, employee, agent, successor, or assign thereof, shall be liable to the Association, any Lot owner, or any other person for any loss, damage, or injury arising out of or connected with the ABDG members' performance of their duties and responsibilities by reason of a mistake in judgement, negligence, or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve an application. The aforementioned parties will not make decisions on and assume no responsibility for the following:
 - (a) The structural capacity, safety features, or building code compliance of any dwelling or other improvement
 - (b) Whether the proposed location of a dwelling or other improvement is free from possible geologic or natural hazards or other possible hazards caused by conditions occurring either on or off the subject property.
 - (c) The internal operation or functional integrity of any dwelling or other improvement.
 - (d) Conformity with or violation of any City of Laurel zoning ordinance or any applicable building code.

Every person who submits an application to the ARBG, by submission of such an application, and every Lot owner by acceptance of a deed to any Lot agrees not to bring any action or suit against the Association, its Board, members of the ARBG, or the Developer or its members, officers, employees, agents, successors, or assigns to recover damages resulting from the architectural review process set forth herein.

The decisions of the ABDG and the requirement to obtain approval of the ABDG may be enforced by the Association or by any Lot owner by bringing an action for specific performance or for an injunction, prohibitory or mandatory. Such actions shall be timely if brought within four months after it becomes apparent that any Lot owner has not obtained the required approval or has deviated from the approved Plans, whichever occurs later. In any such action, the prevailing party shall be entitled to recover from the losing party all costs and attorney fees incurred.

V. MAINTENANCE AND REPAIRS

10. A stormwater pond shall be required to treat stormwater runoff from the subdivision and will be located on a dedicated Utility Lot. The cost of maintaining said stormwater facilities and the lot shall be paid by the Cherry Hills Subdivision – 3rd Filing Owners' Association, Inc.
11. Each Lot and the exterior appearance of improvements which are part of the Lot shall be maintained in a clean, neat, and orderly condition at all times.
 - (a) **General Maintenance.** Each Lot Owner shall maintain both the exterior of all improvements on the Owner's Lot, including buildings, fences, and the landscaping in good repair. Owners shall keep the buildings painted or stained, lawns cut, shrubbery trimmed, rubbish and debris removed, and shall otherwise maintain the same in a neat and aesthetically pleasing condition. All damage to any exterior part of a building or other improvement shall be repaired as promptly as is reasonably possible.
 - (b) All costs of repairs, construction, and maintenance pertaining to each Lot, dwelling, and all other accessory buildings upon the Lot shall be at the Owner's expense.
 - (c) All noxious weeds listed on the latest Yellowstone County noxious weed list must be controlled on all Lots in the Cherry Hills Subdivision – 3rd Filing. All costs for noxious weed control shall be paid by the Lot Owners of record.

VI. RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present Owners, their heirs, devisees, trustees, and assigns; and to any and all parties claiming by, through, or

under them shall be taken to hold, agree, and covenant with the Owners of said Lots, their heirs, devisees, trustees, and assigns, and with each of the Owners of said Lots, to conform with and observe said Covenants and Restrictions. No restrictions herein set forth shall be personally binding upon any business entity or person except in respect to breaches committed during the entity's or person's ownership of or interest in said Lot.

In addition to an action for damages, the Owner(s) of any Lot and Developer shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach or enforce the observance of the Covenants and Restrictions set forth above or hereafter imposed. The failure of any Owner to enforce these Covenants and Restrictions at the time of any violation thereof shall not be construed as a waiver of the right to do so. When the initial sale of all Lots is completed, Developer's right to enforce these Covenants and Restrictions is terminated.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The losing party in any action, lawsuit, or arbitration proceeding brought to enforce this Declaration shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the action, lawsuit, or arbitration proceeding. Costs and attorney fees shall be a lien on the property of the violating Owner and may be foreclosed in the same manner as the lien for common expenses.

VII. AMENDMENT

Any provision herein may be amended or revoked, and additional provisions added at any time by a written instrument recorded in the office of the Clerk and Recorder of Yellowstone County, Montana, duly signed and acknowledged by the Owners of record of not less than 75% of the Lots subject to this Declaration. Notwithstanding the foregoing, as long as Developer owns any Lot in the Property, Developer's consent shall be required before these Covenants and Restrictions may be altered or amended. Developer's consent shall be considered in the calculation and determination of the said 75% minimum consent requirement.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this _____ day of _____, 20____.

DECLARANT:

Western Holdings Company, LLC

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared _____ (name), known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that they he/she is the _____ (capacity) of Western Holdings Company, LLC and executed the same.

Notary Public for the State of _____

Printed Name _____

Affix seal to the left,

**STAFF REPORT FP-22-01
CHERRY HILLS 3RD FILING
JULY 8, 2022**

Cherry Hills 3rd Filing is a 28-lot residential subdivision of 9.37 acres on the north-west side of Laurel between Cherry Hills Drive and West Maryland Lane.

Owner:

Western Holdings LLC
PO Box 51330
Billings MT 59105

Agent:

Morrison-Maierle Engineering
Martin Gagnon PE
2880 Technology BLVD
Bozeman MT 59771

Property Description:

The project is in the N½ Section 8, Township 02 North, Range 24 East, P.M.M., Yellowstone County, Montana, COS 3034.

Property Size:

The total area involved in the subdivision is 9.37 acres.

Zoning District:

The subject property is zoned by the City of Laurel R-7500.

Compliance with Conditions of Approval:

Condition #1: Preliminary Plat shall be updated with the comments noted in the Sufficiency letter dated July 8, 2021, prior to recording.

Status: The condition is met.

Comments: The final plat submitted for final approval is consistent with the preliminary plat with the only modifications being in response to the conditions of approval.

Condition #2: Subdivision Improvement Agreement shall be updated with the notes from the Sufficiency letter dated July 8, 2021.

Status: The condition is met.

Comments: The Final Plat and supporting documents is consistent with the preliminary plat the only modifications being in response to these conditions of approval.

Condition #3: The Preliminary plat and supporting water and wastewater design will be approved by the Montana Department of Environmental Quality (MDEQ).

Status: The condition is met.

Comments: The subdivision has been approved for main extensions by MDEQ.

Condition #4: The Preliminary Plat, Subdivision Improvements Agreement, and City Council Resolution granting approval shall be filed with the Yellowstone County Clerk and Recorder within 90-days of preliminary plat approval.

Status: The condition is met.

Comments: The required documents have been recorded with the County of Yellowstone.

Condition #5: The Roadways and Right-of-Ways shall be constructed to the specifications presented the plat plan and supporting documentation.

Status: The condition is met.

Comments: The required roads and rights-of-way are platted and the construction is covered by a performance bond to guarantee their completion.

Condition #6: This Preliminary Approval shall be valid for 3 calendar years.

Status: The condition is met.

Comments: The final plat has been presented for consideration and filing well in advance of the expiration of the preliminary plat approval timeline.

Condition #7: Hydrant flow tests must be approved by the City and its contracted engineer.

Status: The condition is met.

Comments: The hydrant flow tests have been approved by the City and contracted engineer.

Condition #8: Verification must be provided to the City for the water modeling noted by the engineer in the field.

Status: The condition is met.

Comments: The required verification has been submitted.

Condition #9: Water model exhibits must be provided to and approved by the City showing the system characteristics and modeled properties compared to measured properties.

Status: The condition is met.

Comments: The required exhibits have been supplied to the city.

Condition #10: Wastewater/Sewer analysis must be provided to and approved by the City.

Status: The condition is met.

Comments: The wastewater/sewer analysis has been provided to and approved by the city.

Condition #11: A map of pre-development stormwater conditions including the boundary, routing, and calculations must be provided to and approved by the City.

Status: The condition is met.

Comments: The required map have been supplied to and approved by the city.

Condition #12: Water quality storm volumes and calculation sheets shall be provided to the City.

Status: The condition is met.

Comments: The storm water volumes and calculations have been provided to the city.

Condition #13: Confirmation is provided that the developer is willing to take on the liability of the recommendations of the Geotechnical Report dated 2006.

Status: The condition is met.

Comments: The developer has supplied a revised geotechnical report and in accordance with the Laurel Subdivision Regulations placed a disclaimer on the final plat putting future lot owners on notices of the limitations on construction.

Condition #14: The conditions of the Geotechnical report shall be followed during the construction of the public infrastructure.

Status: The condition is met.

Comments: The public infrastructure has been certified by the project engineer as meeting the requirements of the geotechnical report. Further, the developer has proposed a one (1) year warranty for the work. **It is suggested that the warranty period be extended for an additional year post completion.**

Condition #15: A weed Management Plan shall be prepared for the project and approved by the Yellowstone County Weed District.

Status: The condition is met.

Comments: A weed management plan has been approved by the Yellowstone County Weed District for the subdivision.

In addition to the 15 conditions, the Subdivision and Platting Act contains several provisions that must be satisfied as a prerequisite to final plat filing, including:

1. Park dedication requirement.

The developer and the City have agreed to cash-in-lieu of parkland in the amount of Ten Thousand Dollars (\$10,000). A check in this amount has been presented to the city to comply with this requirement.

2. Certificate of title abstracter.

State Subdivision Law requires that a certificate of a title abstracter, less than 30-days old, showing the names of the owners of record and any lien holders.

The Title Report lists Western Holdings Company LLC. as the fee simple owner and there are not any liens on the property. The Plat is signed by an officer of the Incorporation.

3. County Treasurer Certification.

A proper certification for the County Treasurer to execute prior to recordation of the Plat has been provided on the final plat.

4. Conformity with Subdivision Regulations.

The final plat is consistent with the preliminary plat approved by the City Council. The only modifications are to comply with conditions of approval imposed by the Council and the balance of the final plat application and supporting materials appear to be consistent with the Laurel – Yellowstone Subdivision Regulations as well as the Uniform Standards for Final Subdivision Plats.

5. Performance Bonding

The final plat is accompanied by a Letter of Credit and an Engineers Opinion of Probable Costs to complete the necessary public improvements. The sum of the outstanding work is \$1,025,642.60 and the subdivision bond is in the amount of \$1,28,803.25 which is 125% of the outstanding work as required by the Laurel – Yellowstone Subdivision Regulations.

CONCLUSION:

Based upon the final plat application and the additional documentation submitted as a part thereof, it is recommended that the City Council APPROVE the final plat application for the Cherry Hills 3rd Filing in the N½ Section 8, Township 02 North, Range 24 East, P.M.M., Yellowstone County, Montana, COS 3034

SUGGESTED FORM OF MOTION:

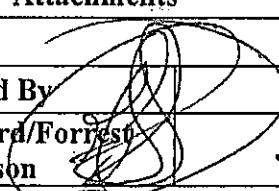


I move the adoption of Staff Report FP-22-01 as findings of fact and that the Final Plat for Cherry Hills 3rd Filing Subdivision be APPROVED.

City of Laurel Planning Department

115 West First Street
Laurel, Montana 59044
Phone: (406)628-4796

ROUTING/COMMENT REQUEST FORM

Attached are a plat and documents submitted to our office for review and comment. Please review these documents and forward it to the next department. Comments can be made in the project text section for this project. For further information contact Kurt Markegard at 628-4796 ext. 5305 or via e-mail at kmarkegard@laurel.mt.gov

Flat Plat Cherry Hills Subdivision 3rd Filing			Yellowstone County
Tract 1 of Certificate of Survey No. 3034 Cherry Hills Subdivision 3rd Filing			City of Laurel
Status	Type of Subdivision/Survey	Gross Acreage	
Check Print	Final Plat Check print	9.37 Acres	
Applicant	Phone	Surveyor/Engineer	Phone
Western Holdings LLC	406-628-4796 ext. 5305 (Planning)	Morrison Maierle	406-922-6735
Attachments			
<input checked="" type="checkbox"/> Checkprint (1X)			
Planning Department	Reviewed By	Date R/C	Date out
	Kurt Markegard/Forrest Sanderson 	June 22, 2022	June 23, 2022 JUN 29, 2022
Comments: Annexation to City of Laurel and adjoining rights of way			
Laurel City Attorney	Reviewed By:	Date R/C	Date Out
		29 JUNE 22	
Comments:			
Riverstone Health	Reviewed By	Date R/C	Date Out
Comments:			
County Treasurer	Reviewed By	Date R/C	Date Out
	<i>B. Morehead</i>	6/30/22	6/30/22
Comments:			
County Attorney	Reviewed By	Date R/C	Date Out
NA	NA	NA	NA
Comments:			
GIS Department	Reviewed By	Date R/C	Date Out
	<i>Mike Powell</i>	7-1-22	
Comments:			
County Public Works	Reviewed By	Date R/C	Date Out
NA			
Comments:			
Clerk and Recorder	Reviewed By	Date R/C	Date Out
		7/6	7/5
Comments:			

Comments For Cherry Hills Sub 3rd Fil from YC GIS Department (7/1/22):

1. Road names are not correct.
 - a. Maryland Ln needs to be corrected to W. Maryland Ln.
 - b. We will not accept "Heather Dr" as that is already being used in the county. Please visit this website
<https://www.yellowstonecountymt.gov/mapping/Roadnames/roadnames.asp>
for all names that are being used. The new road name must be unique and not sound like another road name that is on the list.
2. I don't believe that there is an actual road easement for W. Maryland Ln going all the way to the Big Ditch. If there is, please provide document numbers.
3. A few things need to happen first before this plat goes through:
 - a. If this is getting annexed that needs to go through first or else this is still in the county and all county departments should look at it.
 - b. The current zoning is R200. Not sure what the restrictions are for that, but the plat mentions R7500. A zone change needs to happen first, whether if that is tied to the annexation or not.
4. I don't think it is a good idea to leave a remainder piece of land (in this case CS 3034 TR 1). It would be better to just survey that whole area and call the remainder Block 4 Lot 5 or something like that.
5. It has been discussed that there needs to be a plan in place to deal with the inevitable meetup of W. Maryland and NW Maryland Ln, when there is a W. Maryland Ln. just to the south of NW Maryland Ln. before this plat becomes finalized.
6. I would suggest keeping the flow of the blocks and lots with Cherry Hills 2nd Fil, ex. Block 5 lot 1-6 would be Block 15 lots 12-17 and would go the other way to keep with the flow and so on and so forth. That way, in all the Cherry Hills complex (all the filings), there is no duplicate block numbers.

July 8, 2022 (Clerk and Recorder)

Reviewed the check print for Cherry Hills Subdivision, 3rd Filing, prepared by Morrison Maierle. The purpose of the plat is to create a major subdivision. Western Holdings Company, LLC owns the tract that will be subdivided. There are several items that will need to be addressed before a final plat can be submitted.

1. Remove "Final Plat" reference from title block. ¼ section needs to be identified in the title block.
2. Remove both Clerk and Recorder and City Engineering title blocks from face of plat.
3. An SIA, title report, or necessary consent documents don't accompany the check print. All will need to be completed and submitted with the final plat.
4. A signature block needs to be added for Western Holdings Company, LLC. The signature line and the notary block will need to include the title or authorized capacity of the person signing.
5. There is a signature block for Gerald A. and Ardis M. Neumann. It isn't clear if they have interest in the property. If not, remove signature block.
6. GIS has made several comments that will need to be addressed prior to submittal.
7. A review of the SIA is advised before submittal.
8. All assessed taxes will need to be paid in full at the time of filing.

(Laurel – Cherry Hills)



First American Title Company

1001 South 24th Street West Ste 200, Billings, MT 59102
Phone (406)248-7877 - Fax (406)248-7875

Escrow Officer: Tammy Shovar - tshovar@gofirstam.com
Title Officer: Kristina Starns - kstarns@gofirstam.com

**A Haus Of Realty
20 Montana Avenue P.O. Box 25
Laurel, MT 59044**

Attention: Angela Klein-Hughes

**A Haus Of Realty
20 Montana Avenue P.O. Box 25
Laurel, MT 59044**

**Attention: Hazel Klein
RE: Property Address: None Available, Laurel, MT 59044**

ENCLOSED please find the following:

- Title Commitment
- Supporting Documents

*****ATTENTION - PLEASE READ*****

WARNING! WIRE FRAUD ADVISORY: Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow or closing transaction with us and you receive an email containing Wire Transfer Instructions, DO NOT RESPOND TO THE EMAIL! Instead, call your escrow/closer immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.

Note: It is our company policy to send secure wire Instructions directly to the party wiring funds.



FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>
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<p>Definitions</p>	
<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
<p>Non-affiliates</p>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
<p>Joint marketing</p>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

<p>Affiliates Who May Be Delivering This Notice</p>				
<p>American First Abstract, LLC</p>	<p>American First Title & Trust Company</p>	<p>American Guaranty Title Insurance Company</p>	<p>Attorneys' Title Fund Services, LLC</p>	<p>Compass Abstract, Inc.</p>
<p>eRecording Partners Network, LLC</p>	<p>Genesis Abstract, LLC</p>	<p>Kansas City Management Group, LLC</p>	<p>L.T. Service Corp.</p>	<p>Lenders Inspection Company</p>
<p>Lex Terrae National Title Services, Inc.</p>	<p>Lex Terrae, Ltd.</p>	<p>Mara Escrow Company</p>	<p>Mississippi Valley Title Services Company</p>	<p>National Title Agent's Services Company</p>
<p>Old Republic Branch Information Services, Inc.</p>	<p>Old Republic Diversified Services, Inc.</p>	<p>Old Republic Exchange Company</p>	<p>Old Republic National Title Insurance Company</p>	<p>Old Republic Title and Escrow of Hawaii, Ltd.</p>
<p>Old Republic Title Co.</p>	<p>Old Republic Title Company of Conroe</p>	<p>Old Republic Title Company of Indiana</p>	<p>Old Republic Title Company of Nevada</p>	<p>Old Republic Title Company of Oklahoma</p>
<p>Old Republic Title Company of Oregon</p>	<p>Old Republic Title Company of St. Louis</p>	<p>Old Republic Title Company of Tennessee</p>	<p>Old Republic Title Information Concepts</p>	<p>Old Republic Title Insurance Agency, Inc.</p>
<p>Old Republic Title, Ltd.</p>	<p>Republic Abstract & Settlement, LLC</p>	<p>Sentry Abstract Company</p>	<p>The Title Company of North Carolina</p>	<p>Title Services, LLC</p>
<p>Trident Land Transfer Company, LLC</p>				



ORT Form 4690 6/06 Rev. 8-1-16

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
NOTICE**

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **Old Republic National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

**Issued through the office of:
First American Title Company
1001 South 24th Street West Ste
200 Billings, MT 59102
(406)248-7877**

By *C Monroe* *President*

Attest *David Wald* *Secretary*

Authorized Signature

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to Issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent and Office: First American Title Company, 1001 South 24th Street West Ste 200, Billings , MT 59102 (406)248-7877

Issuing Office's ALTA ® Registry ID: 1147062

Loan ID No.:

Issuing Office Commitment/File No.: 1042710

Property Address: None Available, Laurel, MT 59044

Revision No.:

SCHEDULE A

1. Commitment Date: May 04, 2022 at 7:30 A.M.

2. Policy (or Policies) to be issued: Premium Amount reflects applicable rate

- (a) [x] 2006 ALTA ® Standard Owner's Policy
Proposed Insured: Jerome P. Klein and Hazel L. Klein
Proposed Policy Amount: \$79,900.00 Premium Amount \$ 493.00
Endorsements: \$
(b) [] 2006 ALTA ® Loan Policy
Proposed Insured:
Proposed Policy Amount: \$ Premium Amount \$
Endorsements: \$
(c) [] ALTA ® Policy
Proposed Insured:
Proposed Policy Amount: \$ Premium Amount \$
Endorsements: \$

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in:
Western Holdings Company LLC, a Montana limited liability company

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5. The Land is described as follows:

That part of North Half of Section 8, Township 2 South, Range 24 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 1 of Certificate of Survey 3034, on file in the office of the Clerk and Recorder of said County, under Document No. 3085270.



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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ALTA Commitment for Title Insurance

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Old Republic National Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. We require the attached Seller/Borrower Affidavit be completed prior to recording.
7. We require a copy of the articles of organization, operating agreement and resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said Limited Liability Company.
8. We require a subdivision being filed with the county clerk and recorder.

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch rights, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.

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File No. 1042710	Page 7 of 9	ALTA Commitment for Title Insurance (8-1-16)
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8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Yellowstone to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Yellowstone County.
9. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
10. 2022 taxes and special assessments are an accruing lien, amounts not yet determined or payable.

The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2021	\$56.55 Paid	\$56.55 Paid	D12562	Subject Land

11. Easement granted to Yellowstone Valley Electric, recorded March 7, 1939 in Book/Roll 210, page 33, under Document #336123.
12. Right-of-way granted to Montana Power Company, recorded December 19, 1979, in Book/Roll 1214, Page 2955, under Document #1151860.
13. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of Certificate of Survey No. 3034, filed March 28, 2000, under Document #3085270, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. The effect of Acceptance of Certificate of Survey Agricultural Exemption recorded March 28, 2000, under Document #3085271.
15. Easement granted to Montana Dakota Utilities, recorded January 29, 2003 under Document #3212529.
16. Easement granted to City of Laurel, recorded November 23, 2005 under Document #3358070.
17. Easement granted to Northwestern Energy, recorded August 24, 2006 under Document #3390267.

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INFORMATIONAL NOTES

- A. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company may not be able to close and insure a transaction involving Land that is associated with these activities.

- B. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.

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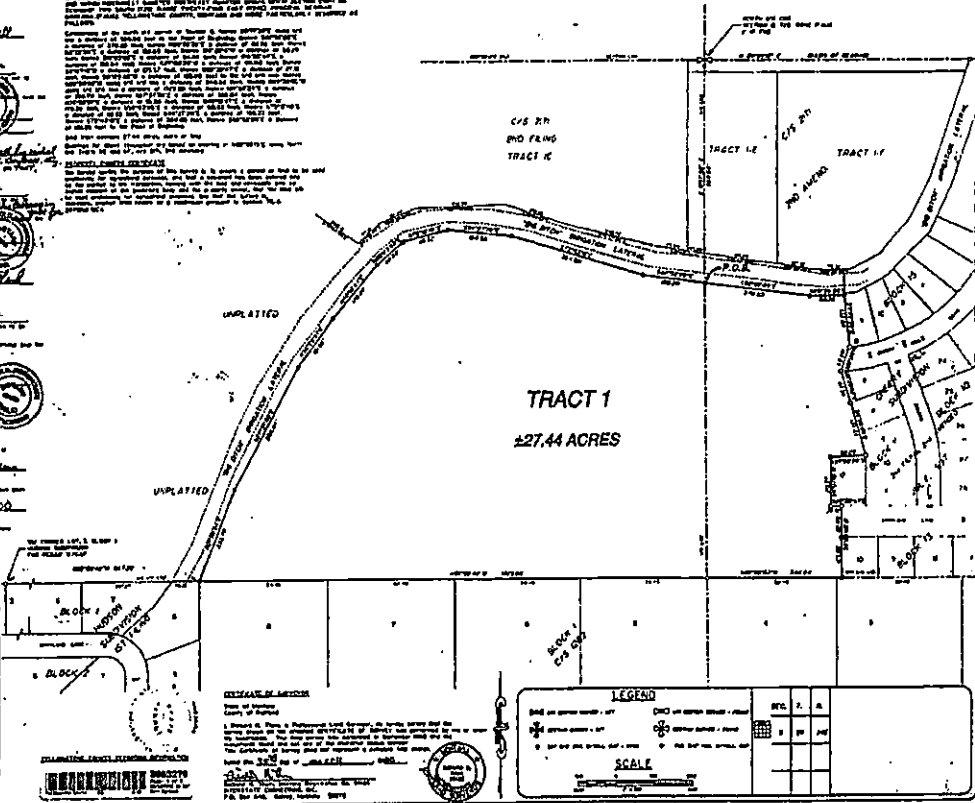
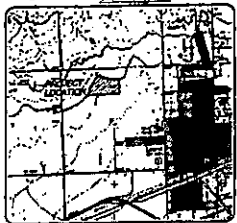
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CERTIFICATE OF SURVEY No. 3034
PURPOSE OF SURVEY: AG. EXEMPTION
 PREPARED FOR MICHAEL G. DANTRELL
 N1/2, SEC. 8, T2S, R2E
 YELLOWSTONE COUNTY, MONTANA

Michael G. Dantrell
 Owner
John P. [Signature]
 Surveyor
 The purpose of this survey is to determine the boundaries of the land described in the plat and to determine the acreage of the land. The survey was conducted on the 15th day of [Month] 2000. The survey was conducted by [Name] and the results are shown on the attached plat. The survey was conducted in accordance with the laws of the State of Montana and the rules of the Board of Professional Surveyors. The survey was conducted in accordance with the laws of the State of Montana and the rules of the Board of Professional Surveyors. The survey was conducted in accordance with the laws of the State of Montana and the rules of the Board of Professional Surveyors.

STATE OF MONTANA
 A STATE OF LAND BOUNDARY SURVEYING AND SURVEYING INSTRUMENTS ACT OF 1905
 SECTION 102-2-102, M.C.A. (2000)
 The purpose of this survey is to determine the boundaries of the land described in the plat and to determine the acreage of the land. The survey was conducted on the 15th day of [Month] 2000. The survey was conducted by [Name] and the results are shown on the attached plat. The survey was conducted in accordance with the laws of the State of Montana and the rules of the Board of Professional Surveyors. The survey was conducted in accordance with the laws of the State of Montana and the rules of the Board of Professional Surveyors. The survey was conducted in accordance with the laws of the State of Montana and the rules of the Board of Professional Surveyors.



Interacta Engineering, Inc.
 Engineering - Surveying - Mapping
 1234 Main Street, Helena, MT 59601
 Phone: (406) 555-1234
 Fax: (406) 555-5678
 Email: info@interacta.com

This Document Prepared By:

After Recording Return To:
Robert Stoltz
Western Holdings Company LLC
3329 McMasters Road
Billings, MT 59101

Recorded by
Chicago Title
CTC: 3523201362

Order No.: 3523201362-CW

WARRANTY DEED

For Value Received Gerald A. Neumann and Ardis M. Neumann husband and wife, as joint tenants with right of survivorship, the grantor(s), do(es) hereby grant, bargain, sell and convey unto Western Holdings Company LLC, a Montana limited liability company, of 3329 McMasters Road, Billings, MT 59101, the grantee(s), the following described premises, in Yellowstone County, Montana, to wit:

That part of North Half of Section 8, Township 2 South, Range 24 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 1 of Certificate of Survey 3034, on file in the office of the Clerk and Recorder of said County, under Document No. 3085270.

TO HAVE AND TO HOLD unto the Grantee and to the heirs and assigns forever, subject, however, to:

- A. All reservations and exceptions of record and in patents from the United States or the State of Montana;
- B. All existing easements and rights of way of record, building, use zoning, sanitary and environmental restrictions;
- C. Taxes and assessments for the year 2021 and subsequent years;
- D. All prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons;

Except with reference to items referred to in paragraphs above, this Deed is given with the usual covenants expressed in §30-11-110, Montana Code Annotated.

This conveyance is made and accepted upon the express agreement that the consideration heretofore paid constitutes an adequate and full consideration in money or money's worth.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Gerald A. Neumann
Gerald A. Neumann

Ardis M. Neumann
Ardis M. Neumann

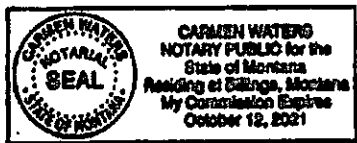
State of Montana

County of Yellowstone

JS
DM

This instrument was acknowledged before me on September 28, 2021 by Gerald A. Neumann and Ardis M. Neumann.

Carmen Waters
Notary Public for the State of Montana
Residing at Billings, MT
My Commission Expires: 10/12/2021



(SEAL)



Yellowstone County, Montana

[Commissioners](#) [Departments](#) [Contacts](#) [Site Map](#) [Home](#)

Orion Detail

Disclaimer: Not all fields are currently maintained. The accuracy of the data is not guaranteed. Please notify the Appraisal/Assessment Office (406-896-4000) of any inaccuracies.

[Back to Search Form](#)

[Property Tax Detail](#)

Owner Information

Primary Owner: WESTERN HOLDINGS COMPANY LLC [Ownership History](#)
Tax Code: D12562
Geo Code: 03-0821-08-2-40-01-0000
Property Address:
Legal Description: S08, T02 S, R24 E, C.O.S. 3034, PARCEL 1, IN N2 (01)
Property Type : VAC_R - Vacant Land - Rural

Clerk & Recorder

Documents

Site Data

Neighborhood Code:	03-2970-07L	Location:	
Parking type:	203.500	Fronting	%
Utilities:		Parking Prox	%
Lot Size:	27.44 Acres	Access:	
		Topography:	

Ag Land Data

Cont Crop AC:	0	Fallow AC:	0	Irrigated AC:	0
Grazing AC:	0	Wild AC:	0	Timber AC:	0
Farmsite AC:	0	NonQual AC:	27.44	Total AC:	27.44

Any comments or questions regarding the web site may be directed to the [Web Developer](#).



Yellowstone County, Montana

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Disclaimer: Not all fields are currently maintained. The accuracy of the data is not guaranteed. Please notify the Appraisal/Assessment Office of any inaccuracies.

[Back to Search Form](#)

[Full Orion Detail](#)

Owner Information

**Please Note: Owner information is supplied by the Montana Department of Revenue. To request updates to addresses or other ownership information, please contact the DOR office at 896-4000. Records for the current year will not be updated after tax bills have been sent out, so changes requested after you receive your bill will appear only on next year's records.*

Tax Code: D12562

Primary Party

Primary Owner Name: WESTERN HOLDINGS COMPANY LLC [Ownership History](#)

2022 Mailing Address: WESTERN HOLDINGS COMPANY LLC
3329 MCMASTERS RD
BILLINGS, MT 59101-9423

Property Address:

Township: 02 S Range: 24 E Section: 08
Certificate of Survey: 3034 Parcel: 1
Full Legal: S08, T02 S, R24 E, C.O.S. 3034, PARCEL 1, IN N2 (01)
GeoCode: 03-0821-08-2-40-01-0000

[Show on Map](#) (May not work for some newer properties.)

Property Assessment Information

Levy District: 07L LAUREL OUTSIDE W/PLANNING (478.17 Mills)

2021 Assessed Value Summary

Assessed Land Value = \$ 1,519.00
Assessed Building(s) Value = \$ 0.00
Total Assessed Value = \$ 1,519.00

Assessed Value Detail Tax Year: 2021

Class Code	Amount
1701 - Non-Qualified Ag Land 20-160 Acres (15.12% Tax Rate)	\$ 1,519.00
Total	\$ 1,519.00

The values shown for the given tax year are for taxation purposes only. They are supplied by the Department of Revenue. For questions about these values, please contact the Montana Department of Revenue, Appraisal/Assessment Office at [406-896-4000](tel:406-896-4000).

Rural SID Payoff Information

NONE

Property Tax Billing History

Year	1st Half	2nd Half	Total
<u>2001</u>	86.57 P	86.55 P	173.12
<u>2002</u>	94.36 P	94.36 P	188.72
<u>2003</u>	99.63 P	99.61 P	199.24
<u>2004</u>	100.12 P	100.09 P	200.21
<u>2005</u>	75.08 P	75.06 P	150.14
<u>2006</u>	76.01 P	76.00 P	152.01
<u>2007</u>	74.02 P	74.00 P	148.02
<u>2008</u>	69.57 P	69.55 P	139.12
<u>2009</u>	72.74 P	72.73 P	145.47
<u>2010</u>	76.39 P	76.36 P	152.75

<u>2011</u>	74.01 P	73.98 P	147.99
<u>2012</u>	74.95 P	74.95 P	149.90
<u>2013</u>	71.69 P	71.68 P	143.37
<u>2014</u>	68.34 P	68.34 P	136.68
<u>2015</u>	45.48 P	45.48 P	90.96
<u>2016</u>	46.24 P	46.22 P	92.46
<u>2017</u>	50.79 P	50.77 P	101.56
<u>2018</u>	56.04 P	56.03 P	112.07
<u>2019</u>	51.64 P	51.62 P	103.26
<u>2020</u>	53.78 P	53.76 P	107.54
<u>2021</u>	56.55 P	56.55 P	113.10

(P) indicates paid taxes.

Click on year for detail. [Pay Taxes Online](#)

Jurisdictional Information

Commissioner Dist: 1 - John Ostlund (R)	School Attendance Areas
Senate: 28 - Brad Molnar (R)	High: LAUREL
House: 55 - Vince Ricci (R)	Middle: LAUREL
Ward: Outside City Limits	Elem: LAUREL
Precinct: 55.3	

Zoning: R200-Residential Tracts

[Click Here to view Billings](#)

[Regulations](#)

[Click Here to view Laurel](#)

[Regulations](#)

[Click Here to view Broadview](#)

[Regulations](#)

[Click Here to view Yellowstone](#)

[County Regulations](#)

R75-Residential 7500

[Click Here to view Billings](#)

[Regulations](#)

[Click Here to view Laurel](#)

[Regulations](#)

[Click Here to view Broadview](#)

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Yellowstone County, Montana

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Detail Property Tax Information

Disclaimer: The tax information was updated on 4/27/2022. Please notify the Treasurer's Office of any inaccuracies. Online Tax Billing History is available from Tax Year 2000 forward. If you wish information for prior tax years contact the Treasurer's Office. [Pay Taxes Online](#)

Tax ID: D12562 Tax Year: 2021
LAUREL OUTSIDE W/PLANNING

Code	District	1st Half	2nd Half	Total
	LAUREL OUTSIDE W/PLANNING (Levy District)	54.99 P	54.99 P	109.98
LFD7 LFD7	LAUREL FIRE DISTRICT #7	1.51 P	1.51 P	3.02
SOIL SOIL SOIL	SOIL CONSERVATION	0.05 P	0.05 P	0.10
Totals		56.55	56.55	113.10
		Date Paid 11/16/2021	11/16/2021	

Close Window

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Leaf, Marsha Hattel, Chris Jermunson, Michael E Depner, Billy J Bolt, Jamie M Roe, Kaye U Muzzana, Kristin A Piccioni, Brooke A Garness, Robert C Pfennigs, Lynn St Pierre, Brooke Schmidt, Michelle Schermerhorn, Kimberly Hodson, Gary Paladichuk, Jon Tierney, Individually

of Great Falls, MT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of September, 2021.



WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of September, 2021, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

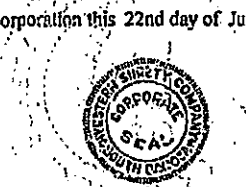
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of June, 2022.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

SUBDIVISION BOND

Bond No. 30141495

KNOW ALL MEN BY THESE PRESENTS that J R Civil LLC, 536 Kathy Lane, Billings, MT 59105 as Principal, and Western Surety Company, PO Box 5077, Sioux Falls, SD 57117 an South Dakota corporation, as Surety, are held and firmly bound unto City of Laurel, Montana as Obligee, in the sum of One Million Two Hundred Eighty Thousand Eight Hundred Three and 25/100 Dollars (\$ 1,280,803.25), for the payment of which sum, well and truly be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a written agreement dated 6/22/2022 relative to installation of improvements and other conditions as indicated, for the Subdivision known as Cherry Hills Subdivision - 3rd Filing, in Laurel, Montana and which agreement is hereby made a part hereof.

NOW, THEREFORE, if the Principal shall well and truly perform all of the terms, covenants and conditions of said agreement on its part to be performed, then this obligation shall be null and void; otherwise to remain in full force and effect.

No right of action or benefit under the Bond shall accrue to anyone other than the named Obligee. The aggregate liability of the Surety shall not exceed the amount of the Bond for any cause of reason whatsoever.

Signed, sealed and dated June 22, 2022.

J R Civil LLC
Principal

By: Jessica St. Hill, Managing Member
(Name, Title)

Western Surety Company
Surety

By: Jamie M. Roe
(Name, Title) **Jamie M. Roe**
Attorney-in-Fact



Cherry Hills Subdivision 3rd Filing Construction Cost Estimate

Bid Item	Description	Units	Quantity	Unit Price	Total
General					
101	Mobilization	LS	1	\$19,883.82	\$19,883.82
102	SWPPP Install & Removal	LS	1	\$3,485.11	\$3,485.11
Subtotal					\$23,368.93
Water Improvements					
201	6" Water Main	LF	120	\$26.46	\$3,175.20
202	8" Water Main	LF	1470	\$36.77	\$54,051.90
203	8"x8" Tee	EA	2	\$727.59	\$1,455.18
204	8"x6" Tee	EA	3	\$672.29	\$2,016.87
205	8"x12" Tee	EA	1	\$979.06	\$979.06
206	8" Bends	EA	6	\$430.81	\$2,584.86
207	8" Gate Valves	EA	12	\$1,986.98	\$23,843.76
208	12" Gate Valve	EA	1	\$3,902.54	\$3,902.54
209	8" Endcap w/2" Blow Off	EA	1	\$1,301.92	\$1,301.92
210	Connect Existing Water Main	EA	3	\$1,273.86	\$3,821.58
211	Water Service Connections	EA	27	\$635.74	\$17,164.98
212	Reconnect Existing Water Service	EA	1	\$974.05	\$974.05
213	6" Fire Hydrant	EA	3	\$6,008.10	\$18,024.30
214	Utility Crossing	EA	6	\$1,281.30	\$7,687.80
215	Abandon or Remove Curb Stop and Service	EA	3	\$385.58	\$1,156.74
216	Trench Plugs	EA	11	\$6,002.35	\$66,025.85
Subtotal					\$208,166.59
Sewer Improvements					
301	8" Sewer Main	LF	1286	\$24.66	\$31,712.76
302	48" Sewer Manhole	EA	10	\$3,695.73	\$36,957.30
303	Sewer Service Connections	EA	27	\$725.02	\$19,575.54
304	Connect Existing Sewer Main Manhole	EA	2	\$1,473.63	\$2,947.26
305	Remove Existing Sewer Line	LF	120	\$8.24	\$988.80
306	Abandon Existing Sewer Line	LF	80	\$8.22	\$657.60
307	Remove Sewer Manhole	EA	1	\$494.32	\$494.32
Subtotal					\$93,333.58

Bid Item	Description	Units	Quantity	Unit Price	Bid Total
Storm Drainage Improvements					
401	12" PVC Storm Sewer	LF	1103	\$27.28	\$30,089.84
402	15" PVC Storm Sewer	LF	184	\$35.67	\$6,563.28
403	18" PVC Storm Sewer	LF	83	\$51.49	\$4,273.67
404	30" PVC Storm Sewer	LF	485	\$95.55	\$46,341.75
405	30" Storm Sewer Cap	EA	1	\$1,540.45	\$1,540.45
406	36"x24" Storm Sewer Inlet	EA	8	\$2,965.63	\$23,725.04
407	48" Storm Sewer Comb. MH/Inlet	EA	14	\$3,022.48	\$42,314.72
408	72" Storm Sewer Manhole	EA	2	\$4,836.48	\$9,672.96
409	72" Storm Sewer Comb. MH/Inlet	EA	2	\$5,602.25	\$11,204.50
410	72" Wet Well with Pump	EA	1	\$24,187.32	\$24,187.32
411	4" Storm Sewer Perf. Pipe	LF	760	\$9.69	\$7,364.40
412	4" Storm Sewer Discharge Pipe	LF	685	\$15.30	\$10,480.50
413	6" Storm Sewer Drainage Pipe to Wet Well	LF	90	\$21.28	\$1,915.20
414	12" Dry Utility Conduits with End Caps	LF	1395	\$29.60	\$41,292.00
415	Pond Grading	CY	2450	\$4.05	\$9,922.50
416	Infiltration Bed Rock, Fabric, Final Grading	TON	240	\$54.26	\$13,022.40
417	French Drain With Fabric (6x6x6)	TON	12	\$82.06	\$984.72
418	Splash Pad with Curb (12x6) (1' Curb)	CY	4	\$484.33	\$1,937.32
Subtotal					\$286,832.57
Street Improvements					
501	Tree Removal	EA	5	\$636.32	\$3,181.60
502	Clear, Grub, Debris Removal and Stockpile	CY	810	\$2.06	\$1,668.60
503	Topsoil Stripping and Stockpiling	CY	3243	\$3.03	\$9,826.29
504	Fence Removal	LF	1450	\$1.77	\$2,566.50
505	Roadway Cut-In Excavation	CY	4725	\$4.05	\$19,136.25
506	Temp Culdesac Cut-In Excavation	CY	313	\$4.05	\$1,267.65
507	Roadways 12" Sub-Base Course	TON	4922	\$12.73	\$62,657.06
508	Roadways 6" Base Course	TON	3939	\$9.27	\$36,514.53
509	Temp Culdesac Aggregate	TON	587	\$27.41	\$16,089.67
510	Valley Gutter	LF	630	\$27.33	\$17,217.90
511	Curb and Gutter	LF	3584	\$27.33	\$97,950.72
512	Asphalt Paving	SF	68950	\$1.76	\$121,352.00
513	Signs and Posts	EA	4	\$459.29	\$1,837.16
514	Sidewalk	SF	1500	\$14.45	\$21,675.00
Subtotal					\$412,940.93
Total Construction Estimate					\$1,024,642.60

Total Bonding Requirement (125%)

\$1,280,803.25

Title 16 - SUBDIVISIONS
APPENDIX I

APPENDIX I

Final Plat Application

1. **Name of Subdivision** Cherry Hill Subdivision 3rd Filing
2. **Tax ID #** 000D125620
3. **Location**
 - a. **Legal Description: 1/4 Section, Township, and Range:** Tract 1₁ of COS 3034, N1/2 of Section 8, T2S, R24E
 - b. **General location:** Located on West Maryland Lane immediately west of Cherry Hills Sub. 2nd Filing.
4. **Name, Address & Telephone Number of Subdivider**
 - Name: Western Holdings, LLC
 - b. **Address:** PO Box 51330
Billings, MT 59105
 - c. **Telephone:** 307-752-7003
5. **Name, Address & Telephone Number of Owner**
 - a. **Name:** Western Holdings, LLC
 - b. **Address:** PO Box 51330
Billings, MT 59105
 - c. **Telephone:** 307-752-7003
6. **Plat Data**
 - a. **Gross area:** 9.37 acres
 - b. **Net area:** 6.45 acres
 - c. **Number of lots:** 28
7. **Park Requirement**
 - a. **Land:** None
 - b. **Cash:** \$10,000
8. **Date preliminary plat approved:**
9. **List of materials submitted with final application**

Required:

 - a. **Final Plat** Yes
 - b. **Subdivision Improvements Agreement** Yes
 - c. **Conditions of Approval** Yes
 - d. **Title Report** Yes

Title 16 - SUBDIVISIONS
APPENDIX I

e. Red lined check print Yes

Other: N/A

10. Deed restrictions or covenants? Yes No ; If yes, please attach copies.

11. Name, address & telephone of professional consultant(s)

Surveyor/engineer: Morrison Maierle
Address: PO Box 1113
Bozeman, MT 59717
40-587-0721

Attorney:

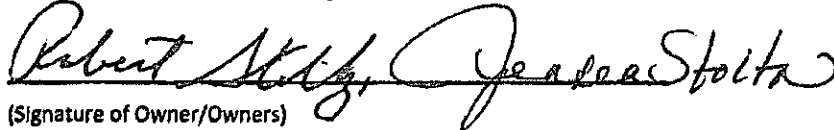
Address:

Other:

Address:

I declare that I am the owner of record and that all the statements and information contained in all exhibits transmitted herewith are true and correct. I hereby apply for approval of the final plat of:

Owner/Owners: Western Holdings, LLC



(Signature of Owner/Owners)

Owners under Contract:

(Signature of Owners under contract)

(Ord. 07-01 (part), 2007)

Subdivision Improvements Agreement

Cherry Hills Subdivision – 3rd Filing

- I. Variances (page #):
- II. Conditions that Run with the Land:
- III. Transportation:
 - A. Streets
 - B. Sidewalks
 - C. Street Lighting
 - D. Traffic Control Devices
 - E. Access
 - F. Heritage Trail Plan
 - G. Public Transit
- IV. Emergency Services:
- V. Storm Drainage:
- VI. Utilities:
 - A. Water
 - B. Sanitary Sewer
 - C. Power, Telephone, Gas, and Cable Television
- VII. Parks/Open Space:
- VIII. Irrigation:
- IX. Soils/Geotechnical Study:
- X. Phasing of Improvements:
- XI. Financial Guarantees:
- XII. Legal Provisions:

This agreement is made and entered into this 26 day of July, 2022 by and between **WESTERN HOLDINGS, LLC** (*Subdivider*), whose address for the purpose of this agreement is PO Box 51330, Billings, MT 59105, hereinafter referred to as "Subdivider," and the **CITY OF LAUREL**, 115 W 1st Street or PO Box 10, Laurel, MT 59044, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on 18 day of August, 2021, the Laurel City-County Planning Board recommended conditional approval of a preliminary plat of **Cherry Hills Subdivision – 3rd Filing**; and

WHEREAS, at a regular meeting conducted on 14 day of September, 2021, the Laurel City Council conditionally approved a preliminary plat of **Cherry Hills Subdivision – 3rd Filing**; 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 **Cherry Hills Subdivision – 3rd Filing** 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 Laurel Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Laurel, Yellowstone County, 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. A variance to utilize 60-ft rights-of-way for the Residential Local Access Road (Table 16.4.C.1). The existing rights-of-way on adjacent subdivision roads are 60 feet, and this would allow the development to match and continue those to be consistent.

II. CONDITIONS THAT RUN WITH THE LAND (*Insert any applicable conditions in the provided A, B, C format. The following are typical conditions that run with the land, which may or may not be applicable to this subdivision*):

A. Lot owners shall be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.

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 shall 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.

III. TRANSPORTATION

A. Streets

Right-of-Way (ROW) dedications shall be made for extensions of Cherry Hills Drive (60 feet) and Maryland Lane (80 feet), as well as new internal roads Heather Drive (60 feet) and Rochelle Lane (60 feet). Streets shall have widths of 33 feet edge-of-pavement to edge-of-pavement (i.e., 37' TBC to TBC) within 60-foot ROWs. 45 feet edge-of-pavement to edge-of-pavement (i.e., 49' TBC to TBC) within 80-foot ROWs. Streets shall include standard 2' catch curb and gutters on each side of the road. Some valley gutters may be required. These curb/gutter and valley gutter items shall be reviewed and approved by the City of Laurel Public Works Department prior to installation. Additionally, two temporary cul-de-sacs shall be constructed (within easements outside the subdivision) to provide adequate turnarounds for dead end streets of Cherry Hills Drive and Maryland Lane in accordance with City of Laurel regulations.

B. Sidewalks

A standard 5' sidewalk is proposed on both sides of each street. Sidewalks shall be located within the public Rights-of-Way and be located 1 foot offset from the Rights-of-Way extents.

C. Street Lighting

Streetlights are not anticipated or proposed for this development.

D. Traffic Control Devices

Stop signs shall be placed to control northbound and southbound traffic from Heather Drive and Rochelle Lane onto Cherry Hills Drive and Maryland Lane.

E. Access

Access to the subdivision will be by extensions of West Maryland Lane and Cherry Hills Drive. Future extensions of West Maryland Lane could be provided to connect to the Elena Subdivision. Lots shall include single accesses from the public Rights-of-Way. Each lot shall be limited to a single access.

F. Bike or Pedestrian Trail Plans

West Maryland Lane appears to be a Primary Bikeway (on-street bikeway). The proposed 49' TBC-TBC section for the extension of Maryland Lane should provide a bike route to provide separation between vehicles and bicyclist. The bikeway should not require markings.

G. Public Transit

No locations for public transportation will be installed within the development.

IV. EMERGENCY SERVICE

Two emergency accesses to the subdivision are proposed using Cherry Hills Drive (37' TBC-TBC) and Maryland Lane (49' TBC-TBC). These shall be paved roadways constructed to City of Laurel standards. Additionally, there will be temporary cul-de-sacs installed at the ends of each extension to provide adequate turnarounds for emergency vehicles.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the *Storm water Management Manual*, and a storm water management plan shall be submitted to and approved by the MDEQ.

No existing treatment facilities exist on the property. A retention pond is proposed to capture and treat stormwater from the subdivision as well as provide additional capacity for future development of the parcel. No other improvements are proposed to existing storm drain systems.

VI. UTILITIES

The SIA 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. 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 appropriate water and wastewater hookup fees in effect shall be submitted with the applications.

Fees shall be paid for the lots in in Cherry Hills 3rd Filing for the extension of services as per the first paragraph above. 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 Laurel Public Works Department, Fire Department, the Montana Department of Environmental Quality, and Montana Public Works Standard Specifications.

A. Water

No unique water facilities are proposed for the subdivision. Water services are proposed to be extended from the existing City of Laurel public water mains located in West Maryland Lane and Cherry Hills Drive. An isolation valve will be required at the connection with the water main in Cherry Hills Drive.

B. Sanitary Sewer

No unique sanitary sewer facilities are proposed for the subdivision. Sewer services shall be extended from the existing City of Laurel public sewer mains.

C. Power, Telephone, Gas, and Cable Television

No public services are proposed within the public right-of-way. Power, telephone, gas, and cable television services will be provided within 10-foot-wide public utility easements along lot frontages to proposed rights-of-way.

VII. PARKS/OPEN SPACE

The developer is proposing a cash-in-lieu payment of \$10,000 as a substitution for parks/open space and shall be paid concurrently with Final Platting or as required by the City of Laurel.

VIII. IRRIGATION

No irrigation districts are proposed to be affected by the development. No existing easements exist for ditches within the property. Irrigation ditches (if encountered) shall be undisturbed during construction if possible or piped using culverts. If piping is proposed, those ditches will be evaluated to maintain the required capacity. Storm water best management practices shall be implemented to prevent impacts from construction runoff as applicable.

IX. SOILS/GEOTECHNICAL STUDY

Based on a geotechnical investigation, some clays with potential expansive properties were discovered. Soils were generally soft and could require subgrade stabilization to provide adequate bearing capacity for utility installations. Conventional spread footings could be used if following the geotechnical investigation's requirements for over excavation, import of structural fill, etc. Water table was not encountered during the exploration up to depths of 18 feet.

Construction is not prevented but should incorporate structural fill recommendations as provided in the recommendations within the geotechnical report. Further investigation at specific lots or home sites could provide additional guidance on construction methods.

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 Public Works and Public Utilities Department. At this time, no financial guarantees are anticipated for required infrastructure.

XI. LEGAL PROVISIONS

- A.** Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the AGB.
- 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 apply to and shall be binding on the heirs, personal representatives, successors and assigns 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.

This Agreement is hereby approved and accepted by City of Laurel, this 2 day of August, 2022

"CITY"

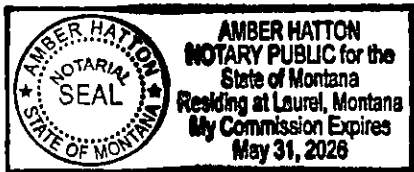
CITY OF LAUREL, MONTANA

By: [Signature]
Mayor

Attest: [Signature]
City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 2 day of August, 2022, before me, a Notary Public for the State of Montana, personally appeared David Waggoner, and Kelly Streckel, known to me to be the Mayor and City Clerk, respectively, of the City of Laurel, 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 Laurel, Montana.



[Signature]
Notary Public in and for the State of Montana
Printed name: Amber Hatton
Residing at: Laurel MT
My commission expires: May 31, 2026

Approved as to Form:

[Signature]
City Attorney



2880 TECHNOLOGY BLVD. W. • P.O. BOX 1113 • BOZEMAN, MT 59771
406.587.0721 • www.m-m.net

June 29, 2022

City Planner
City of Laurel
PO Box 10
115 West First Street
Laurel, MT 59044-0010

Re: Cherry Hills Subdivision – 3rd Filing
Estimate of Probable Construction Costs

Attached please find our estimate of probable construction costs for the Cherry Hills Subdivision – 3rd Filing.

If you have any questions or comments about the project, please feel free to contact me at (406) 922-6735 or mgagnon@m-m.net. Thank you.

Sincerely,



Martin E. Gagnon

Martin E. Gagnon, P.E.
Senior Land Development Engineer

cc: MMI File 6683.001

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Cherry Hills Subdivision 3rd Filing Construction Cost Estimate

Biditem	Description	Units	Quantity	Unit Price	Total
General					
101	Mobilization	LS	1	\$19,883.82	\$19,883.82
102	SWPPP Install & Removal	LS	1	\$3,485.11	\$3,485.11
Subtotal					\$23,368.93
Water Improvements					
201	6" Water Main	LF	120	\$26.46	\$3,175.20
202	8" Water Main	LF	1470	\$36.77	\$54,051.90
203	8"x8" Tee	EA	2	\$727.59	\$1,455.18
204	8"x6" Tee	EA	3	\$672.29	\$2,016.87
205	8"x12" Tee	EA	1	\$979.06	\$979.06
206	8" Bends	EA	6	\$430.81	\$2,584.86
207	8" Gate Valves	EA	12	\$1,986.98	\$23,843.76
208	12" Gate Valve	EA	1	\$3,902.54	\$3,902.54
209	8" Endcap w/2" Blow Off	EA	1	\$1,301.92	\$1,301.92
210	Connect Existing Water Main	EA	3	\$1,273.86	\$3,821.58
211	Water Service Connections	EA	27	\$635.74	\$17,164.98
212	Reconnect Existing Water Service	EA	1	\$974.05	\$974.05
213	6" Fire Hydrant	EA	3	\$6,008.10	\$18,024.30
214	Utility Crossing	EA	6	\$1,281.30	\$7,687.80
215	Abandon or Remove Curb Stop and Service	EA	3	\$385.58	\$1,156.74
216	Trench Plugs	EA	11	\$6,002.35	\$66,025.85
Subtotal					\$208,166.59
Sewer Improvements					
301	8" Sewer Main	LF	1286	\$24.66	\$31,712.76
302	48" Sewer Manhole	EA	10	\$3,695.73	\$36,957.30
303	Sewer Service Connections	EA	27	\$725.02	\$19,575.54
304	Connect Existing Sewer Main Manhole	EA	2	\$1,473.63	\$2,947.26
305	Remove Existing Sewer Line	LF	120	\$8.24	\$988.80
306	Abandon Existing Sewer Line	LF	80	\$8.22	\$657.60
307	Remove Sewer Manhole	EA	1	\$494.32	\$494.32
Subtotal					\$93,333.58



Biditem	Description	Units	Quantity	Unit Price	Bid Total
Storm Drainage Improvements					
401	12" PVC Storm Sewer	LF	1103	\$27.28	\$30,089.84
402	15" PVC Storm Sewer	LF	184	\$35.67	\$6,563.28
403	18" PVC Storm Sewer	LF	83	\$51.49	\$4,273.67
404	30" PVC Storm Sewer	LF	485	\$95.55	\$46,341.75
405	30" Storm Sewer Cap	EA	1	\$1,540.45	\$1,540.45
406	36"x24" Storm Sewer Inlet	EA	8	\$2,965.63	\$23,725.04
407	48" Storm Sewer Comb. MH/Inlet	EA	14	\$3,022.48	\$42,314.72
408	72" Storm Sewer Manhole	EA	2	\$4,836.48	\$9,672.96
409	72" Storm Sewer Comb. MH/Inlet	EA	2	\$5,602.25	\$11,204.50
410	72" Wet Well with Pump	EA	1	\$24,187.32	\$24,187.32
411	4" Storm Sewer Perf. Pipe	LF	760	\$9.69	\$7,364.40
412	4" Storm Sewer Discharge Pipe	LF	685	\$15.30	\$10,480.50
413	6" Storm Sewer Drainage Pipe to Wet Well	LF	90	\$21.28	\$1,915.20
414	12" Dry Utility Conduits with End Caps	LF	1395	\$29.60	\$41,292.00
415	Pond Grading	CY	2450	\$4.05	\$9,922.50
416	Infiltration Bed Rock, Fabric, Final Grading	TON	240	\$54.26	\$13,022.40
417	French Drain With Fabric (6x6x6)	TON	12	\$82.06	\$984.72
418	Splash Pad with Curb (12x6) (1' Curb)	CY	4	\$484.33	\$1,937.32
Subtotal					\$286,832.57
Street Improvements					
501	Tree Removal	EA	5	\$636.32	\$3,181.60
502	Clear, Grub, Debris Removal and Stockpile	CY	810	\$2.06	\$1,668.60
503	Topsoil Stripping and Stockpiling	CY	3243	\$3.03	\$9,826.29
504	Fence Removal	LF	1450	\$1.77	\$2,566.50
505	Roadway Cut-In Excavation	CY	4725	\$4.05	\$19,136.25
506	Temp Culdesac Cut-In Excavation	CY	313	\$4.05	\$1,267.65
507	Roadways 12" Sub-Base Course	TON	4922	\$12.73	\$62,657.06
508	Roadways 6" Base Course	TON	3939	\$9.27	\$36,514.53
509	Temp Culdesac Aggregate	TON	587	\$27.41	\$16,089.67
510	Valley Gutter	LF	630	\$27.33	\$17,217.90
511	Curb and Gutter	LF	3584	\$27.33	\$97,950.72
512	Asphalt Paving	SF	68950	\$1.76	\$121,352.00
513	Signs and Posts	EA	4	\$459.29	\$1,837.16
514	Sidewalk	SF	1500	\$14.45	\$21,675.00
Subtotal					\$412,940.93
Total Construction Estimate					\$1,024,642.60

Total Bonding Requirement (125%)

\$1,280,803.25

RESOLUTION NO. R21-101

**A RESOLUTION TO APPROVE THE PRELIMINARY PLAT OF CHERRY HILLS
SUBDIVISION, THIRD FILING, AN ADDITION TO THE CITY OF LAUREL
SUBJECT TO CONDITIONS**

WHEREAS, an application has been made to the City of Laurel for approval of the preliminary plat of Cherry Hills Subdivision, Third Filing, An Addition to the City of Laurel; and

WHEREAS, the Laurel-Yellowstone City-County Planning Board, as required by Laurel's Subdivision Regulations for subdivision and annexation review, conducted a duly advertised public hearing on August 18, 2021 at which no opposition was heard; and

WHEREAS, the Laurel-Yellowstone City-County Planning Board has recommended approval of the Preliminary Plat subject to sixteen conditions to the City Council as contained in the attached Staff Report dated August 25, 2021; and

WHEREAS, the City Council held a duly noticed public hearing regarding the preliminary plat application on September 14, 2021 where both proponents and opponents were provided an opportunity to provide testimony and/or evidence for the record; and

WHEREAS, based on the public hearing and all evidence presented and existing in the City File, the City Council of the City of Laurel has determined that it is in the best interest of the City and the inhabitants thereof, that the application for preliminary plat should be approved subject to the conditions recommended by the Planning Board.

NOW THEREFORE BE IT RESOLVED, the City Council hereby approves the preliminary plat for Cherry Hills Subdivision, Third Filing, An Addition to the City of Laurel, subject to the fifteen conditions contained in the Staff Report dated August 25, 2021, which is attached hereto and incorporated herein as part of this resolution.

Introduced at a regular meeting of the City Council on September 14, 2021, by Council Member McGee.

PASSED and APPROVED by the City Council of the City of Laurel, Montana this 14th day of September 2021.

APPROVED BY THE MAYOR this 14th day of September 2021.

CITY OF LAUREL:


Thomas A. Nelson, Mayor



LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT

TO: Laurel City-County Planning Board
FROM: Nicholas Altonaga, Planning Director
RE: Annexation and Preliminary Plat of the Cherry Hills Subdivision, 3rd Filing
DATE: August 25, 2021

DESCRIPTION OF REQUEST

Morrison-Maierle has submitted an annexation application and preliminary plat application for the Cherry Hills Subdivision, 3rd Filing on behalf of the property owner/developer. The proposed Cherry Hills Subdivision 3rd Filing is a 28-lot residential subdivision located on property west of Cherry Hills Drive and W. Maryland Lane in north-west Laurel. Approval of annexation and zone change would bring 9.37 acres of land into the City of Laurel and enable the proposed Cherry Hills Subdivision, 3rd Filing to connect to the City water, wastewater, and street system.

Owner: Goldberg Investments LLP
Legal Description: S08, T02 S, R24 E, C.O.S. 3034, PARCEL 1, IN N2 (01)
Address: Approximately 1850 East 8th Street
Parcel Size: 9.37 acres
Existing Land Use: Agricultural, vacant.
Proposed Land Use: Residential Subdivision
Existing Zoning: Residential Tracts
Proposed Zoning: Residential 7500 (R-7500)

BACKGROUND AND PROCEDURAL HISTORY

- December 18, 2021 – Morrison-Maierle submit documents for annexation and subdivision pre-application meeting.
- January 7, 2021 - Pre-Application meeting with Morrison-Maierle and City Staff
- January 12, 2021 – Staff transmitted Pre-Application meeting summary letter to Morrison-Maierle staff.
- May 25, 2021 – Cherry Hills Subdivision, 3rd Filing Annexation application and preliminary plat application submitted to the City.

- June 11, 2021 – Laurel Planning Department transmitted the Element Review letter to Morrison-Maierle. All elements required by LMC Chapter 16, Appendix F were present in the application.
- July 8, 2021 – Laurel Planning Department transmitted the Sufficiency Review letter to Morrison-Maierle. All elements required by LMC Chapter 16, Appendix F were deemed sufficient to move the application forward. Certain comments were noted by the Planning Director from city various departments.
- August 18, 2021 – A Public Hearing was held at Planning Board. The Planning Board recommended the approval of the Annexation and Preliminary plat approval of the Cherry hills Subdivision, 3rd filing with the presented staff conditions.
- September 14, 2021 – Public hearing scheduled at City Council to review the annexation application and preliminary plat application to approve, conditionally approve, or deny the applications.

STAFF FINDINGS

1. Applicant has submitted an application for annexation and preliminary plat containing all the necessary components needed for both to move forward.
2. Applicant has provided additional details of subdivision plans and documents where necessary.
3. Applicant has worked with multiple city departments to determine effectiveness of the proposed utilities for the property.
4. Applicant has provided updated documents whenever required by City departments.
5. City staff determined that the applications for annexation and preliminary plat were sufficient to move forward to Planning Board and City Council.
6. City staff have found only minor issues with the applications that require conditions of approval prior to the final plat approval stage.
7. The public noticing requirements of LMC 16.03.030 have been met.

PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

LMC Chapter 16.03.040 - Staff and Agency Review:

- A. **Review Procedure Schedule.** Upon receipt of a complete and sufficient major preliminary plat application, the planning director or designee shall schedule the plat before the city-county planning board.
- B. **Submittal Distribution.** Planning staff shall distribute the application to all affected city and county departments, local, state, and federal agencies, school districts and public utilities for review as appropriate and indicate the review timeframe. Failure of any agency to complete a review of a plat will not be the basis for denial of the plat by the AGB.
- C. **Plat Review.** The planner shall review the major subdivision plat submittal and make a staff report of issues, concerns, conditions, or recommendations and send out the list to the

planning board members with the agenda of the meeting at which the plat is to reviewed; a copy must also be sent to the subdivider or his representative.

- D. **Hearing Notice.** The planning board shall hold a public hearing on all major and applicable subsequent minor preliminary plat applications, placing a notice in a newspaper of general circulation in Laurel not less than fifteen days prior to the date of a public hearing. The planner shall also notify the subdivider and each property owner of record, and each purchaser under contract for deed of record of property immediately adjoining land included in the plat and located within three hundred feet of the proposed subdivision by certified mail not less than fifteen days prior to the date of hearing (MCA § 76-3-605(3)).
- E. **Planner's Report.** The planner shall prepare a draft findings of fact (the effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat, and public health and safety as per MCA § 76-3-608(3)(a)) for review by the planning board. The planner shall also forward the recommendation of the planning board to the AGB including basis for such recommendation and its compliance with adopted Growth Management Plan, the Bike/Ped Plan, and other adopted city and county plans and policies in writing no later than ten days after the public hearing (MCA § 76-3-605(4)).
- F. **Subsequent Hearing.** Before acting on the subdivision application, the AGB shall determine whether, subsequent to the public hearing, new information has become available or information that the public has not had a reasonable opportunity to examine. If so, the AGB may act on the subdivision application in accordance with this chapter or schedule a subsequent public hearing for consideration of only the new information that may have an impact on the findings and conclusions that the AGB will rely upon in making its decision on the proposed subdivision. The AGB may chose to hold the subsequent public hearing or may direct the planning board to hold it. In either case, the subsequent public hearing shall be held at the next scheduled meeting for which proper notice for the public hearing on the subdivision application can be provided.

If a subsequent hearing is held, the sixty- or eighty-day working day review period is suspended, and the new hearing must be noticed and held within forty-five days of the AGB's determination to hold a subsequent public hearing. The sixty- or eighty- working day review period will resume from the date of the subsequent public hearing. The governing body may not consider any information that is presented after the subsequent hearing (MCA § 76-3-615).

- G. **Subdivider's Preference.** The AGB shall give due weight and consideration to the subdivider's expressed preferences if the AGB requires mitigation of significant adverse impacts (MCA § 76-3-608(5)(b)).

In reviewing a subdivision and when requiring mitigation, the AGB may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude approval of the plat (MCA §76-3-608(5)(a)).

The AGB shall send the subdivider written notice of its decision and the reason therefore. (MCA § 76-3-608(4)).

RECOMMENDATIONS

The Planning Director recommends approval for the Annexation and Zone Change of the proposed Cherry Hills Subdivision, 3rd Filing to Residential R-7500 with the following conditions.

1. The Annexation Agreement, Waiver of Right to Protest, and the City Council Resolution approving annexation shall be filed with the Yellowstone County Clerk & Recorder within 90-days of annexation approval.
2. All construction and installation of public improvements must conform to the standards of the Laurel Department of Public Works and Montana Public Works standards.
3. All construction and installation of public improvements must be completed within two years of annexation.
4. If the public improvements are not constructed at the time of annexation, the property owner shall provide the city a bond or letter of credit that equals 125% of the estimated engineering costs for the construction of improvements. If the property owner fails to construct the improvements or to obtain the agreed upon engineering, the city shall utilize the bond or letter of credit to pay for the construction, including engineering; In accordance with GASB-34, the Developer of Landowner shall provide the city the total cost and/or value of the improvements including, but not limited to, parks, sidewalks, curb and gutter, lift stations, and sewer and water lines, that are conveyed to the city.

The Planning Director recommends that the Planning Board approve the preliminary plat for the Cherry Hills Subdivision 3rd Filing with the following conditions:

1. Preliminary Plat shall be updated with the comments noted in the Sufficiency letter dated July 8, 2021 prior to recording.
2. Subdivision Improvement Agreement shall be updated with the notes from the Sufficiency letter dated July 8, 2021, and the annotated SIA provided to the applicant prior to recording.
3. The Preliminary Plat and supporting water and wastewater design will be approved by Montana Department of Environmental Quality (MDEQ).
4. The Preliminary Plat, Subdivision Improvements Agreement, and City Council Resolution granting approval shall be filed with the Yellowstone County Clerk & Recorder within 90-days of preliminary plat approval.
5. The Roadways and Right-of-Ways shall be constructed to the specifications presented in the plat plan and supporting documentation.
6. This Preliminary Approval shall be valid for 3 calendar years.
7. Hydrant flow tests must be approved by the City and its contracted engineer.
8. Verification must be provided to the City for the water modelling noted by the engineer in the field
9. Water model exhibits must be provided to and approved by the City showing the system characteristics and modeled properties compared to measured properties
10. Wastewater/Sewer analysis must be provided to and approved by the City.

11. A map of pre-developed stormwater conditions including the boundary, routing, and calculations must be provided to and approved by the City.
12. Water quality storm volumes and calculation sheets shall be provided to the City.
13. Confirmation is provided that the developer is willing to take on the liability of the recommendations of the Geotechnical Report dated 2006.
14. The conditions of the Geotechnical report shall be followed during the construction of the public infrastructure.
15. A Weed Management Plan shall be prepared for the project and approved by the Yellowstone County Weed District.

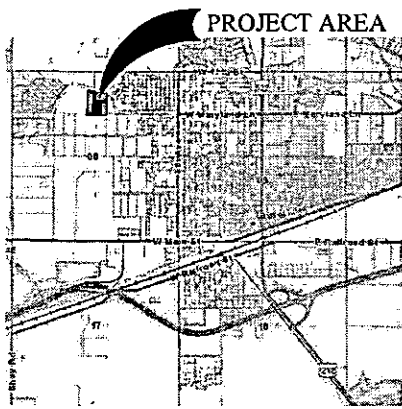
ATTACHMENTS

Annexation and Zone Change:

1. Annexation Application cover Letter
2. Annexation Application Form
3. Annexation Agreement
4. Waiver of Right to Protest

Cherry Hills Subdivision, 3rd Filing:

1. Cover Sheet
2. Preliminary Plat Application
3. Adjacent Property owners list
4. Draft Subdivision Improvements Agreement
5. Environmental Assessment
6. Traffic Impact Study
7. Lot Layout
8. Geotechnical Report
9. Subdivision Bylaws
10. Homeowners Association Bylaw
11. ROW Easement documents
12. LMC 16.03 – Subdivision Review Procedures
13. LMC 16.04 – Development Requirements
14. Element Review letter - Cherry Hills Subdivision, 3rd Filing (June 11, 2021)
15. Sufficiency Review letter – Cherry Hills Subdivision, 3rd Filing (July 8, 2021)
16. KLJ. Inc Preliminary Plat Review Comments letter (July 6, 2021)



VICINITY MAP
NOT TO SCALE

SUBDIVISION IMPROVEMENTS AGREEMENT
(CHERRY HILLS-3RD FILING)

THIS AGREEMENT IS MADE AND ENTERED INTO THIS DAY OF _____, 2022, BY AND BETWEEN WESTERN HOLDINGS LLC, WHOSE ADDRESS FOR THE PURPOSES OF THIS AGREEMENT IS PO BOX 5130, BILLINGS MONTANA, HEREINAFTER REFERRED TO AS "SUBDIVIDER," AND THE CITY OF LAUREL, MONTANA, HEREINAFTER REFERRED TO AS "CITY."

CERTIFICATE ACCEPTING CASH DONATION IN LIEU OF LAND DEDICATION

Finding, resolution or approval within the project area of The Cherry Hills Subdivision, 3RD Filing would be undesirable for park and playground purposes, it is hereby ordered by the city commissioner of the City of Laurel, that land dedication for such purposes be waived and that cash-in-lieu, in the amount of \$ 10,000.00 dollars, be accepted in accordance with the provisions of the Montana, Subdivision and Paving Act (MCA 76-3-101 through 76-3-623) and the Laurel Municipal Code.

Dated this _____ day of _____, 2022.
City of Laurel Director of Parks and Recreation

FINAL PLAT
CHERRY HILLS SUBDIVISION - 3RD FILING
TRACT 1 OF CERTIFICATE OF SURVEY No. 3034,
SITUATED IN THE NORTH ONE HALF OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 24 EAST,
PRINCIPAL MERIDIAN, YELLOWSTONE COUNTY, MONTANA.

ZONING: CITY OF LAUREL, RESIDENTIAL - 7500
OWNER: WESTERN HOLDINGS, LLC, PO BOX 5130, BILLINGS, MT 59105
SUBDIVIDER: WESTERN HOLDINGS, LLC, PO BOX 5130, BILLINGS, MT 59105
PURPOSE: TO CREATE A SUBDIVISION FOR RESIDENTIAL USE

NOTICE OF LAUREL PLANNING BOARD APPROVAL

STATE OF MONTANA)
County of Yellowstone)
The plat has been approved for filing by the Laurel City/County Planning Board and conforms to the recommendations of the Board.
Planning Director
Dated This _____ day of _____, 2022.

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
County of Yellowstone)
I, Mayor of the City of Laurel, do hereby certify that we have examined the Plat of The Cherry Hills Subdivision, 3RD Filing, and find that said plat has been duly reviewed, and has been found to conform to the requirements of the MSPA, Section 76-3-101, et seq., MCA, and the City of Laurel Subdivision Regulations.
DATED THIS _____ day of _____, 2022.

Mayor, City of Laurel
Ald. _____
City Clerk

CERTIFICATE OF LAUREL CITY ATTORNEY

This document has been reviewed by the Laurel City Attorney's office and is compliant with law.
By: _____ Dated This _____ day of _____, 2022.

CERTIFICATE OF APPROVAL BY CITY ENGINEERS OFFICE

I hereby certify that I have examined the annexed and foregoing Plat OF CHERRY HILLS SUBDIVISION, 3RD FILING, for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining lots and parts of the City of Laurel already platted as nearly as circumstances will permit.
I further certify that the annexed and foregoing plat conforms with Section 76-4-105(2)(b), M.C.A., for the removal of sanitary resources since the law will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.
IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____, 2022.

City Engineers Office

ANNEXATION RESOLUTION DOCUMENT No. _____

SUBDIVISION IMPROVEMENTS AGREEMENT DOCUMENT No. _____

CERTIFICATE OF SURVEYOR

I, the undersigned, Kyle L. Thompson, Montana Professional Land Surveyor License No. 13109LS, do hereby certify that the within _____ and _____ I surveyed The Cherry Hills Subdivision, 3RD Filing, and drew the same as shown on the accompanying plat and as described in accordance with the provisions of the Montana Subdivision and Paving Act (MCA 76-3-101 through 76-3-623), and the Laurel Municipal Code. Along with said Subdivision, description of boundaries and dimensions being accordance with the Certificate of Dedication and as shown on the Plat, that the monuments found and set are of the character and occupy the positions shown thereon and that the gross area is 18.07 acres (787128.20 sq. ft.) and the net area is 9.37 acres (787128.20 sq. ft.).
Dated this _____ day of _____, 2022.

Kyle L. Thompson, P.L.S.
MT Reg. #13109LS
Morrison-Maierle, Inc.

Submitted and sworn to before me, a Notary Public in and for the State of Montana, this _____ day of _____, 2022.

(Signature of Notarial Officer)

Notary's name - typed, stamped or printed
Notary Public for the State of Montana
Residing at _____, Montana
By commission expires _____

CERTIFICATE OF EXEMPTION FROM MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW

The Cherry Hills Subdivision, 3RD Filing, Yellowstone County, Montana, is within the City of Laurel, Montana, a second class municipality, and within the planning area of the Laurel which was adopted pursuant to Section 76-3-101 et seq., MCA, and can be provided with adequate storm water drainage and adequate municipal facilities. Therefore under the provisions of Section MCA 76-4-125, this survey is excluded from the requirement for Montana Department of Environmental Quality review.
Dated this _____ day of _____, 2022.

Director of Public Works
City of Laurel, Montana

CERTIFICATE OF COUNTY TREASURER

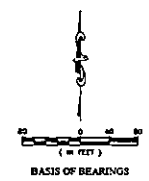
I, Treasurer of Yellowstone County, Montana, do hereby certify that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be surveyed have been paid.
Dated this _____ day of _____, 2022.

Treasurer
Yellowstone County, Montana

CERTIFICATE OF CLERK AND RECORDER

I, Clerk and Recorder of Yellowstone County, Montana, do hereby certify that the foregoing instrument was filed in my office on _____ (DATE), _____ (M.O., OF M.), this _____ day of _____, 2022, and received in Book _____ of Plats at page _____ Records of the Clerk and Recorder, Yellowstone County, Montana.
Dated this _____ day of _____, 2022.

Clerk and Recorder
Yellowstone County, Montana



LEGEND

- PLAT CORNER POINTS ESTABLISHED FROM PIONEER METEOROLOGICAL AND PIONEER PLATS OF SURVEY
- Found within 54 in. Area
- Found Yellow Plumb Cop
- Found 3/8 in. Area
- Found 1/2 in. Area

AREA SUMMARY

LOT AREAS:	6.45 ACRES
OPEN SPACE & PARKLAND:	0.00 ACRES
PROPOSED RIGHTS-OF-WAY:	2.92 ACRES
TOTAL AREA:	9.37 ACRES

SITE DATA

PROPOSED LOTS =	28
MIN. LOT AREA =	7,809
MAX. LOT AREA =	23,834
EXISTING ZONING =	RESIDENTIAL
PROPOSED ZONING =	RESIDENTIAL 7500
EXISTING LAND USE =	AGRICULTURAL
PROPOSED LAND USE =	RESIDENTIAL 7500

ROAD LENGTH SUMMARY

CHERRY HILLS DR:	529.41 LF
MARYLAND LN:	562.88 LF
STREET ROCKELLE LN:	435.09 LF
STREET HEATHER DR:	461.77 LF
TOTAL LENGTH:	1,989.15 LF

ENGINEER: MORRISON-MAIERLE INC.
SURVEYOR: MORRISON-MAIERLE INC.

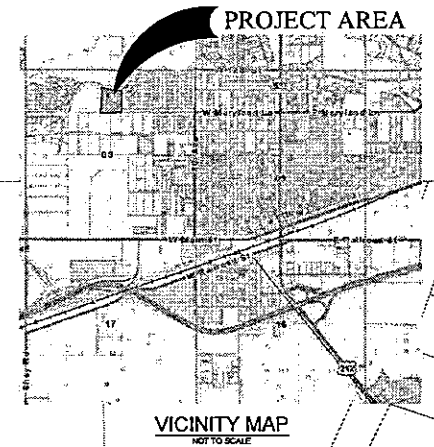
Morrison Maierle

1000 N. 10th Street, Billings, MT 59102
406.251.1111
www.morrisonmaierle.com

FILE NO.	SECTION	CONTRACT NO.	DRAWING NO.
1000	28		1

PRINCIPAL MERIDIAN, MONTANA
YELLOWSTONE COUNTY, MONTANA
PLATTED DATE: 2/20/2022
CHECKED BY: MJD
DATE: 2/20/22
SCALE: 1" = 40'
PROJECT: 2022.001
CLIENT: WESTERN HOLDINGS LLC
DRAWING NAME: N:\2022\1000\CAD\Comp\Plat 28\2803_001_Cherry Hills 3rd Filing PLAT.dwg

FINAL PLAT
CHERRY HILLS SUBDIVISION - 3RD FILING
 TRACT 1 OF CERTIFICATE OF SURVEY No. 3034,
 SITUATED IN THE NORTH ONE HALF OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 24 EAST,
 PRINCIPAL MERIDIAN, YELLOWSTONE COUNTY, MONTANA.



PARCEL CURVE DATA			
SEGMENT	LENGTH	RADIUS	DELTA
C1	52.50	170.00	017°41'54.8"
C2	22.59	310.00	004°10'50.7"
C3	99.86	310.00	007°22'02.2"
C5	83.81	486.00	017°51'31.4"
C7	48.40	658.89	007°13'28.6"
C8	48.40	658.89	007°13'28.6"
C9	80.01	840.00	004°05'38.3"
C10	25.58	435.00	003°20'33.8"
C11	85.57	435.00	011°16'15.8"
C12	26.80	840.00	001°36'38.0"
C13	26.50	850.00	004°3'48.1"
C14	8.42	230.00	002°05'52.7"
C15	62.60	230.00	015°35'41.8"
C16	50.58	250.00	011°32'22.8"
C17	58.14	845.00	007°31'30.1"
C18	88.89	845.00	001°16'08.2"
C19	87.58	840.00	005°58'25.0"
C20	112.14	942.38	009°41'47.3"
C21	18.75	940.00	001°08'34.5"
C22	58.70	780.00	004°18'27.5"
C23	75.04	780.00	005°39'25.2"
C24	43.82	780.00	002°27'15.1"
C25	35.43	2713.61	007°44'53.4"
C26	78.20	2837.38	001°12'13.7"
C27	16.85	840.00	001°22'28.4"
C28	77.74	1005.00	004°25'54.3"
C29	78.51	1005.00	004°21'41.8"

PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	89.29	S01°48'24.8"W
L2	67.64	N01°48'24.8"E
L3	22.83	N01°48'24.8"E
L4	28.12	S18°29'58.4"W
L5	85.06	S18°29'58.4"W
L6	3.75	S18°29'58.4"W
L7	40.48	S07°57'26.5"W
L8	10.91	N18°29'58.4"E
L9	87.88	N18°29'58.4"E
L10	36.14	N18°29'58.4"E
L11	38.25	N07°19'32.5"E
L12	18.35	S07°19'32.5"W
L13	24.77	N07°19'32.5"E
L14	104.70	N07°19'32.5"E
L15	113.15	S07°19'32.5"W
L16	25.48	S01°34'03.7"E
L17	12.40	N01°34'03.7"W
L18	88.24	N01°34'03.7"W
L19	91.18	S01°34'03.7"E
L20	33.59	N02°47'46.4"W
L21	45.76	N02°47'46.4"W

ZONING
CITY OF LAUREL
RESIDENTIAL - 7500

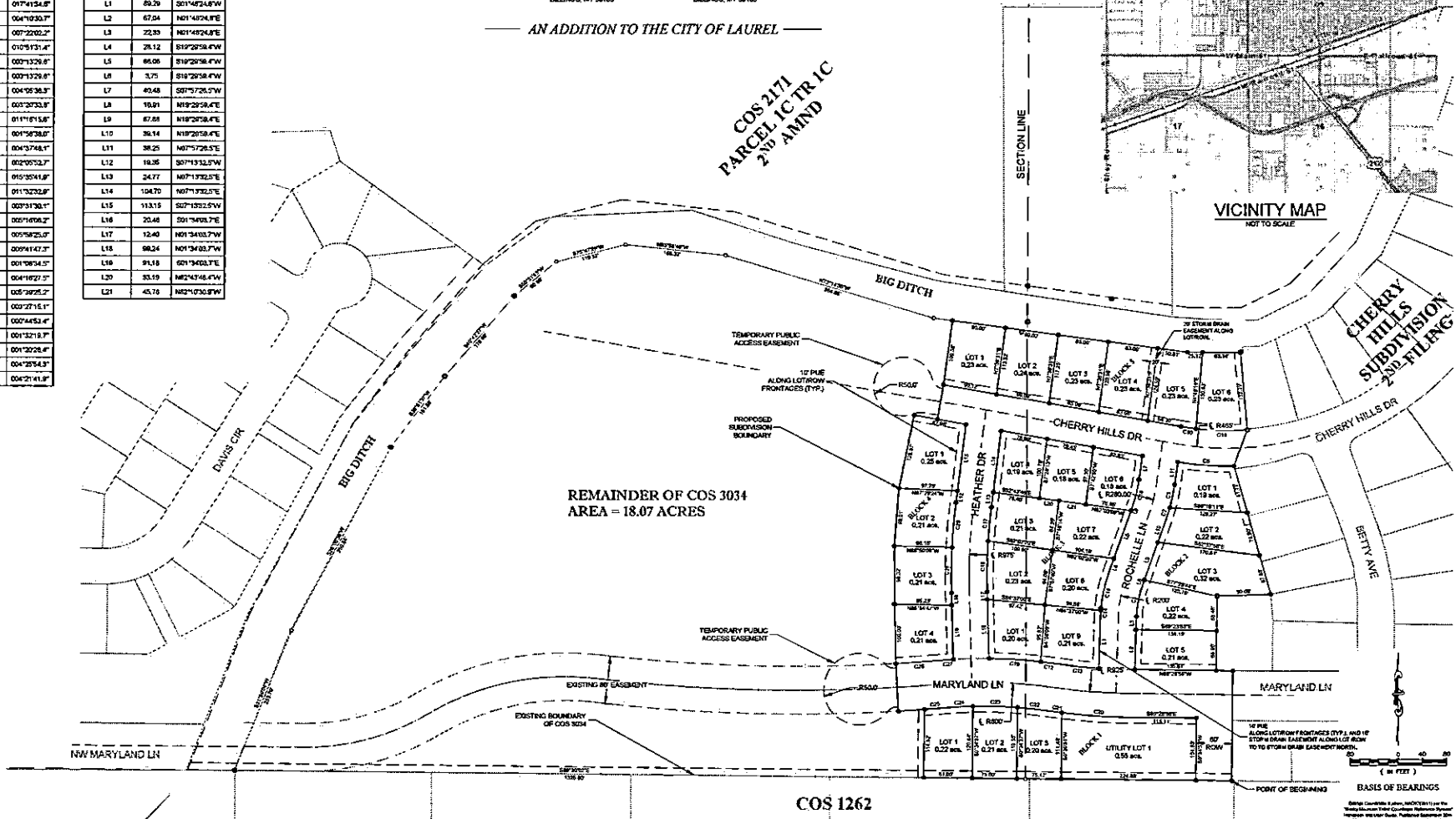
OWNER
WESTERN HOLDINGS, LLC
PO BOX 51130
BILLINGS, MT 59105

SUBDIVIDER
WESTERN HOLDINGS, LLC
PO BOX 51130
BILLINGS, MT 59105

PURPOSE
TO CREATE A SUBDIVISION FOR
RESIDENTIAL USE

AN ADDITION TO THE CITY OF LAUREL

COS 2171
PARCEL 1C TR 1C
2ND AMND



LEGEND	
	PLAS CURVE POSITION
	DETAIL SHOWN TO THE POINTS
	POINTS OF BEGINNING
	PROPOSED RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	PROPOSED LOT
	EXISTING LOT

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TOTAL LENGTH:	1,989.15 LF

 MORRISON MAIERLE INC. 1000 N. 10TH ST. BILLINGS, MT 59102 TEL: (406) 251-1111 FAX: (406) 251-1112 WWW.MORRISONMAIERLE.COM	DATE: 07/20/21 SCALE: 1" = 80' PROJ. #: 6663.001	SHEET: 2 OF 2 TOWNSHIP: 2S RANGE: 24E
	FIELD WORK: MMS DRAWN BY: LHM CHECKED BY: MMS	DATE: 07/20/21 SCALE: 1" = 80' PROJ. #: 6663.001

ENGINEER: MORRISON MAIERLE INC.
 SURVEYOR: MORRISON MAIERLE INC.

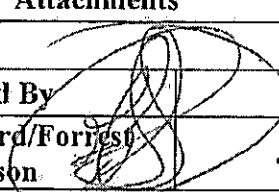
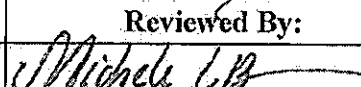



BASES OF BEARINGS
 ALL BEARINGS ARE MEASURED TO THE
 NEAREST HUNDREDTH OF A DEGREE
 UNLESS OTHERWISE NOTED.
 ALL DISTANCES ARE IN FEET
 UNLESS OTHERWISE NOTED.
 THIS PLAT IS SUBJECT TO ALL
 RECORDS AND INSTRUMENTS
 ON FILE IN THE PUBLIC RECORDS
 OFFICE OF YELLOWSTONE COUNTY,
 MONTANA.

City of Laurel Planning Department

115 West First Street
Laurel, Montana 59044
Phone: (406)628-4796

ROUTING/COMMENT REQUEST FORM

Attached are a plat and documents submitted to our office for review and comment. Please review these documents and forward it to the next department. Comments can be made in the project text section for this project. For further information contact Kurt Markegard at 628-4796 ext. 5305 or via e-mail at kmarkegard@laurel.mt.gov

Flat Plat Cherry Hills Subdivision 3rd Filing			Yellowstone County
Tract 1 of Certificate of Survey No. 3034 Cherry Hills Subdivision 3rd Filing			City of Laurel
Status	Type of Subdivision/Survey	Gross Acreage	
Check Print	Final Plat Check print	9.37 Acres	
Applicant	Phone	Surveyor/Engineer	Phone
Western Holdings LLC	406-628-4796 ext. 5305 (Planning)	Morrison Maierle	406-922-6735
Attachments			
<input checked="" type="checkbox"/> Checkprint (1X)			
Planning Department	Reviewed By	Date R/C	Date out
	Kurt Markegard/Forrest Sanderson 	June 22, 2022	JUNE 29, 2022 JUNE 28, 2022
Comments: Annexation to City of Laurel and adjoining rights of way			
Laurel City Attorney	Reviewed By:	Date R/C	Date Out
		29 JUNE 22	
Comments:			
Riverstone Health	Reviewed By	Date R/C	Date Out
Comments:			
County Treasurer	Reviewed By	Date R/C	Date Out
		6/30/22	6/30/22
Comments:			
County Attorney	Reviewed By	Date R/C	Date Out
NA	NA	NA	NA
Comments:			
GIS Department	Reviewed By	Date R/C	Date Out
		7-1-22	
Comments:			
County Public Works	Reviewed By	Date R/C	Date Out
NA			
Comments:			
Clerk and Recorder	Reviewed By	Date R/C	Date Out
		7/6	7/8
Comments:			

Comments For Cherry Hills Sub 3rd Fil from YC GIS Department (7/1/22):

1. Road names are not correct.
 - a. Maryland Ln needs to be corrected to W. Maryland Ln.
 - b. We will not accept "Heather Dr" as that is already being used in the county. Please visit this website
<https://www.yellowstonecountymt.gov/mapping/Roadnames/roadnames.asp>
for all names that are being used. The new road name must be unique and not sound like another road name that is on the list.
2. I don't believe that there is an actual road easement for W. Maryland Ln going all the way to the Big Ditch. If there is, please provide document numbers.
3. A few things need to happen first before this plat goes through:
 - a. If this is getting annexed that needs to go through first or else this is still in the county and all county departments should look at it.
 - b. The current zoning is R200. Not sure what the restrictions are for that, but the plat mentions R7500. A zone change needs to happen first, whether if that is tied to the annexation or not.
4. I don't think it is a good idea to leave a remainder piece of land (in this case CS 3034 TR 1). It would be better to just survey that whole area and call the remainder Block 4 Lot 5 or something like that.
5. It has been discussed that there needs to be a plan in place to deal with the inevitable meetup of W. Maryland and NW Maryland Ln, when there is a W. Maryland Ln. just to the south of NW Maryland Ln. before this plat becomes finalized.
6. I would suggest keeping the flow of the blocks and lots with Cherry Hills 2nd Fil, ex. Block 5 lot 1-6 would be Block 15 lots 12-17 and would go the other way to keep with the flow and so on and so forth. That way, in all the Cherry Hills complex (all the filings), there is no duplicate block numbers.

July 8, 2022 (Clerk and Recorder)

Reviewed the check print for Cherry Hills Subdivision, 3rd Filing, prepared by Morrison Maierle. The purpose of the plat is to create a major subdivision. Western Holdings Company, LLC owns the tract that will be subdivided. There are several items that will need to be addressed before a final plat can be submitted.

1. Remove "Final Plat" reference from title block. ¼ section needs to be identified in the title block.
2. Remove both Clerk and Recorder and City Engineering title blocks from face of plat.
3. An SIA, title report, or necessary consent documents don't accompany the check print. All will need to be completed and submitted with the final plat.
4. A signature block needs to be added for Western Holdings Company, LLC. The signature line and the notary block will need to include the title or authorized capacity of the person signing.
5. There is a signature block for Gerald A. and Ardis M. Neumann. It isn't clear if they have interest in the property. If not, remove signature block.
6. GIS has made several comments that will need to be addressed prior to submittal.
7. A review of the SIA is advised before submittal.
8. All assessed taxes will need to be paid in full at the time of filing.

(Laurel – Cherry Hills)