

Inter-office Original to:

City of Bozeman
Planning Department
P.O. Box 1230
Bozeman, MT 59771-1230

2493553

Page: 1 of 17 10/02/2014 10:46:37 AM Fee: \$17.00
Charlotte Mills - Gallatin County, MT IMP



**IMPROVEMENTS AGREEMENT
AMENDED PLAT OF MEADOW CREEK PHASE 1 MAJOR SUBDIVISION**

THIS AGREEMENT is made and entered into this 22 day of September, 2014, by and between DA Land Company, LLC 1871 South 22nd Suite 4 Bozeman, MT 59718, hereinafter called the "Subdivider", and the City of Bozeman, a Municipal Corporation and political subdivision of the State of Montana, with offices at 411 East Main Street, P.O. Box 1230, Bozeman, MT 59771-1230, hereinafter called the "City".

WHEREAS, it is the intent and purpose of the Subdivider to meet the conditions of approval of a major subdivision preliminary plat application AMENDED PLAT OF MEADOW CREEK PHASE 1 MAJOR SUBDIVISION to subdivide approximately 10.45 acres into approximately 42 lots, streets, alleys, and open space on property located southeast of the intersection of South 27th Avenue and Kurk Drive and legally described as the Amended Plat of Lots 8-15, Block 5 & Lots 14-18, Block 9, Meadow Creek Subdivision Phase 1 located in the Southeast One-Quarter (SE ¼) of Section 23, Township Two South (T2S), Range Five East (R5E), P.M.M. Gallatin County (see attached for detailed legal description); and

WHEREAS, it is the intent of the Subdivider to obtain Final Plat approval; and

WHEREAS, it is the intent and purpose of both the Subdivider and the City to hereby enter into an Agreement which will guarantee the full and satisfactory completion of the required improvements on the property hereinafter described; and it is the intent of this Agreement, and of the parties hereto, to satisfy the requirements and guarantee improvements for the conditional approval of said subdivision application.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained

herein, it is hereby agreed as follows:

1. Property Description

This Agreement pertains to and includes those properties which are designated and identified as: The Amended Plat of Lots 8-15, Block 5 & Lots 14-18, Block 9, Meadow Creek Subdivision Phase 1 located in the Southeast One-Quarter (SE ¼) of Section 23, Township Two South (T2S), Range Five East (R5E), P.M.M. Gallatin County (see attached for detailed legal description).

2. Improvements and Time for Completion of Improvements

This Agreement includes all on-site and off-site subdivision improvements as shown in the Preliminary Plat Application, as conditioned in the Preliminary Plat approval, and as required by the Bozeman Municipal Code. Improvements include those below and listed in the attached Exhibit A, which is made part of this agreement. The list and cost of said improvements has been estimated by DOWL HKM, 2090 Stadium Drive, Bozeman, MT 59715.

The Subdivider hereby agrees that the following improvements must be installed within one (1) year of the City Commission final plat approval: Transportation facilities (streets, street lights, trails, sidewalks adjacent to public lands, etc.), parks and common open space facilities and landscaping. The Subdivider hereby agrees that sidewalks adjacent to individual lots must be installed within three (3) years of the City Commission final plat approval, or with Building Permits and prior to occupancy for individual lots, whichever occurs first. In any event, all required improvements shall be completed within the time frame provided herein for the completion of the improvements in order to avoid default on the method of security.

3. Financial Guarantee

It is the Subdivider's intent to file the final subdivision plat prior to the completion of street light improvements and landscape improvements adjacent to South 27th Avenue and within the common areas. Therefore, this Agreement shall be secured by a **financial guarantee valid for at least eighteen (18) months which is one hundred and fifty (150) percent of the estimated cost of**

said improvements. The financial guarantee is in the form of a irrevocable letter
of credit issued by Mountain West Bank, N.A., Box

10850, Bozeman, MT 59719, in the amount of \$ 141,632.25 No. 87 dated August 26, 2014.

4. Inspection

Representatives of the City shall have the right to enter upon the property at any reasonable time in order to inspect it and to determine if the Subdivider is in compliance with this Agreement, and the Subdivider shall permit the City and its representatives to enter upon and inspect the property at any reasonable time.

5. Default

Time is of the essence for this Agreement. If the Subdivider shall default in or fail to fully perform any of its obligations in conformance with the time schedule under this Agreement, and such default or failure shall continue for a period of thirty (30) days after written notice specifying the default is deposited in the United States mail addressed to the Subdivider at DA Land Company, LLC 1871 South 22nd Suite 4 Bozeman, MT 59718, or such other address as the Subdivider shall provide to the City from time to time, without being completely remedied, satisfied, and discharged, the City may elect to enforce any of the following specified remedies:

- a. The City may, at its option, declare the financial guarantee to be forfeited and secure the complete construction and inspection of the improvements described herein. The City's representative, contractors, and engineers shall have the right to enter upon the property and perform such work and inspection, and the Subdividers shall permit and secure any additional permission required to enable them to do so. In the event that any funds remain from the financial guarantee upon completion of all improvements, such funds shall be promptly returned to the Subdividers.
- b. The City may enforce any other remedy provided by law.

6. Indemnification

The Subdivider shall indemnify, hold harmless, and defend the City of Bozeman against any and all claims, at Subdivider's own expense, arising out of or resulting from the acts or omissions of Subdivider or his/her agents, employees, or contractors, whether negligent or otherwise, in connection with the performance of work described in this agreement. The City shall be responsible for any claims arising from negligence or willful misconduct on the part of the City or its agents or employees, except the Subdivider shall be responsible for those claims of negligence and misconduct arising from the Subdivider, his/her agents, or employees not providing to the Municipality, its agents or employees, information relevant to the subject matter of this agreement. The parties shall cooperate in the defense of Claims and shall furnish records, information, and testimony and attend proceedings, as may be reasonably necessary.

7. Warranty

The Subdivider shall warrant against defects of all improvements and that these improvements are made in a good and workman-like manner for a period of one (1) year from the date of their written acceptance by the Governing Body.

8. Governing Law and Venue

This Agreement shall be construed under and governed by the laws of the State of Montana. In the event of litigation concerning this Agreement, venue is in the Eighteenth Judicial District Court, Gallatin County, State of Montana.

9. Attorney's Fees

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, then the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees, salary and costs of in-house counsel including City Attorney.

10. Modifications or Alterations

No modifications or amendment of this Agreement shall be valid, unless agreed to in writing by the parties hereto.

11. Invalid Provision

The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

12. No Assignment

The responsibilities and benefits of this Agreement to the Subdividers may not be assigned without the express written approval of the City. Such approval may not be withheld unreasonably, but any unapproved assignment is void. There is no prohibition on the right of the City to assign its rights under this Agreement. The City shall release the original Subdividers from their liability under this agreement if it accepts and approves a proper assignment from any developer or lender who obtains the property.

13. Successors

Except as provided in paragraph 12, this Agreement shall be binding upon, enure to the

benefit of, and be enforceable by the parties hereto and their respective heirs, successors and assigns.

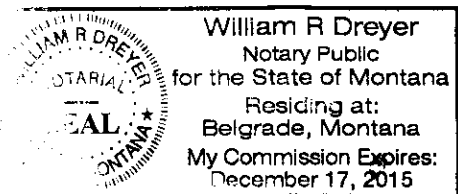
14. **Filing**

The Subdivider shall have this Agreement recorded in the Office of the Gallatin County Clerk and Recorder at the same time the Final Plat is filed.

PROPERTY OWNER CORPORATION

DA Land Company, LLC
Managing Member

STATE OF Montana)
 :SS
County of Gallatin)



On this 9th day of September, 2014, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Andy Rowe, known to me to be the Managing Member of DA Land Company, LLC, the corporation that executed the within instrument, and acknowledged to me that he executed the same for and on behalf of said corporation.

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

(Seal)

William R Dreyer
(Signature above)

William R Dreyer
(Printed Name above)

Notary Public for State of Montana

Residing at: Belgrade Montana

Commission Expires: December 17, 2015

(Use 4 digits for expiration year)

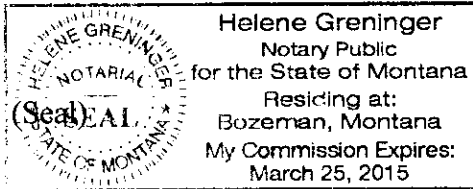
THE CITY OF BOZEMAN

Wendy Thomas, AICP
Planning Director

STATE OF MONTANA)
 :SS
County of Gallatin)

On this 17th day of September, 2014, before me, a Notary Public for the State of Montana, personally appeared Wendy Thomas, AICP, known to me to be the person described in and who executed the foregoing instrument as Planning Director of the City of Bozeman, whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on the day and year first written above.



Helene Greninger
(Signature above)
Helene Greninger
(Printed Name above)
Notary Public for State of Montana
Residing at: Bozeman
Commission Expires: 03/25/2015
(Use 4 digits for expiration year)

Exhibit A: Legal Description**DESCRIPTION**

Beginning at the Northeast corner of the tract herein described, from which the Center East 1/16 corner of section 23 bears North 59°16'31" East, 774.13 feet; thence from said Point of Beginning South 0°10'55" West, 168.20 feet; thence South 20°39'10" East, 43.91 feet; thence South 20°39'07" East, 21.94 feet; thence South 12°09'35" East, 169.44 feet; thence South 5°36'45" West, 45.02 feet; thence South 1°55'12" East, 46.11 feet; thence South 12°23'58" West, 147.06 feet; thence South 1°15'06" West, 139.14 feet; thence South 14°08'05" West, 103.23 feet; thence South 3°54'51" East, 60.13 feet; thence South 9°23'00" East, 55.89 feet; thence South 60°49'37" East, 38.13 feet; thence South 8°46'51" West, 51.78 feet; thence South 8°46'58" West 90.03 feet; thence South 3°22'25" East, 149.45 feet; thence South 21°02'24" East, 31.95 feet; thence South 21°02'14" East, 77.41 feet; thence South 20°58'15" East, 11.53 feet; thence South 11°55'47" East, 129.11 feet; thence South 58°14'37" West, 116.32 feet; thence South 39°19'34" West, 91.70 feet; thence South 22°34'20" West, 18.41 feet; thence South 21°52'15" West, 113.40 feet; thence South 12°11'21" East, 41.61 feet; thence South 89°45'03" West, 143.25 feet; thence North 0°10'53" East, 896.91 feet; thence North 0°10'44" East, 60.01 feet; thence North 0°10'54" East, 868.01 feet; thence North 89°49'31" East 212.73 feet; thence on a curve to the left having a Radius of 180.00 feet, an Arc Length of 22.92 feet, and whose long chord bears North 86°10'41" East, to the Point of Beginning in all containing a gross area of 10.776 Acres, less the established Right-of-Way of Kurk Drive, a net area of 10.450 Acres more or less.

EXCEPTING AND RESERVING, SUBJECT TO AND TOGETHER WITH, all utility easements as shown on this plat, and subject to all recorded and unrecorded easements.

Exhibit B: Cost Estimate

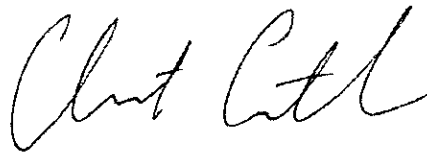
Exhibit B

ENGINEER'S CERTIFICATE
REGARDING
Incomplete Subdivision Infrastructure
Amended Plat Meadow Creek Subdivision Phase 1

August 20, 2014

This document relates to the above referenced parcel of land being located in the SE ¼ of Section 23, T2S,R5E City of Bozeman, Gallatin County, Montana.

The incomplete work as of the above date includes sidewalk adjacent to private lots, common open space improvements, landscaping, and street improvements including street lighting, signage and striping for the Amended Plat Meadow Creek Subdivision Phase 1 infrastructure. Also attached is the schedule of values, based on bid schedules for this project. Unit prices show that the total improvements amount totals \$168,796.50. I certify that based on existing conditions at this time in Bozeman the attached bond amount estimate totaling \$253,194.75 is a realistic cost for the improvements outlined above.



Respectfully Submitted
Clint Litle, P.E.



Amended Plat Meadow Creek Subdivision Phase 1

August 20, 2014

Item No.	Description	Est. Quantity	Unit	Unit Price	Amount
Street Improvements					
1	Street Lighting Improvements	1	LS	\$ 38,875.00	\$ 38,875.00
2	Signage Improvements	1	LS	\$ 13,150.00	\$ 13,150.00
3	Striping Improvements	1	LS	\$ 15,875.00	\$ 15,875.00
4	Internal Lot Sidewalks	17500	SF	\$ 4.25	\$ 74,375.00
					<u>\$ 142,275.00</u>
Landscape Improvements					
5	South 27th Avenue frontage and Common Areas				
	Land Scaping (Granite Peak)	1	LS	\$ 10,271.50	\$ 10,271.50
	Irrigation (Stay Green)	1	LS	\$ 16,250.00	\$ 16,250.00
					<u>\$ 26,521.50</u>
	Total				\$ 168,796.50
	1.5 times amount				\$ 253,194.75
	Sidewalk bonding amount (42-month)				\$ 111,562.50
	Infrastructure bonding amount (18-month)				\$ 141,632.25

Prepared by:

Clint Little, P.E.

DOWL HKM

Reviewed & approved by

Project Engineer
City of Bozeman

August 1, 2014

RE: Meadow Creek Subdivision-Phase 1A

Please be advised we are quoting the following prices on the above project.

Preformed Flint Pre Mark Tape & Curb Paint	Lump Sum	\$ 15,875.00
Striping per plan sheets S-1 revised 5/12/14 eliminating stop bars and crosswalks in 3 locations on South 26th.		
Striping prices include ONE Mobilization, each additional at		\$ 2,250.00

TERMS

- Prices include materials and application.
- Prices include Liability Insurance, Workmans Comp Insurance, and GRT.
- No Retainage to be withheld from payments to Arrow Striping.
- Prices do not include surveying.
- Epoxy and Paint prices do not include sweeping.
- Curb painting prices include cleaning loose paint & dirt from curb. All other cleaning done by others.
- ARROW STRIPING AND MFG., IS A CERTIFIED DBE.

Sincerely;

Arrow Striping & Mfg., Inc.
Dennis McCarthy

Accepted
Chas. P. H. 8-5-14

PO Box 31793
Billings, MT 59107

Mountain West



(406) 256-0199
Fax (406) 256-8081

HOLDING COMPANY

DBA. Bridger Signaling & Supply

290 Pronghorn Trail #6 Bozeman, MT 59718 (406)522-3833 office (406)522-3943 fax

Please consider this quote:

To: Dowl Hkm

4-Aug-14

Contact: Brandon Duffey

Job: South 26th Ave signs

Accepted 8-5-14

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	Sign Install	LS	32		\$ 13,160.00
Total:					

Conditions:

- This quote is valid for 10 days following the bid date.
- Sign Install includes all Equipment, Labor and Materials to install approx 32 signs on plan pages S-1. Signs installed per COB drawing 09810-1.
- Quote does not include sign staking or concrete cut outs (if needed). Owner or Prime contractor will be responsible.
- Payments are to be paid per Montana Law: 28-2-2103 MCA. No retainage to be withheld. Quote includes Gross Receipts Tax and Bonding only. Tero fees and permits are not included in this quote. Quote does not include OCP Insurance, Builders Risk Insurance and Pollution Insurance. Includes Liability Insurance per MDOT specifications.
- MWHC will not waive immunity granted under the Workers Compensation Laws of Montana. Indemnification of Concurrent Negligence is valid only to the extent of the negligence of MWHC per Montana Statute 28-2-2111.
- No changes to this quote are allowed without prior approval from MWHC.
- Price does not include any notifications of public, private, or emergency services.

Please call Brandon Fabich at 599-7122 with any questions.



		Rep: Tim Conatser Phone: 406-581-9903 x 104 Email: Tim@RMENT.com
Proposal		
Job Name:	Meadow Creek Street Lighting	
Proposal Number:	RMRM4129	
Date:	7/28/14	

We are pleased to present the following estimate for the street lighting of the Meadow Creek Subdivision as per DOWL HKM plans project #4522.11252.01 sheets E1.1, E1.2, E2.1, E3.1 all dated 6/2/14

Base Bid INCLUDES the following items:

Furnish and install Electrical Distribution as shown
 Furnish and install conduit and wire for ALL electrical as shown in Schedule 80 PVC
 Furnish and install Specified light fixtures as shown:

- (2) Type 'P1'
- (6) Type 'B1'

Furnish and install ((8) concrete pull boxes as shown and specified
 Permit, utility or inspection fees

Base Bid: \$36,175.00

Optional Concrete work: Add to Base:

- (2) light pole bases as per detail 2 shown on E2.1 \$750.00 Each
- (6) bollard bases as per detail 3 shown on E2.1 \$400.00 Each

Base bid EXCLUDES the following items:

Any work not listed specifically above.
 Any additional work and/or material generated by a change in the scope of work.
 Any additional work and/or material generated by contradictions and/or errors on the drawings by the architect or engineer.
 Re-Sodding or Seeding any grass due to trenching or excavation
 Trenching or Excavation
 Concrete



**ROCKY MOUNTAIN
— ELECTRIC —
406-581-9903**

Equipment rental to set the (2) light poles
Lighting Controls: All light poles are specified with individual photocells

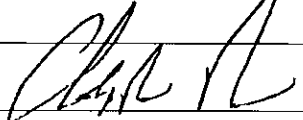
Thank you for the opportunity to present this proposal.

Tim Conatser
Project Manager/Estimator
Rocky Mountain Electric, Inc.
Phone: 406-581-9903 Ext. 104
Cell: 406-599-7022
Fax: 406-388-8155
Email: Tim@RMEMT.com

::NOTE:: Due to the volatility of the metals market, all wire and conduit pricing from our suppliers is typically only guaranteed for the day of the quote. We reserve the right to increase our costs of these products to match any increases from our suppliers.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Note: this proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below.

Accepted by: _____
Authorized Signature: _____ Date of Acceptance: 8-5-14



1500 Park view Place
 Bozeman, MT 59715
 T 406.570.7459
 E pthorsen@bresnan.net

Attention:
 Mountain High Homes Inc.
 2285 Virginia City Way
 Bozeman, MT 59715
 406-580-0667
dan@mountainhighhomes.net

Project title: Meadow Creek subdivision phase 1A.

Description	Quantity	Unit Price	Cost
14 Skyline Honeylocust 1.5" caliber	14	\$ 115.00	\$ 1,265.00
14 Northwoods Maple	14	\$ 115.00	\$ 1,610.00
50 steel t post for trees	50	\$ 5.75	\$ 287.50
16 yards natural fines for trails plus delivery	16	\$ 18.00	\$ 288.00
12,500 square feet hydro seeding with blue grass for blvd's at \$0.11 per square foot (for sod installation would be \$0.27 a square foot)	12500	\$ 0.11	\$ 1,375.00
8600 square feet hydro seeding with native grass seed mix for all native areas at	8600	\$ 0.11	\$ 946.00
100 hours labor to install landscaping	100	\$ 45.00	\$ 4,500.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Subtotal			\$ 10,271.50
		Tax	\$ 0.00
Total			\$ 10,271.50

Thank you for your business!

Sincerely yours,

Patrick Thorsen

Work URL



Estimate

About Us:

My name is Jason Wood, and I am the owner/operator of Stay Green Sprinklers. My wife, Heather, and I were born and raised in Bozeman where we now raise our children. We are an efficient, well-organized company that has been serving the Gallatin Valley for more than 12 years! We are hard-working, highly trained, motivated, and committed to doing the work right the first time. We provide custom designs for every system to assure maximum water efficiency, ultimately saving you money on your water bill! We operate fully under the belief that our reputation is only as good as our last job! Our Mission is to provide the best quality, professional service in town at the most competitive price possible!

Thank you so much for your interest in our services. We very much appreciate you and look forward to earning your business! Please call us, email us or visit our website with any questions.

Name/Address
Mountain High Homes c/o Dan Barnes

Date	Project
1/13/2014	MeadowCreek Phase 1A

Item	Description	Cost Total
Sprinklers	Installation of new irrigation system as per plan. The price does not include sleeving.	\$7,800
All materials and labor necessary for the completion of an operational, automatic sprinkler system. This price is valid for 30 days. 100% of the contract amount is due upon completion of the project.		\$7,800

We stand behind our work!

We GUARANTEE parts and labor for 1 year and GUARANTEE even coverage with NO DRY SPOTS!

We will be here even after the installation to help with the maintenance of your new system!

We offer  *sprinkler start-up*  *sprinkler winterization*  *sprinkler maintenance programs*  *now removal!*

Jason Wood, President

P.O. Box 10461 Bozeman, MT 59719

Phone: 406-570-6832 Fax: 1-855-587-6832

jason@staygreensprinklers.com

www.staygreensprinklers.com



Scan this code OR
go to our website for more information!
You can also find us on Facebook!





Estimate

About Us:

My name is Jason Wood, and I am the owner/operator of Stay Green Sprinklers. My wife, Heather, and I were born and raised in Bozeman where we now raise our children. We are an efficient, well-organized company that has been serving the Gallatin Valley for more than 12 years! We are hard-working, highly trained, motivated, and committed to doing the work right the first time. We provide custom designs for every system to assure maximum water efficiency, ultimately saving you money on your water bill! We operate fully under the belief that our reputation is only as good as our last job! Our Mission is to provide the best quality, professional service in town at the most competitive price possible!

Thank you so much for your interest in our services. We very much appreciate you and look forward to earning your business! Please call us, email us or visit our website with any questions.

Name/Address
Mountain High Homes c/o Dan Barnes

Date	Project
1/13/2014	MeadowCreek Phase 1A

Item	Description	Cost Total
Sprinklers	Installation of new irrigation system as per plan. The price does not include sleeving.	\$7,800
All materials and labor necessary for the completion of an operational, automatic sprinkler system. This price is valid for 30 days. 100% of the contract amount is due upon completion of the project.		\$7,800

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Jason Wood, President
P.O. Box 10461 Bozeman, MT 59719
Phone: 406-570-6832 Fax: 1-855-587-6832
jason@staygreensprinklers.com
www.staygreensprinklers.com



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Estimate

About Us:

My name is Jason Wood, and I am the owner/operator of Stay Green Sprinklers. My wife, Heather, and I were born and raised in Bozeman where we now raise our children. We are an efficient, well-organized company that has been serving the Gallatin Valley for more than 12 years! We are hard-working, highly trained, motivated, and committed to doing the work right the first time. We provide custom designs for every system to assure maximum water efficiency, ultimately saving you money on your water bill! We operate fully under the belief that our reputation is only as good as our last job! Our Mission is to provide the best quality, professional service in town at the most competitive price possible!

Thank you so much for your interest in our services. We very much appreciate you and look forward to earning your business! Please call us, email us or visit our website with any questions.

Name/Address
Mountain High Homes c/o Dan Barnes

Date	Project
1/13/2014	MeadowCreek Phase 1B

Item	Description	Cost Total
Sprinklers	Installation of new irrigation system as per plan. The price does not include sleeving.	\$8,450
All materials and labor necessary for the completion of an operational, automatic sprinkler system. This price is valid for 30 days. 100% of the contract amount is due upon completion of the project.		\$8,450

We stand behind our work!

We GUARANTEE parts and labor for 1 year and GUARANTEE even coverage with NO DRY SPOTS!

We will be here even after the installation to help with the maintenance of your new system!

We offer Ⓡ sprinkler start-up Ⓡ sprinkler winterization Ⓡ sprinkler maintenance programs Ⓡ now removal!

Jason Wood, President
 P.O. Box 10461 Bozeman, MT 59719
 Phone: 406-570-6832 Fax: 1-855-587-6832
jason@staygreensprinklers.com
www.staygreensprinklers.com



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