

**RESOLUTION NO. 4453**

**A RESOLUTION APPROVING A FINAL PLAT APPROVAL LETTER FOR CITY VIEW SUBDIVISION.**

*WHEREAS*, the City of Miles City planning staff and city council have reviewed application L & L Developers, LLC, for approval of the final plat of City View Subdivision with certain condition amendments;

*AND WHEREAS*, the City finds that approval of the final plat of said City View Subdivision should be approved;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The City Council adopts the planning department's staff report as findings of fact, and the Final Plat Approval Letter for City View Subdivision, attached hereto as Exhibit "A," and made a part hereof, is hereby approved and adopted by this council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said letter on behalf of the City of Miles City, and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8<sup>TH</sup> DAY OF FEBRUARY, 2022.**



John Hollowell, Mayor

ATTEST:



Mary Rowe, City Clerk



# CITY OF MILES CITY

## *CITY COUNCIL*

17 S. 8th, P.O. Box 910  
Miles City, MT 59301-0910

Telephone: 406-234-3493  
Fax: 406-234-6392

February 8, 2022

L &L Developers, LLC  
2323 South Haynes Avenue  
Miles City, MT 59301

**RE: Final Plat Approval of the City View Subdivision; Approval of Amendment Request to Condition 23 and the Subdivision Improvements Agreement**

Dear L & L Developers:

The City of Miles City City Council hereby grants final plat approval of the City View Subdivision that creates four commercial lots from the 22.41-acre tract legally described as Lot 2 of the Amended Plat of Block 5 of the Amended Plat of Southgate Meadows Subdivision, Env. 530B of the Custer County Clerk & Recorder's Office, located in Section 2 of Township 7 North, Range 47 East, P.M.M., Custer County, Montana; in the City of Miles City.

The City Council also hereby approves of the amendment to Condition 23 requested on your behalf by your surveyor Cory Wilhelm to allow the use of satellite services instead of being requiring you to extend Mid-Rivers Communications' facilities to Lot 2A. Condition 23 is hereby amended as follows (underlined text is added by the approved amendment, ~~stricken text~~ is deleted):

23. Electrical ~~and telecommunication~~ utilities shall be installed to each lot in the subdivision in accordance with Sec. 21-18(a)(13) MCSR. Prior to final plat approval (unless secured by SIA), the subdividers shall submit letters from the electrical utility service providers indicating utilities have been installed to their specifications and within appropriate easements as shown on the final plat. Telecommunications services may be provided by extensions of utilities from those existing in the Horizon Parkway right-of-way in accordance with Sec. 21-18(a)(13) MCSR or the occupants may rely upon other services providers, such as satellite service providers. [Sec. 21-18(a)(13) MCSR]

The City Council also hereby approves of your proposed Subdivision Improvements Agreement along with your proposed security of a Letter of Credit to be issued by Stockman Bank in the amount of a minimum of \$1,142,596.98, based on the total estimated cost of the remaining improvements being \$761,731.32, multiplied by 150% pursuant to the waiver granted by City Council on November 11, 2021 to allow one bid for each item. This approval is contingent upon review of the letter of credit by the City Attorney and acting Subdivision Administrator and


formally establishing the letter of credit for that amount. Please be advised that once the remaining water and sewer infrastructure is installed, the water and sewer systems within the Horizon Parkway right-of-way and south of Horizon Parkway right-of-way shall be dedicated to the City of Miles City and accepted by City Council prior to the City releasing the subdivider's financial security for said improvements.

The following documents are to be filed or recorded for the City View Subdivision:

- Final Plat of City View Subdivision (signed originals – the Custer County Clerk & Recorder's Office requires 2 mylars and 1 paper)
- DEQ approvals for water, wastewater, stormwater, & solid waste (originals of EQ# 21-1067 and EQ# 21-1068)
- Mailbox Facilities Maintenance Agreements (two signed, notarized originals – one for Lots 2A and 2B, and one for Lots 2B and 2C)
- Stormwater Facilities Maintenance Agreement (signed, notarized original – for Lots 2B and 2C)
- Certificate of Completion of Improvements (signed and dated 1-20-22)
- Subdivision Improvements Agreement (SIA), including Exhibit "A" (list of incomplete improvements to be secured by the SIA and letter of credit) and Exhibit "B" (bids)
- Conditional approval letter regarding a pending Letter of Credit from Stockman Bank (dated 1/27/2022; copy okay) OR to-be-issued official Letter of Credit (copy okay; may have redactions)
- Noxious weed management plan documents approved by the Custer County Weed District (copy okay)
- Resolution granting final approval, approving the amendment request, and approving the SIA and letter of credit (copy)
- Final approval letter from Mayor on behalf of City Council (signed original)

Sincerely,

City Council, Miles City

  
\_\_\_\_\_  
John Hollowell, Mayor

- Note: State law requires the local government to provide information to the subdivider regarding the appeal process for the conditions imposed. Please see 76-3-625 MCA:

**76-3-625. Violations -- actions against governing body.**

- (1) A person who has filed with the governing body an application for a subdivision under this chapter may bring an action in district court to sue the governing body to recover actual damages caused by a final action, decision, or order of the governing body or a regulation adopted pursuant to this chapter within 180 days of the final action, decision,

order, or adoption of a regulation. The governing body's decision, based on the record as a whole, must be sustained unless the decision being challenged is arbitrary, capricious, or unlawful.

- (2) (a) A party identified in subsection (3) who is aggrieved by a decision of the governing body to approve, conditionally approve, or deny an application and preliminary plat for a proposed subdivision may, within 30 days from the date of the written decision, appeal to the district court in the county in which the property involved is located to challenge the approval, imposition of conditions, or denial of the preliminary plat.
  - (b) A party identified in subsection (3) who is aggrieved by any other final decision of the governing body regarding a subdivision may, within 30 days from the date of the written decision, appeal to the district court in the county in which the property involved is located to challenge the decision.
  - (c) A petition allowed in subsections (2)(a) and (2)(b) must specify the grounds upon which the appeal is made. The governing body's decision, based on the record as a whole, must be sustained unless the decision being challenged is arbitrary, capricious, or unlawful.
- (3) The following parties may appeal under the provisions of subsection (2):
- (a) the subdivider;
  - (b) a landowner with a property boundary contiguous to the proposed subdivision or a private landowner with property within the county or municipality where the subdivision is proposed if that landowner can show a likelihood of material injury to the landowner's property or its value;
  - (c) the county commissioners of the county where the subdivision is proposed; and
  - (d)
    - (i) a first-class municipality, as described in 7-1-4111, if a subdivision is proposed within 3 miles of its limits;
    - (ii) a second-class municipality, as described in 7-1-4111, if a subdivision is proposed within 2 miles of its limits; and
    - (iii) a third-class municipality or a town, as described in 7-1-4111, if a subdivision is proposed within 1 mile of its limits.
- (4) For the purposes of this section, "aggrieved" means a person who can demonstrate a specific personal and legal interest, as distinguished from a general interest, who has been or is likely to be specially and injuriously affected by the decision.

cc: Cory Wilhelm, PLS, CFedS  
Wilhelm Land Surveying, LLC  
713 Pleasant Street  
P.O. Box 1518  
Miles City, MT 59301

Return after recording to:

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**SUBDIVISION IMPROVEMENTS AGREEMENT**

**THIS AGREEMENT**, made and entered into this 9 day of FEBRUARY, 2022 by and between the City Council of the City of Miles City, Montana, Party of the First Part and hereinafter referred to as the City, and L & L Developers, a Limited Liability Company, located at 2323 South Haynes Avenue, Miles City, MT 59301, Party of the Second Part and hereinafter referred to as the Subdivider.

**WHEREAS**, the Subdivider is the owner and Subdivider of a new subdivision known as City View Subdivision located at 501 Parkhill Drive, Lot 2, Amended Plat of Block 5 Amended, Envelope 530B, Document No. 162000; and

**WHEREAS**, the City has conditioned its approval of the final plat of City View Subdivision upon the requirements as set forth in the preliminary plat approval of the subdivision, with certain improvements required to be completed, and the required improvements listed in Exhibit A have not been completed at this time; and

**WHEREAS**, the Subdivider wishes to bond for the completion of the improvements listed in "Exhibit A"; and

**WHEREAS**, the City of Miles City Subdivision Regulations require that a subdivider shall provide a financial security of 125% of the estimated total cost of construction of said improvements as evidenced by the highest of three bids for the cost of installation of the improvements obtained by the subdivider; and

**WHEREAS**, the City of Miles City Council meeting on November 11<sup>th</sup>, 2021 passed a motion to accept an exception from the Miles City Subdivision Regulations that require three bids and 125% financial security for a subdivision improvement agreement. The exception is to have a single bid and 150% financial security of that bid which is included in Exhibit B; and

**WHEREAS**, the estimated total cost of construction of said improvements is the sum of \$761,731.32 as evidenced by the single bid that was received, and 150% of the estimated cost of the improvements is \$1,142,596.98, which is the amount of the required financial security.

**NOW THEREFORE**, in consideration of the approval of the final plat of said Subdivision by the City, the Subdivider hereby agrees as follows:

1. The Subdivider shall establish a financial security of a letter of credit from Stockman Bank of Miles City, Montana that has been deemed to be acceptable by the City, in the amount of \$1,142,596.98. Said financial security shall have an expiration date of not less than sixty (60) days following the date set for completion of the improvements.
2. The financial security shall guarantee funds in the sum of \$1,142,596.98, 150% of the estimated cost of completing the required improvements listed in Exhibit A.
3. Said required improvements shall be fully completed by FEBRUARY 9<sup>th</sup>, 2023.
4. If the Subdivider fails to complete the specified improvements within the required period, the financial security will be payable to the City immediately.
5. Upon completion of the required improvements, the Subdivider shall submit to the City statements certifying that:
  - i. All required improvements are complete.
  - ii. The improvements are in compliance with the minimum standards specified by the City for their construction and that the Subdivider warrants said improvements against any and all defects for a period of one (1) year from the date of acceptance of the completion of those improvements by the City.
  - iii. The Subdivider knows of no defects in those improvements.
  - iv. These improvements are free and clear of any encumbrances or liens.
  - v. All applicable fees and surcharges have been paid.
6. The Subdivider shall provide for inspection of all required improvements by a registered professional engineer before the Subdivider shall be released from the Subdivision Improvement Agreement.
7. The Subdivider shall submit to the Miles City Community Service and Planning Department copies of final plans, profiles, grades and specifications of said improvements, with the certification of the registered professional engineer responsible for their preparation that all required improvements have been installed in conformance with said specifications.
8. If the City determines that any improvements are not constructed in compliance with the specifications, it shall furnish the Subdivider with a list of specific deficiencies and may withhold collateral sufficient to ensure such compliance. If the City determines that the Subdivider will not construct any or all of the improvements in accordance with the specifications, or within the required time limits, it may withdraw the collateral in the financial security and employ such funds as may be necessary to construct the improvement or improvements in accordance with the specifications. The unused portions of the collateral shall be returned to the Subdivider.
9. Once the infrastructure is built, the water and sewer systems within the Horizon Parkway right-of-way and south of Horizon Parkway right-of-way shall be dedicated to the City of Miles City and accepted by City Council prior to the City releasing the subdivider's financial security for said improvements.

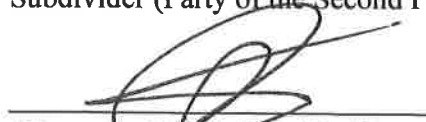

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year herein before written.

City of Miles City (Party of the First Part):

  
(Mayor Signature)  
Mayor

  
Attest: (Clerk Signature)  
City Clerk

Subdivider (Party of the Second Part):

  
  
(Signature(s) of Subdivider/Owner)

By: Matthew Lothspeich and Roger Lothspeich, Managers of L & L Developers, LLC  
(Printed Name(s) of Subdivider/Owner)

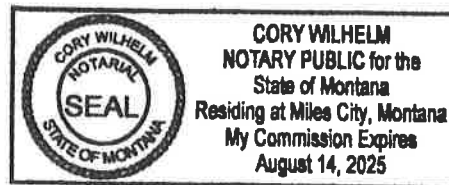
STATE OF MONTANA

COUNTY OF CUSTER

On this 20<sup>th</sup> day of January, 2022, before me, a Notary Public for the State of Montana, personally appeared Matthew Lothspeich and Roger Lothspeich, Managers of L & L Developers, LLC, known to me to be the people whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

  
Notary Public for the State of Montana





**EXHIBIT "A"**

**LIST OF INCOMPLETE IMPROVEMENTS  
REQUIRED BY THE CONDITIONS OF APPROVAL**

1. Remaining erosion control, reseeding, and weed treatment.

\*Included in Diamond J Construction's Bid (Graveling remaining area outside the slopes including the placement of rock and gravel, and finish work to the stormwater ponds.)

2. Electrical and telecommunication utilities to each lot.

\*Included in Treco Bid for Electrical. Telecommunications will be satellite services.

3. All water mains and fire hydrants.

\*Included in Diamond J Construction's Bid

4. All sewer mains and related facilities.

\*Included in Diamond J Construction's Bid

5. Horizon Parkway Extension: Including widening, construction, curb, gutter, sidewalk, and paving from end of current pavement to and including the approach to Lot 2D.

\*Included in Diamond J Construction's Bid

6. Parkhill Drive Extension: Paving of the turnaround.

\*Included in Diamond J Construction's Bid

7. Traffic Signs.

\*Via email 1/3/2022, the approximate cost for a "No Parking" sign is about \$150.

8. Mail Facilities

\*Included in Diamond J Construction's Bid

9. Engineering Costs: Design, Inspection, Certified As-Builts, and Permitting

\*Included in Brosz Engineering's Bid

Diamond J Construction Bid = \$682,943.75

Brosz Engineering Bid = \$35,000

Tongue River Electric = \$43,637.57

City Signage Bid = \$150

**TOTAL BIDS = \$761,731.32**

**EXHIBIT "B"**  
**DOCUMENTATION OF RECEIVED BIDS**

See the following 6 pages.



PO Box 520  
Miles City, MT 59301  
406-234-1504

To Whom it May Concern –

Our bid for the City View Subdivision is attached, included in our bid is the original bid items as well as Items 3, 4, 5, 6 and 8 of Exhibit A of the Subdivision Improvement Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Peila', written over a horizontal line.

John Peila  
Managing Member  
Diamond J Construcion LLC



Project: City View Subdivision

Schedule 1 - Site Grading

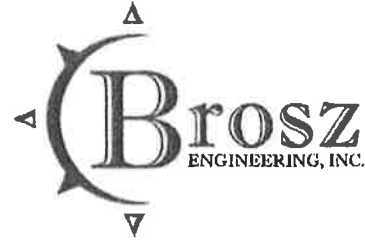
ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	PRICE
1	01020	Mobilization	LSUM	1	0.00
2	01570	Construction Traffic Control	LSUM	1	4,500.00
3	02330	Excavation	LY	13675	73,750.00
4	02234	4" Minus sub base course (Placing Only - Owner supplied)	CY	2461	9,228.75
	02334	4" Minus sub base course material	CY	2461	49,220.00
	02734	Digout Excavation	CY	2461	9,228.75
5	02235	3/4" Minus crushed base course	CY	15556	31,509.00
6	02235	4" Minus clean rock	CY	1000	20,250.00
7	02510	Commercial plant mix surfacing	TON	1335	129,161.25
8	02528	Concrete curb & gutter	LF	731	19,188.75
9	02528	Concrete valley gutter	SY	92	428.00
10	02528	Concrete sidewalk	SY	686	30,098.75
11	02725	Storm Drain	LSUM	1	32,512.50
18	02805	Temporary Erosion Control	CY	TBD	1,875.00
19	02910	Topsoil (until it runs out, dump vicinities only)	ACRE	TBD	2,175.00
20	02910	Topsoil TO BE DONE BY OWNER	ACRE	0.00	0.00

**Total = \$412,525.25**

Schedule 2 - Utility Improvements

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	PRICE
1	01020	Mobilization	LSUM	1	0.00
2	01570	Construction traffic control	LSUM	1	0.00
3	02317	Brumious surfacing removal	SY	100	150.00
4	02317	Curb & gutter removal	LF	37	150.00
5	02234	4" Minus sub base course (Placing Only - Owner supplied)	CY	110	187.50
6	02235	3/4" Minus crushed base course	CY	37	450.00
7	02510	Commercial plant mix surfacing	TON	41	0.00
8	02528	Concrete curb & gutter	LF	25	650.75
9	02660	10" C900 PVC water main	LF	15	841.75
10	02660	8" C900 PVC water main	LF	2546	114,570.00
11	02660	6" C900 PVC water main	LF	120	4,500.00
12	02660	10"x10" 45° Tee	EA	1	1,125.00
13	02660	8"x8" 45° Tee	EA	3	750.00
14	02660	8" 11.25 Bend	EA	2	750.00
15	02660	8" 90 Bend	EA	2	750.00
16	02660	10"x8" Reducer	EA	1	175.00
17	02660	8" Gate Valve	EA	7	1,500.00
18	02660	5" Fire Hydrant	EA	3	11,250.00
19	02660	Connection to existing main	EA	4	6,000.00
20	02730	8" SDR 35 PVC Sanitary sewer main	LF	1649	64,511.00
21	02730	Additional manhole depth	EA	6	18,000.00
22	02730	Additional manhole depth	EA	6	1,875.00
23	02730	Connection to existing manhole	EA	1	1,875.00
24	02905	Temporary erosion control	LSUM	1	750.00
25		Post office boxes	SY	1	8,700.00
26		Post office box concrete	SY	1	4,000.00
27		Parkhall Drive Extension	SY	3950	27,550.00

**Total = \$270,418.50**



**WORK ORDER/PROPOSAL  
FOR PROFESSIONAL SERVICES**

<b>OWNER:</b> L&L Developers LLC	<b>BROSZ PROPOSAL #:</b> ---
<b>CONTACT:</b> Matthew Lothspeich	<b>BROSZ PROJECT #:</b> ---
<b>ADDRESS:</b> 2323 S Haynes Ave Miles City, MT 59301-5806	<b>JOB TITLE:</b> Water, Sewer, & Storm Asbuilt
<b>OFFICE:</b>	<b>JOB DESCRIPTION:</b> Inspection & Asbuilt of Water, Sewer, & Storm Ponds for the City View Subdivision
<b>CELL:</b> (406) 951-2560	<b>JOB LOCATION:</b> Miles City, MT
<b>EMAIL:</b> matt@rmmcilesity.com	

**BROSZ ENGINEERING WILL PROVIDE ENGINEERING SERVICES TO THE CLIENT AS SET FORTH BELOW:**

**Project Specific Details**

The proposed services are being completed to provide certified asbuilts to the Developer, City of Miles City, and Department of Environmental Quality for the installation of Water Mains, Sanitary Sewer Mains, and Storm Water Ponds within the City View Subdivision near Miles City, MT. The property is located at 501 Parkhill Drive in Miles City, MT adjacent to the City Street named Horizon Parkway.

**Scope of Services**

**Construction Engineering and Inspection**

Complete onsite inspection during the construction with qualified personnel to assure plans and specifications are adhered to. Complete a preconstruction meeting with Owner, City of Miles City, and Contractor. Coordinate and complete approvals for project submittals, pay requests, and any change requests. Complete all survey required to establish elevation and control at the project location.

**Asbuilt Submittals**

Complete asbuilt survey, draft asbuilt drawings, and certify the constructed Water Mains, Sanitary Sewer Mains, and Storm Water Ponds meet the approved Design and Standards.

**Compensation**

Based on an estimated Construction schedule of 3-weeks for the installation of Water Mains, Sanitary Sewer Mains, and Storm Water Ponds; the above services will be provided at an estimated cost of **\$35,000**. A Schedule shall be supplied to Engineer from the Owner/Contractor a minimum of 2-weeks prior to beginning Construction. This is not a not-to-exceed price. Any additional services that are requested that are not outlined above will be completed with an addendum to the proposal. This Proposal includes 24 hours of construction staking and asbuilt survey. Our total estimated cost can be reduced if the Owner hires another firm such as Wilhelm Land Surveying to complete the survey work.

This work order/proposal incorporates and includes the attached General Conditions.

**ACCEPTANCE & AUTHORITY:**

**ACCEPTED:** L&L Developers LLC  
**SIGNATURE:** \_\_\_\_\_  
**PRINTED:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**ACCEPTED:** Brosz Engineering, Inc.  
**SIGNATURE:** \_\_\_\_\_  
**PRINTED:** Billy Doerr  
**TITLE:** Office Manager  
**DATE:** 09/21/2021

*Please sign, retain one copy for your records and return one copy to Brosz Engineering, Inc. for authorization to proceed.*

## General Conditions

**Total Agreement:** This Agreement (consisting of the Work Order/Proposal for Professional Engineering Services, these General Conditions, and any expressly incorporated attachments), constitutes the entire Agreement between the Client and Brosz Engineering, Inc. (Brosz) and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### General Considerations:

- A. The standard of care for all services performed or furnished by Brosz under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Brosz makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Brosz. Subject to the foregoing standard of care, Brosz and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Brosz shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Brosz shall not be responsible for the acts or omissions of any Contractor.
- C. Any opinions of probable construction cost provided by Brosz are to be made on the basis of experience and general familiarity with the construction industry. However, because Brosz has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Brosz cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Brosz.
- D. To the fullest extent permitted by law, Client and Brosz (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Brosz's total liability to Client under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is less.
- E. This Agreement is to be governed by the law of the state in which the Project is located.

**Payment Procedures:** Invoices shall be prepared in accordance with Brosz's standard invoicing practices and will be submitted to the Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due within 30 days after receipt of invoice, the amount due will be increased at the rate of 18% per annum on the unpaid balance.

**Termination:** The obligation to continue performance under this Agreement may be terminated for convenience by the Client effective upon Brosz's receipt of written notice from Client, or for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Upon termination, Brosz will be entitled to invoice Client and to receive full payment for services performed or furnished in accordance with this Agreement incurred through the effective date of termination.

**Severability:** In the event any provision of these General Conditions, in whole or in part, is held invalid or unenforceable under applicable law, the General Conditions shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.



P.O. BOX 138 • ASHLAND, MONTANA 59003 • OFFICE: 1-406-784-2344 • FAX NUMBER: 1-406-784-2179

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November 10, 2021  
MRP Investments  
Mathew Lothspeich

The total cost to build power into lots 2A, 2B and 2C is estimated at \$43,637.57. Lot 2D already has power to this lot. This power will be installed with primary underground cable and cabinets at each lot. The depth will be 44 inches along property boundaries. If you have any other questions, please give me a call.

Thanks

Engineering Superintendent

*Miles P Dennis*  
Miles P Dennis



# Stockman Bank

700 Main Street • 800 S Haynes • PO Box 250 • Miles City MT 59301-0250  
406.234.8420 • Fax 406.234.8419

Issue Date: February 11, 2022

Expiration Date: May 1, 2023

Irrevocable Standby Letter of Credit No. 1090020554 (Backup Note #1040586309)

Account party's name: **L & L Development, LLC**  
f/k/a L & L Developers, LLC  
2323 S Haynes Ave  
Miles City, MT 59301

To: **City of Miles City**  
17 S 8<sup>th</sup> St; PO Box 910  
Miles City, MT 59301

1. We hereby establish in the favor of the City of Miles City our Irrevocable Letter of Credit for the account of L & L Development LLC. Available by your drafts at sight up to an aggregate amount of **\$1,142,597.00 US Dollars**. Available for draft is reduced as approved work is completed and paid for. All drafts must be accompanied with a signed statement by the beneficiary outlining that the developer has failed to complete the required improvements.
2. Funds can be drawn upon failure of L & L Development, LLC to complete surface and utility improvements related to the Subdivision Improvements Agreement associated with the City View Subdivision dated February 9, 2022.
3. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of Montana.
4. If this Letter of Credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,



Mitchell Grove  
Senior Vice President  
Stockman Bank Miles City

CC: **Cory Wilhelm, Wilhelm Land Surveying LLC**



Member FDIC