

SUBDIVISION IMPROVEMENTS AGREEMENT
(Budget Storage Subdivision)
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(Yellowstone County)

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SUBDIVISION IMPROVEMENTS AGREEMENT

(Budget Storage Subdivision)

This agreement is made and entered into this ____ day of _____, 20__, by and between Al Koelzer, whose address for the purpose of this agreement is 3312 4th Ave, N., Billings, MT 59101-1205, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of Budget Storage Subdivision, located in Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning as an expedited plat which was deemed to not require preliminary review; and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to Budget Storage Subdivision 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 Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of 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

No variances have been requested as part of this subdivision.

II. CONDITIONS THAT RUN WITH THE LAND

- A.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C. No water rights have been transferred to the lot owners. 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.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- H. Lot owners or their agent will obtain an Access Permit from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owners expense.

III. TRANSPORTATION

A. Streets

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

B. Access

- Access to each new lot will be from the existing right of way of Titan Avenue, or Elysian Road. Lot 2 will use an Access Easement which crosses Lot 1 connects to right of way of Elysian Road.
- Other than the existing access points, any new access points will be approved by Yellowstone County Public Works Department.

C. Heritage Trail Plan

The subdivision is not within the area of the Heritage Trail Plan.

IV. EMERGENCY SERVICE

- Emergency Access to the subdivision shall be through existing Titan Avenue or Elysian Road.
- New water storage/dry hydrants are not required, as only one new lot is being created.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations.

VI. UTILITIES

A. Water

Lot 1 is served by an existing well. If the water supply system is in need of extensive repairs or replacement, the property will be annexed into the City and connected to the public water and sewer system.

Lot 2 is used as a storage area. No water or sewer is required. A well is used for irrigation.

B. Septic System

Lot 1 is served by an existing 1500 gallon septic tank which then flows to three 75 foot long drain field legs via a distribution box. The existing system was permitted with the following number: EHS permit #15828.

When the existing individual sewage treatment system is in need of extensive repairs or replacement the property will be annexed into the City and connected to the public water and sewer system.

Lot 2 has no water or sewer services. Lot 2 is used as a storage area.

C. Power, Telephone, Gas, and Cable Television

- MDU is available for gas service. They have an existing gas main in Elysian Road.
- Electric service is existing and provided by Northwest Energy.
- Spectrum has existing facilities to provide TV and telephone.
- No new utility easements are proposed. Existing utilities are located in existing right of ways for Elysian Road and Titan Avenue.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed Budget Storage Subdivision, as this is a minor subdivision [MCA 76-3-617(3) (a)].

VIII. IRRIGATION

- There are no irrigation ditches on the property and no Irrigation Districts will be affected by this subdivision.

IX. WEED MANAGEMENT

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

- A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

X. SOILS/GEOTECHNICAL STUDY

- No geotechnical report is required with this subdivision.

XI. FINANCIAL GUARANTEES

No public improvements are required.

XII. LEGAL PROVISIONS

- A.** Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- 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.
- G.** Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval.

Waiver of Right to Protest

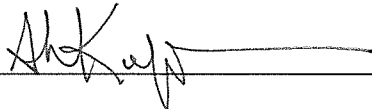
FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement Districts (RSID's), which Yellowstone County may require, for a period of twenty years from the date of this document's recording.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Budget Storage Subdivision

Signed and dated this 15 day of March, 2024.

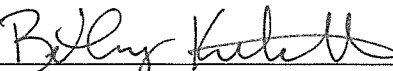
By: 

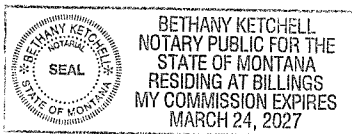
Its: owner

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 15 day of March, 2024, before me, a Notary Public in and for the State of Montana, personally appeared Al Koelzer, the person who executed the forgoing instrument and acknowledged to me that she executed the same.

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


Notary Public in and for the State of Montana



Printed name: Bethany Ketchell
Residing in Billings, Montana
My commission expires: March 24, 2027