

SUBDIVISION IMPROVEMENTS AGREEMENT

Banlee Subdivision

This agreement is made and entered into this ____ day of _____, 2025, by and between Five Airs Real estate LLC. , whose address for the purpose of this agreement is 2093 N. 8th Road, Huntley 59037, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY**, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of Amended Banlee, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; 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 Banlee Subdivision 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

- A. Subdivider has requested, and the County hereby grants, the following variances by the Board of County Commissioners from the strict interpretation of the County’s Subdivision Regulations (Section 14.A.1, Yellowstone County Subdivision Regulations):

No variances requested.

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 future 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 easements.

III. TRANSPORTATION

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by the County Public Works Department per Section 4.6(C)(3) of the Yellowstone County Subdivision Regulations.

A. Streets

- Stanhope Road is a private gravel road in a 60' wide road tract.

B. Traffic Control Devices

- The access is a driveway off of Stanhope Road. No new street signs are required.

C. Access

- Lot 2-A1 shall have a 20' gravel driveway access off Stanhope Road.
- Lot 2-A2 shall have a 20' gravel driveway access off Stanhope Road.
- Lot 2-A3 shall have a 20' gravel driveway access off Stanhope Road.

D. Heritage Trail Plan

- Subdivision is not within the Heritage Trail Plan.

IV. EMERGENCY SERVICE

- Stanhope Road will provide emergency access to the subdivision.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan shall be submitted to and approved by the County Public Works Department.

VI. UTILITIES

A. Water

- Lot 2-A1 and 2-A2 shall have a shared drinking well located on lot 2-A2 for water service.
- Lot 2-A3 shall have an individual drinking water well located on lot 2-A3 for water service.

B. Septic System

- Lot 2-A1 has a system of a septic tank and gravelless chambered pressure dosed subsurface drainfield sized to service the arena building.
- Lot 2-A2 has a system of one septic tank and gravelless chambered pressure dosed subsurface drainfield sized to service the single family home.
- Lot 2-A3 shall have a system of one septic tank and gravelless chambered pressure dosed subsurface drainfield sized to service the single family home.
- State Department of Environmental Quality approval (letter submitted with final plat)

C. Power, Telephone, Gas, and Cable Television

- Services to be provided within the public right-of-way, existing or to be installed

VII. PARKS/OPEN SPACE

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

VIII. IRRIGATION

- No irrigation passes through this development.

IX. WEED MANAGEMENT

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

The weed plan shall include the following and shall be referenced in this SIA:

- A Weed Management Plan has be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan contains 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 has 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 study was required for this development.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by 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. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved as-built plans.

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by the County Public Works Department per Chapter 5 of the Yellowstone County Subdivision Regulations.

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.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

Zeth Ban

By: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 2025, before me, a Notary Public in and for the State of Montana, personally appeared _____ and

_____, known to me to be the persons who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

This agreement is hereby approved and accepted by Yellowstone County, this ____ day of _____, 2025.

“COUNTY”
COUNTY OF YELLOWSTONE
MONTANA

County of Yellowstone
Board of County Commissioners

By: _____
Chairman

Commissioner

Commissioner

Attest: _____

County Clerk and Recorder

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 2025, before me, a Notary Public in and for the State of Montana, personally appeared _____, _____, and _____, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

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

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.

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:

Banlee Subdivision,

Signed and dated this ____ day of _____, 2025.

Subdivider/Owner

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 2025, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the persons who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

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