

**AMENDED**  
**SUBDIVISION IMPROVEMENTS AGREEMENT**  
**Platinum Commercial Park Subdivision**  
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**(Yellowstone County)**

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**AMENDED**

**SUBDIVISION IMPROVEMENTS AGREEMENT**

**Platinum Commercial Park Subdivision**

**This agreement** is made and entered this 19<sup>th</sup> day of March, 2026, by and between *Cougar Investments, LLC, a Montana limited liability company*, whose address for the purpose of this agreement **PO Box 81153, Billings, MT 59108**, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

**WITNESSETH:**

**WHEREAS**, the plat of *Platinum Commercial Park Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on 28th day of January, 2025, the Board of Planning recommended conditional approval of a preliminary plat of *Platinum Commercial Park Subdivision*; and

**WHEREAS**, at a regular meeting conducted on 18th day of February, 2025, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Platinum Commercial Park Subdivision*; and

**WHEREAS**, the original Subdivision Improvements Agreement for Platinum Commercial Park Subdivision was filed in the offices of the Yellowstone County Clerk and Recorder on October 22<sup>nd</sup>, 2025 under Document Number 4117761; and

**WHEREAS**, this Amended Subdivision Improvement Agreement supplants the original Subdivision Improvements Agreement (Doc. No. 4117761), and is being filed to revise Section VI, B.

**WHEREAS**, the provisions of this agreement shall be effective and applicable to *Platinum Commercial Park 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**

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 (Chapter 11, Yellowstone County Subdivision Regulations):

1. Variance from the Yellowstone County Subdivision Regulations, Section 4.6 Streets and Roads, B, 1 is requested to allow for a single connection to the adjacent undeveloped property north of Platinum Commercial Park Subdivision, rather than multiple connections spaced no more than 600 feet apart.
  - a. This variance is sought as Platinum Commercial Park Subdivision is proposed as a commercial and industrial use development with large lots, whose traffic characteristics may vary significantly from future development plans to the north which would intermingle residential and commercial/industrial traffic and vehicles compromising the potential safety of motorists and residents. In addition, the proposed single connection to the adjacent property to the north provides interconnectedness between Platinum Commercial Park Subdivision and the adjacent property to limit the need to enter Danford Road or South 72<sup>nd</sup> Street West to access the future undeveloped parcel as is intended by this Subdivision Regulation. Based on the desired lot sizes and configuration of Platinum Commercial Park Subdivision, meeting the connection per 600' would also necessitate unduly splitting lots further (minimum lot width along the northern line is ~350' with a maximum lot width of 518') to comply with this requirement when large lots are desired and proposed.
2. Variance from the Yellowstone County Subdivision Regulations, Section 4.6 Streets and Roads, B, 2 is requested to allow for no connection to be made to the existing 68<sup>th</sup> Street West.
  - a. This variance is sought as the existing land use of properties on the east side of 68<sup>th</sup> Street West include single family residences whose "land use is incompatible with the proposed subdivision" being a commercial/industrial development. This is a condition of waiving this requirement per the referenced section of the Subdivision Regulations.
  - b. Additionally, the portion of 68<sup>th</sup> Street West that would be able to tied into is a roadway tract created with Certificate of Survey No. 1133 (Document Number 845884). This roadway tract does not appear to have been formally accepted as right-of-way by Yellowstone County.

## **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. 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 by the completion of the conditions set forth in the Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- D. Culverts and associated drainage swales shall not be filled in or altered by the Subdivider or subsequent lot owners.
- E. 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.
- F. Future maintenance of all public improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are detailed within the MDEQ Montana Post-Construction Storm Water BMP Design Guidance Manual and the MDEQ Storm Water Management During Construction Field Guide for Best Management Practices.
- H. 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 without permission of said adjacent properties.

### **III. TRANSPORTATION**

#### **A. Access**

Access to the Subdivision shall be from proposed approaches on Danford Road and South 72<sup>nd</sup> Street West as approved by the Yellowstone County Public Works Department. Danford Road and South 72<sup>nd</sup> Street West are both Yellowstone County roadways within 60-foot wide and 120-foot wide road easements, respectively, that will be perpetuated with this Subdivision. An RSID will be formed for ongoing maintenance, repair, and replacement of internal roadways of the subdivision, including Resource Way (74' right-of-way and 34' wide asphalt road) and Palladium Way (60' right-of-way and 24' asphalt road). Public right-of-way for each roadway will be dedicated with the platting of the subdivision.

## **B. Traffic Control**

Traffic control for the proposed roadway approaches to the Subdivision will be implemented as recommended within the Traffic Impact Study (TIS) for the Subdivision. Said TIS shall be prepared and paid for by the Subdivider.

## **IV. EMERGENCY SERVICE**

The Subdivision is located within the Billings Urban Fire Service Area, and as such the City of Billings Fire Department currently provides fire protection services for the subdivision.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- Being a major subdivision and planned commercial use, a 30,000-gallon dry hydrant fire tank is required for the subdivision and will be constructed as part of the Subdivision public improvements. An RSID will be formed for ongoing maintenance, repair, and replacement of said dry hydrant fire tank.

## **V. STORM DRAINAGE**

All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan shall be submitted to and approved by the Montana Department of Environmental Quality (MDEQ), or its designee.

## **VI. UTILITIES**

### **A. Water**

In accordance with Section 4.9 of the Yellowstone County Subdivision Regulations, all proposed water systems must obtain Approval by Montana Department of Environmental Quality, or its designee.

Municipal public water service is not available in the subdivision at this time. The subdivision will be served by individual wells or alternative water source as approved by the Montana Department of Environmental Quality, or its designee.

Individual lot water supply is the responsibility of the lot owner at the time of development.

## **B. Septic System**

In accordance with Section 4.8 of the Yellowstone County Subdivision Regulations, all sanitary sewer systems must obtain approval by the Montana Department of Environmental Quality, or its designee.

Municipal public sanitary sewer service is not available in the subdivision at this time. The subdivision will be served by wastewater disposal systems as submitted to and approved by Montana Department of Environmental Quality. These systems shall be located and installed as shown on the site layout approved by Montana Department of Environmental Quality, or its designee.

The Subdivision is served by a community wastewater treatment system located on Utility Lot 7, Block 3, which is a private system constructed by the Developer. Continued maintenance, repair, operation, and replacement of the system is to be paid for and the responsibility of the Owner's Association for the Subdivision.

## **C. Power, Telephone, Gas, and Cable Television**

Power, natural gas, telephone, and cable services will be extended into the subdivision through utility easements along each lot's frontage along Resource Way and Palladium Way at the time of construction of subdivision roadways.

## **VII. PARKS/OPEN SPACE**

Section 76-3-621 (3) (a-e) of the Montana Code Annotated (MCA) provides for when park land dedication may not be required. As the Subdivision is proposed as a Commercial/Industrial use subdivision (all non-residential), the Yellowstone County Subdivision Regulations Section 10.8 and said MCA does not require parkland dedication. While the Utility Lot 7, Block 3 is not considered parkland per the Yellowstone County Subdivision regulations, this ~3.612 acre piece of land will provide for open space within the Subdivision.

## **VIII. IRRIGATION**

Subdivider agrees there will be no irrigation water, outside that reviewed and appropriated by DNRC in approval of the Subdivision, available to this Subdivision. No irrigation water shares shall be transferred to individual lot owners.

## **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**

A geotechnical study is not required by the Yellowstone County Subdivision Regulations as part of this plat. 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 limitation for proposed construction on the lots, which may require a geotechnical survey prior to construction.

**XI. PHASING OF IMPROVEMENTS**

There are no intended phasing improvements.

**XII. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. 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, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations..

**XIII. 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 constructed improvements prior to final plat approval.

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

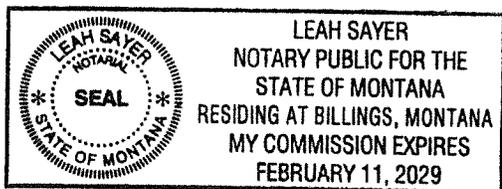
“SUBDIVIDER”

Cougar Investments, LLC, a Montana limited liability company

By: [Signature]  
Its: Member

STATE OF MONTANA )  
: ss  
County of Yellowstone )

On this 19<sup>th</sup> day of March, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Erin M. Kirschenmann, as Member of *Cougar Investments, LLC, a Montana limited liability company*, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same.



[Signature]  
Notary Public in and for the State of Montana  
Printed Name: Leah Sayer  
Residing at: Billings, MT  
My commission expires: Feb, 11, 2029

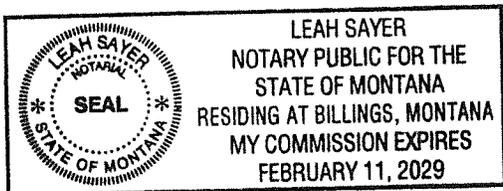
Lot 1, Block 1, Owner

Q&K Properties, LLC, a Montana Limited Liability company

By: [Signature]  
Its: Member

STATE OF MONTANA )  
: ss  
County of Yellowstone )

On this 19<sup>th</sup> day of March, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Erin M. Kirschenmann, as Member of *Q&K Properties, LLC, a Montana limited liability company*, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same.



[Signature]  
Notary Public in and for the State of Montana  
Printed Name: Leah Sayer  
Residing at: Billings, MT  
My commission expires: Feb 11, 2029

Lot 3, Block 1, Owner

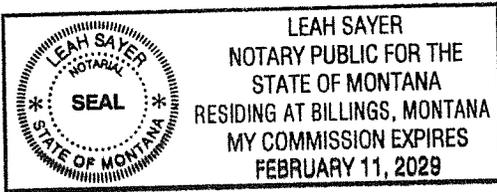
JH Squared Properties, LLC, a Montana Limited Liability company

By: [Signature]

Its: Member

STATE OF MONTANA )  
: SS  
County of Yellowstone )

On this 19<sup>th</sup> day of March, 2020, before me, a Notary Public in and for the State of Montana, personally appeared Jereme Hehn, as Member of JH Squared Properties, LLC, a Montana limited liability company, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same.



[Signature]

Notary Public in and for the State of Montana  
Printed Name: Leah Sayer  
Residing at: Billings, MT  
My commission expires: Feb. 11, 2029

Utility Lot 7, Block 3, Owner

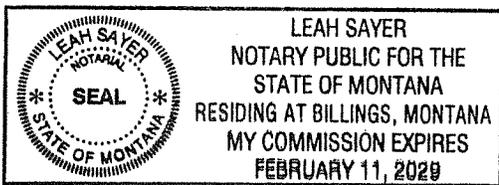
Platinum Commercial Owners Association

By: [Signature]

Its: Registered Agent

STATE OF MONTANA )  
: SS  
County of Yellowstone )

On this 19<sup>th</sup> day of March, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Erin M. Kirschenmann, as Registered Agent of Platinum Commercial Owners Association, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same.



[Signature]

Notary Public in and for the State of Montana  
Printed Name: Leah Sayer  
Residing at: Billings, MT  
My commission expires: Feb. 11, 2029



# 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), for a period of no more than twenty years from the recording of this waiver, which Yellowstone County may require.

This Waiver and Agreement is independent from all the 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.

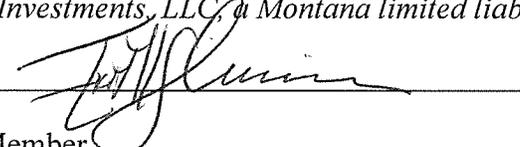
The real property hereinabove mentioned is more particularly describe as follows:

Platinum Commercial Park Subdivision

Signed and dated this 19 day of March, 2026

“SUBDIVIDER”

*Cougar Investments, LLC, a Montana limited liability company*

By: 

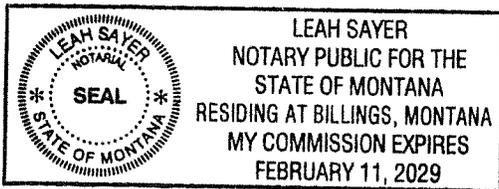
Its: Member

STATE OF MONTANA     )  
                                      : ss  
County of Yellowstone    )

On this 19<sup>th</sup> day of March, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Erin M. Kirschenmann, as Member of *Cougar Investments, LLC, a Montana limited liability company*, known to me to be the person 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: Leah Sayer  
Residing at: Billings, MT  
My commission expires: Feb 11, 2029



Lot 1, Block 1, Owner

Q&K Properties, LLC, a Montana Limited Liability company

By: [Signature]

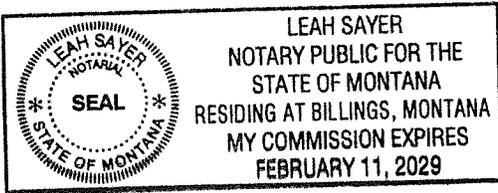
Its: Member

STATE OF MONTANA )  
: ss  
County of Yellowstone )

On this 19<sup>th</sup> day of March, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Erin M. Kirschenmann, as Member of Q&K Properties, LLC, a Montana limited liability company, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same.

[Signature]

Notary Public in and for the State of Montana  
Printed Name: Leah Sayer  
Residing at: Billings, MT  
My commission expires: Feb 11, 2029



Lot 3, Block 1, Owner

JH Squared Properties, LLC, a Montana Limited Liability company

By: [Signature]

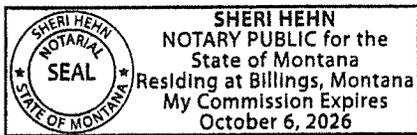
Its: Member

STATE OF MONTANA )  
: ss  
County of Yellowstone )

On this 19<sup>th</sup> day of March, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Jereme Hehn, as Member of JH Squared Properties, LLC, a Montana limited liability company, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same.

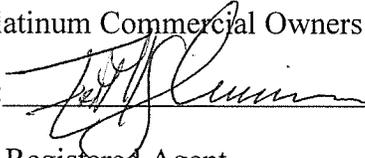
[Signature]

Notary Public in and for the State of Montana  
Printed Name: Sheri Hehn  
Residing at: Billings, MT  
My commission expires: 10/6/2026



Utility Lot 7, Block 3, Owner

Platinum Commercial Owners Association

By: 

Its: Registered Agent

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

On this 19<sup>th</sup> day of March, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Erin M. Kirschenmann, as Registered Agent of *Platinum Commercial Owners Association*, known to me to be the person 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: Leah Sayer  
Residing at: Billings, MT  
My commission expires: Feb 11, 2029

