



GALLATIN COUNTY
Subdivision Preliminary Plat Extension Application

1. Applicant Name _____
2. Subdivision Name _____
3. Date Subdivision Received Preliminary Plat Approval _____
4. Expiration Date of Preliminary Plat Approval or Any Granted Extension _____
5. Duration of Requested Preliminary Plat Extension _____
6. Subdivision Location (common) _____

7. Subdivision Location (legal) _____

8. Subdivision Type Single-Family Multi-Family
 Condominium Commercial/Industrial
 Other _____
9. Total Number of Lots _____ 10. Total Acreage _____
11. Current Land Use _____
12. Zoning District/Designation _____
13. Prior Preliminary Plat Extensions _____
14. Property Owner Name _____
Address _____ Phone _____
City _____ State _____ Zip _____
Email _____
15. Applicant/Preparer/Agent Name _____
Address _____ Phone _____
City _____ State _____ Zip _____
Email _____
16. Surveyor/Engineer Name _____
Address _____ Phone _____
City _____ State _____ Zip _____
Email _____

17. Preliminary Plat Extension Submittal Requirements *(a check mark indicates item included)*

Weed Management Plan approved by the Gallatin County Weed Control District and valid for the full duration of requested extension

Completed Gallatin County Subdivision Regulation Preliminary Plat Extension Evaluation Criteria *(attached)*

Completed Agreement for Extension of Preliminary Plat *(attached)*

Application Fee and a complete digital copy of the application materials (no file greater than 20 MB)

Applicant's Signature _____ Date _____

Property Owner's Signature _____ Date _____

Preliminary Plat Extension Evaluation Criteria

Please respond in writing to each of the following questions and provide supporting documentation where necessary.

- i. *Progress to date in completing or satisfying the required conditions of Preliminary Plat approval.*

- ii. *Efforts to maintain the property in good condition.*

- iii. *Duration of the requested extension, and the adequacy of the Subdivider's plan to meet the required conditions of Preliminary Plat approval within the requested extension period.*

- iv. *Significant changes in the vicinity of the Subdivision that have occurred or are planned to occur within the requested extension period, and whether those changes require a modification in the mitigation of impacts.*

- v. *Planning and provision of public facilities and services in the vicinity of the Subdivision, and whether the requested extension period results in the disruption of those facilities and services.*

- vi. *Impacts to public health, safety, and general welfare.*

AGREEMENT FOR EXTENSION OF PRELIMINARY PLAT

FOR _____ SUBDIVISION
(name of subdivision)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____ with address of _____ as applicant and subdivider (“Subdivider”) of _____ Subdivision and Gallatin County, Montana (“County”).
(subdivider's name) *(subdivider's address)*
(name of subdivision)

WHEREAS, the Subdivider prior to submitting an application for final plat meeting the conditions of preliminary subdivision approval allowing the final platting of _____ Subdivision (“Subdivision”), approved by the County Commission on _____; amended on _____; and extended on _____ to _____;
(name of subdivision)
(month & day) *(year)* *(month & day)* *(year)* *(month & day)* *(year)*
(month & day) *(year)*

WHEREAS, on _____, _____ the Subdivider requested extension of the Subdivision and it is the intent and purpose of the Subdivider to extend the conditional preliminary plat conditions for a period of _____;
(month & day) *(year)*
(in months or years)

WHEREAS, §76-3-610(1), Mont. Code Ann., provides that conditional preliminary plat approval may be valid for a period for three years and at the end of this period the governing body may, at the request of the subdivider, extend its approval for a mutually agreed-upon period of time. Any mutually agreed upon extension must be in writing and dated and signed by the members of the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

1. Subdivision Description. This Agreement pertains to and includes that property, which is designated and identified as _____, located in Gallatin County, Montana.
(subdivision legal description)

2. Extension of Conditional Preliminary Plat Approval. Upon request of Subdivider, the conditional preliminary plat approval for _____ Subdivision is extended for a period of _____ from _____ until _____.
(name of subdivision)
(months or years) *(month & day)* *(year)* *(month & day)* *(year)*

3. Completion of the Improvements. On or before _____, _____, the Subdivider shall complete all improvements, public and private, required by the conditional preliminary plat approval as amended.
(month & day) (year)

4. Governing Law. This Agreement shall be construed according to the laws of the State of Montana.

5. Changes of Law. Any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they have been, or they may hereafter, be amended.

6. Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

7. Assignment. It is expressly agreed that the Subdivider shall not assign this Agreement in whole or in part, without prior written consent of the County.

8. Successors. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, successors, and assigns.

9. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail, for delivery by being properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below.

Notices to the County shall be addressed to, and delivered at, the following address:

Gallatin County Commissioners
311 West Main, Room 301
Bozeman, MT 59715

Notices to the Subdivider shall be addressed to, and delivered at, the following address:

With a copy to:

By notice complying with the requirements of this Section, each party shall have the right to change the address or addresses or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

10. Enforcement. The parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation: specific performance, enforce or compel the performance of this Agreement; provided, however, that the Subdivider agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the County or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

11. Amendments. All amendments to this Agreement shall be in writing and shall be approved by the Subdivider and the County.

12. Severability. 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 provisions were omitted.

13. Authority to Execute. The County and the Subdivider hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the County with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right. The County hereby warrants and represents to the Subdivider that the persons executing this Agreement on its behalf have been properly authorized to do so by the County Commissioners. The Subdivider hereby warrants and represents to the County (1) that it is the record owner of fee simple title to the Subdivision, (2) that it has the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Subdivision as set forth herein, (3) that all legal action needed to authorize the execution, delivery and performance of this Agreement have been taken, and (4) that neither the execution of this Agreement nor the performance of the obligations assumed by the Subdivider hereunder will (i) result in a breach or default under any agreement to which the Subdivider is a party or to which it or the Subdivision is bound or (ii) violate any statute, law, restriction, court order, or agreement to which the Subdivider or the Subdivision is subject.

14. Filing. The Subdivider shall have this Agreement filed in the office of the Gallatin County Planning and Community Development.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

SUBDIVIDER:

COUNTY:

By _____
Its _____

BOARD OF COUNTY COMMISSIONERS
GALLATIN COUNTY, MONTANA

, Chairperson

, Commissioner

, Commissioner

ATTEST:

, Clerk and Recorder
Gallatin County, Montana