



**AGENDA
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, OCTOBER 15, 2025
6:00 PM
COUNCIL CHAMBERS**

Public Input: *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

Disclosure of Ex Parte Communication

Public Hearing

General Items

New Business

1. Fox Farm Subdivision

Old Business

Other Items

Announcements

2. Next Meeting: November 19, 2025.

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

File Attachments for Item:

1. Fox Farm Subdivision



**YELLOWSTONE COUNTY WEED DISTRICT
WEED MANAGEMENT PLAN**

Date:

Contact person & Phone number: Amber Essex (406) 894-3070

Name of project: Fox Field Subdivision

Land Description (Legal & Descriptive): LOCATED IN A PORTION OF THE SOUTHWEST 1/4,
SECTION 15, TOWNSHIP 2 SOUTH, RANGE 23 EAST, P.M.M. YELLOWSTONE COUNTY,
MONTANA

Number of acres involved: 26.296

Noxious Weed Species found on site if any:

NA

No Noxious Weeds
Found - 8/21/2025

Type of control to be used:

- ☐ Cultivation- (must include an attached Revegetation plan)
- ☐ Herbicide- (must include what kind, application rate and time & method)
- ☐ Grazing- (must complete enclosed grazing plan)
- ☒ Hand pulling/Mowing- (please include method of disposal)

Specific control measures: Disposal of grass clippings-in the local landfill. Either Park City
Solid waste site or City of Billings Landfill.

about 1000 ft. of
the 1000 ft. of the

Weed control to be completed by: X Self Commercial Firm
If a commercial firm is to be used, please give name and address when hired.

Dates weed control will be implemented: _____

Is there live or open water on the property? If so please outline on your map.

This plan if implemented by said contractor, will be in effect for two years from the date of project completion. The responsibility for weed control will revert back to the landowner after this period.

Dated this 29th day of JULY 2025

I acknowledge and agree to the foregoing provisions.

Signature Robert Fox

Name and Address

Please print

Robert and Roberta Fox
4910 LORI PAE LN
PARK CITY MT 89063

Weed Management Approval: (Yes) (No) Date 6/21/2025

Weed District Representative [Signature]

01/19/17
1/19/17
1/19/17

County Weed District Recommendations: None at this time.

Attach additional information if needed

**YELLOWSTONE COUNTY WEED DISTRICT
REVEGETATION PLAN**

Should you decide to use cultivation as a control method on a rangeland, non crop site, or other disturbed sites (reference section 7-22-2152, Montana Code Annotated) please complete the following plan. If you have a revegetation plan already in place, please attach a copy to your Yellowstone County Weed Management Plan.

(a) Please describe the site to be revegetated.

(b) Outline what method(s) will be used to accomplish revegetation of the disturbed areas (seeding, planting, sod, etc.)

NA

(c) If applicable list the type and amount of seed/sod to be used for revegetation. NA

Type	_____	Rate	_____	Acres	_____
Type	_____	Rate	_____	Acres	_____
Type	_____	Rate	_____	Acres	_____
Type	_____	Rate	_____	Acres	_____

(d) If applicable list the type and amount of fertilizer to be used:

—

—

1980-81-82-83-84

1980

1981

Type	_____	Rate	_____	Acres	_____
Type	_____	Rate	_____		_____
	_____		_____		_____
			_____		_____ Acres
Type		Rate			
		Acres			

(c) Timing of revegetation practices: **NA**

Approximate cultivation date(s)

Approximate seeding / sod date(s) _____

Approximate fertilizer date(s) _____

Attach additional information if needed

YELLOWSTONE COUNTY WEED DISTRICT NOXIOUS WEED GRAZING MANAGEMENT PLAN

IS THERE A CURRENT GRAZING SYSTEM USED?
PLEASE EXPLAIN

No

NOXIOUS WEED TO BE GRAZED?

TYPE OF ANIMAL TO BE USED?

A.U.M.'S PER ACRE?

TURN IN DATE _____ TURN OUT DATE _____

SEASON OF GRAZING?

STAGE OF PLANT GROWTH?

WERE ANIMALS HELD IN AN AREA TO LET INFESTED FORAGE PASS BEFORE ANIMALS WERE MOVED INTO UNINFESTED AREA?

WILL THIS METHOD BE USED ALONG WITH HERBICIDE CONTROL?

44

61

WHAT KIND OF MONITORING OR FOLLOW UP WILL BE DONE TO INSURE THAT GRAZING IS WORKING AS A WEED CONTROL MEASURE AND THE LAND IS NOT BEING OVER-GRAZED?

DATE INSPECTED BY WEED DEPT.

8/21/2025

NOTES

-

*Attach additional information if
needed*

2009/19/2



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Type	_____	Rate	_____	Acres	_____
Type	_____	Rate	_____	Acres	_____

(d) If applicable list the type and amount of fertilizer to be used:

—

—

1900-1901-1902-1903

1904

1905

Type	_____	Rate	_____	Acres	_____
Type	_____	Rate	_____		_____
	_____		_____		_____
			_____		_____ Acres
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2009/19/2



August 4, 2025

James Papez PE
Papez Development Services
5420 Molo Road
Billings MT 59106

RE: Fox Field Subdivision
Yellowstone County
E.Q. #25-2535

Dear Mr. Papez:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Pursuant to MAR Notice No. 17-447, ARM 17.36.103 has been amended to no longer require a letter from the Montana Department of Natural Resources and Conservation (DNRC) or for projects within the reservation boundaries, by the appropriate water management board, regarding legal water availability (i.e. water rights) prior to certificate of subdivision approval. Thus, this certificate of subdivision approval does not consider legal water availability, but only the physical presence and properties of water (i.e. quantity and quality). For water rights determinations, contact DNRC or the appropriate management board as the regulatory authority of legal water availability.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,

Shawn Rowland M.S. R.S.

Subdivision Section Supervisor | Engineering Bureau | Water Quality Division

SR/HM

cc: County Sanitarian
County Planning Board (e-mail)
Owner

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100-year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the proposed stormwater management plan for Lots 1-3 shall consist of a minimum 4,633 cubic foot retention basin located and constructed in accordance with attached plans from Papez Development Services, LLC dated 04/28/2025; maintenance of the storm water facility(s) is the responsibility of the parcel owner, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT the developer and/or owner of record shall provide the purchaser of property with a copy of the plat, approved location of water supply, sewage treatment system, and storm drainage structures as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the Yellowstone City-County Health Department and will comply with Yellowstone City-County Board of Health Rule #3 and Title 17, Chapter 36, Sub-Chapters 3 and 9, ARM, before construction is started, and,

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapter 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

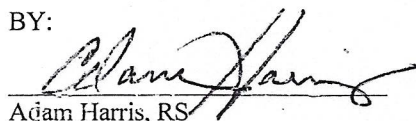
Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder. This certificate of subdivision approval considered the physical presence and properties of water but does not constitute an entitlement to or a representation regarding water rights or the legal availability of water, which is regulated by the Montana Department of Natural Resources and Conservation or for projects within the reservation boundaries, by the appropriate water management board.


YOU ARE REQUESTED to record this certificate by attaching it to the plat filed in your office as required by law.

DATED this 15th Day of July, 2025.

Sonja Nowakowski,
DIRECTOR

BY:


Adam Harris, RS
Environmental Health Services
Yellowstone City/County Health Dept.


Shawn Rowland, MS RS, Section Supervisor
Water Quality Division
Department of Environmental Quality

OWNERS NAME: Robert and Roberta Fox

LEGEND

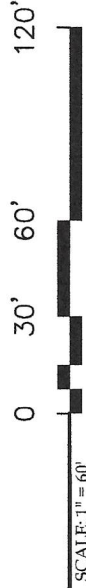
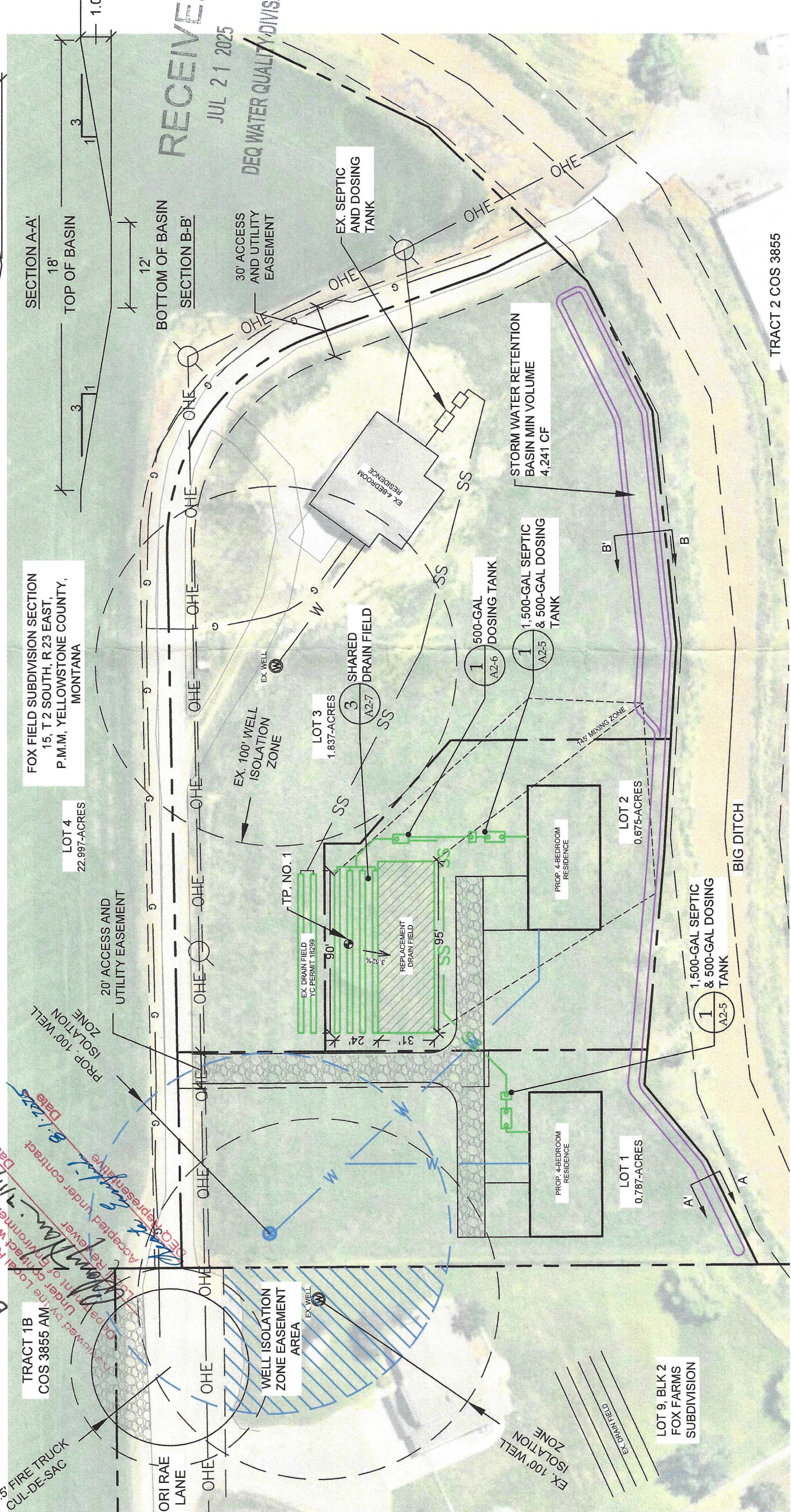
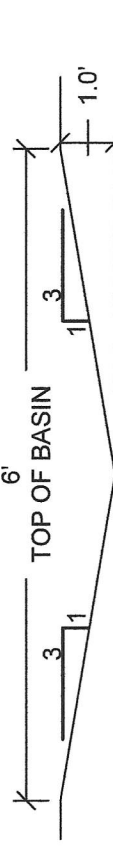
- PRIMARY DRAIN FIELD
- REPLACEMENT DRAIN FIELD
- MIXING ZONE
- SEPTIC/DOSING TANK
- GRAVEL DRIVE
- TEST PIT

LAYOUT NOTES

- SYSTEM MUST BE INSTALLED IN CONFORMANCE WITH DEQ CIRCULAR 4, CIRCULAR 20, CURRENT EDITIONS, AND YELLOWSTONE COUNTY HEALTH DEPARTMENT RULES AND REGULATIONS.
- COORDINATE WASTEWATER SYSTEM FIELD INSPECTION WITH COUNTY SANITARIAN AS REQUIRED. PROVIDE A MINIMUM OF 24-HOURS NOTICE PRIOR TO FIELD TESTS.
- MAINTAIN MINIMUM SETBACKS IN CONFORMANCE WITH ARM 17.36.323.
- CONSTRUCT, INSTALL AND DISINFECT WELL IN CONFORMANCE WITH ARM 36, CHAPTER 21, SUBCHAPTER 6.
- ALL WELLS AND DRAIN FIELDS WITHIN 100' OF THE PROPERTY BOUNDARY ARE SHOWN ON THE LOT LAYOUT PLAN.
- DIRECT RUNOFF FROM RESIDENCES AND DRIVEWAYS TO STORM WATER BASIN.
- MINIMUM STORM WATER BASIN VOLUME SHALL BE 4,241 CUBIC FEET.

POST-DEVELOPMENT SURFACE CHARACTERISTICS			
DRAINAGE AREA	PAVING/HOUSE	GRAVEL	LAWN
	11,350 SF	24,055 SF	6,000 SF
UNIMPROVED			
1,104,049 SF			

OPERATION AND MAINTENANCE
INSPECT RETENTION BASIN FOR EROSION AND SEDIMENT ACCUMULATION ANNUALLY. REMOVE EXCESSIVE SEDIMENT AND REVEGETATE IF THE SEDIMENT ACCUMULATES IN EXCESS OF 6-INCHES IN BOTTOM OF BASIN.



SCALE: 1" = 60'



LEGEND

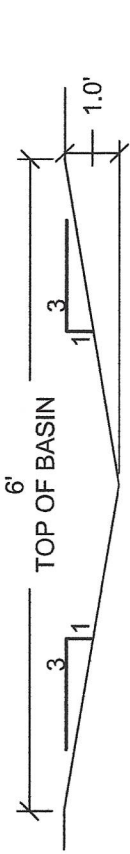
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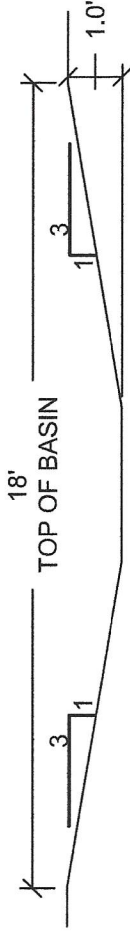


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SECTION A-A'



SECTION B-B'

RECEIVED

JUL 21 2025

DEQ WATER QUALITY DIVISION

DRAINAGE BASIN VOLUME


BASIN TOP AREA	6,340 SF
BASIN BOTTOM AREA	2,926 SF
BASIN DEPTH	1.00 FT
REQUIRED BASIN VOLUME	4,241 CF
PROVIDED BASIN VOLUME	4,633 CF

Reviewed by the Local Reviewing Authority
Under contract with the
Department of Environmental Quality
Date 7/11/2025
Local Reviewer
Accepted under contract
Date 8-1-2025
DEQ Representative
EQ #25-2535



SCALE: 1" = 200'

1 POST DEVELOPMENT HYDROLOGY MAP



Papez
Development
Services, LLC
(406) 545-5284
james@pds-eng.net

POST DEVELOPMENT HYD.
FOX MEADOWS SUBDIVISION
YELLOWSTONE COUNTY, MT

SHEET TITLE/PROJECT NAME

JWP
DESIGNED BY
04/28/2025
DATE
24020
PROJECT NUMBER
SHEET
NUMBER

HYD-2



August 4, 2025

James Papez PE
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5420 Molo Road
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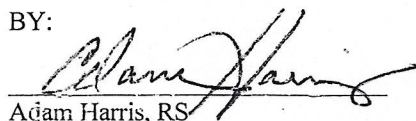
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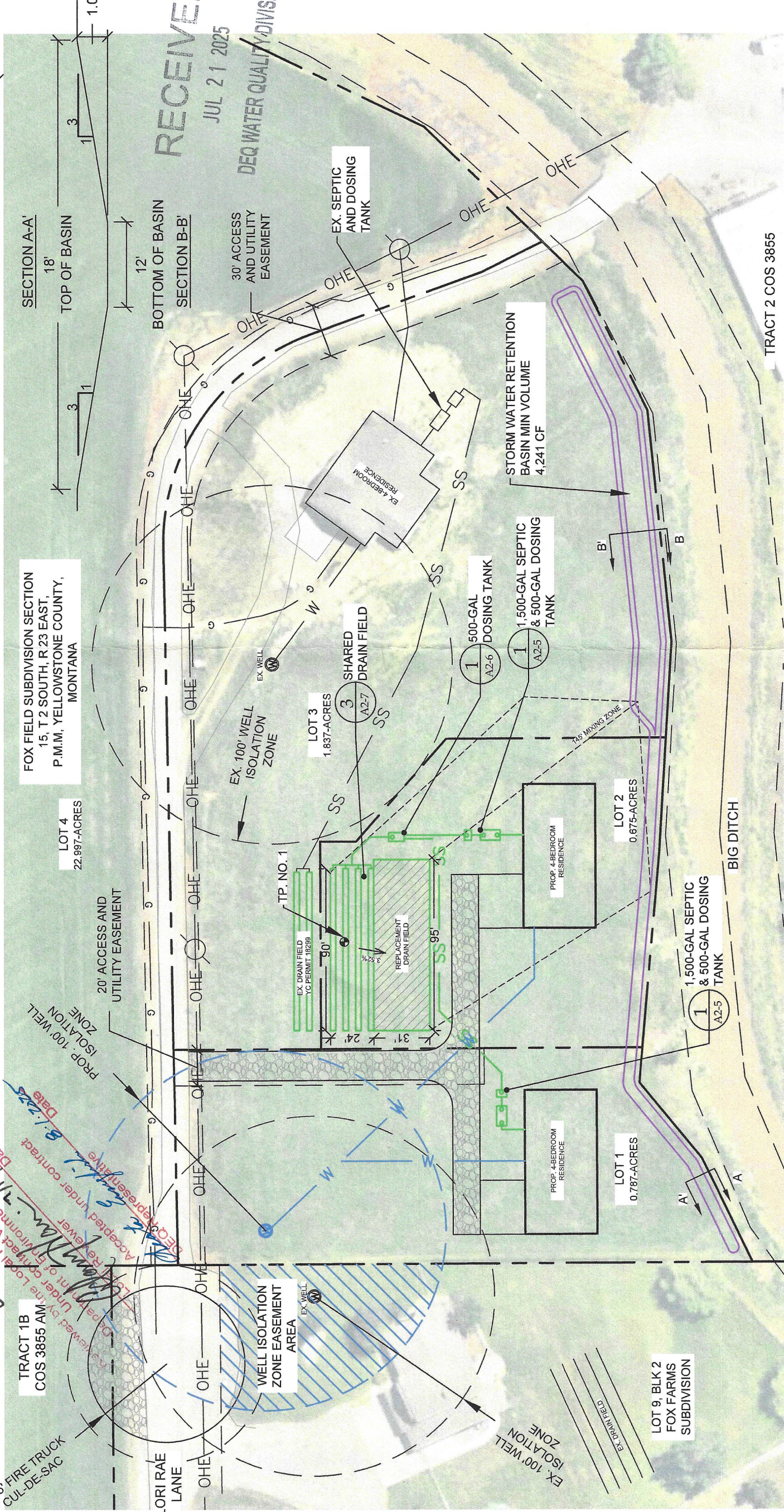
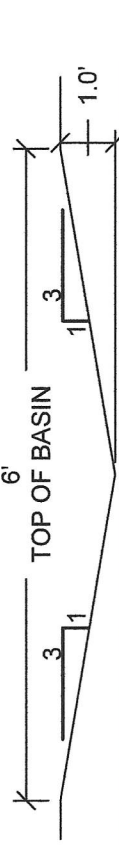
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DRAINAGE AREA	PAVING/HOUSE	GRAVEL	UNIMPROVED LAWN
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1,104,049 SF			

OPERATION AND MAINTENANCE

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Papez Development Services, LLC
james@pds-engr.net
(406) 545-5284

LOT LAYOUT PLAN
FOX FIELD SUBDIVISION
YELLOWSTONE COUNTY, MT

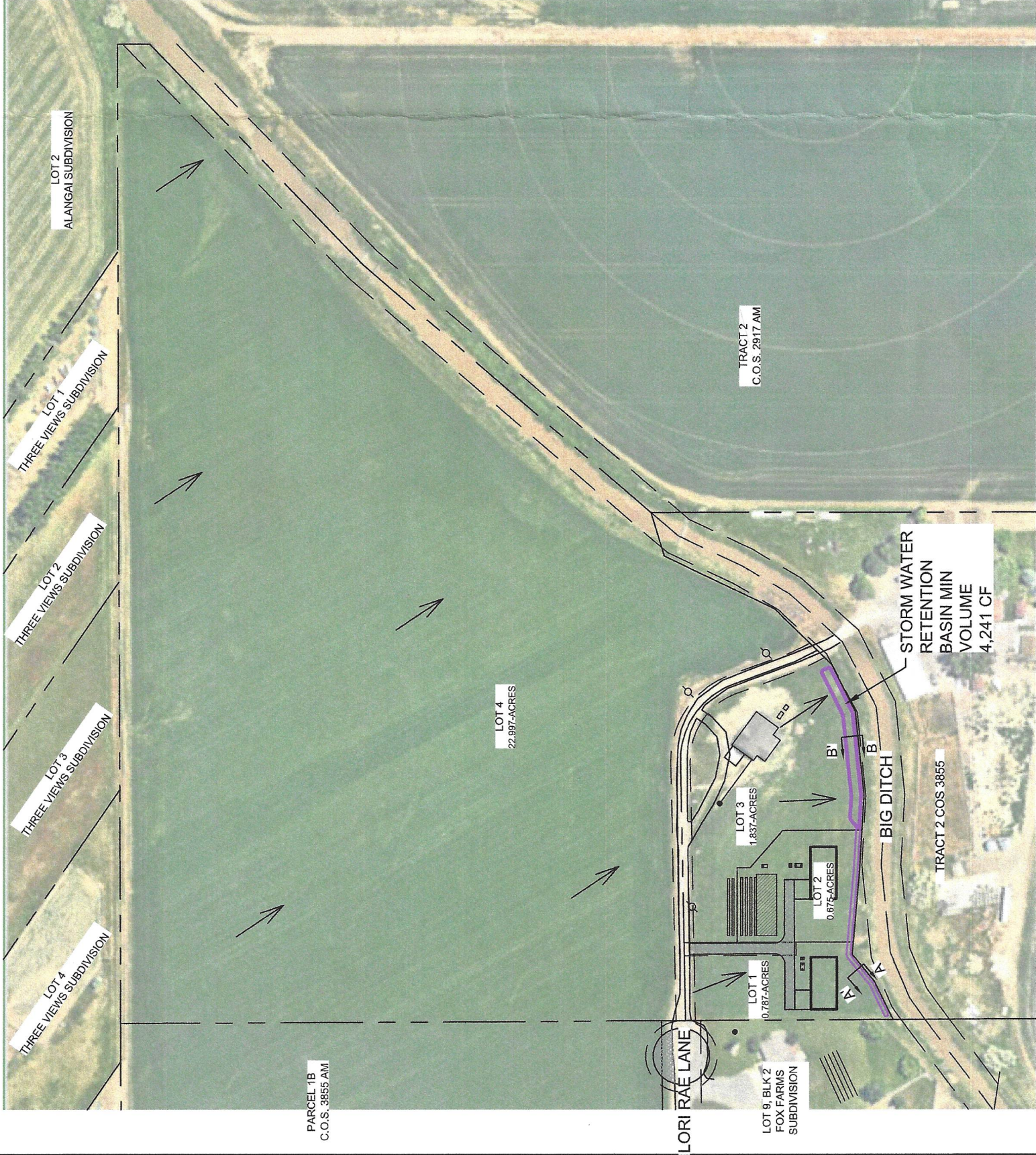
JWP	DESIGNED BY
04/28/2025	DATE
24020	PROJECT NUMBER
SHEET NUMBER	

A2-2

LEGEND

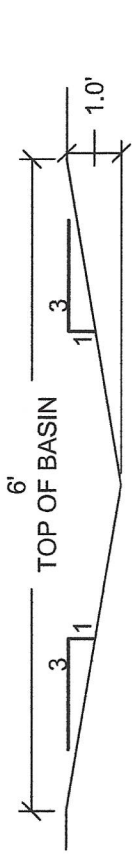
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SECTION B-B'

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YELLOWSTONE COUNTY, MT

JWP	DESIGNED BY
04/28/2025	DATE
24020	PROJECT NUMBER
SHEET NUMBER	

HYD-2



CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Authorized Countersignature
Stewart Title Company
223 Shiloh Road Ste 10
Billings, MT 59106



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) “the Assured”: the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) “land”: the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term “land” does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) “mortgage”: mortgage, deed of trust, trust deed, or other security instrument.
 - (d) “public records”: records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) “date”: the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company’s Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company’s expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company’s obligations to the Assured under the Guarantee shall terminate.

- 6. Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
- 7. Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this Guarantee, the Company shall have the following additional options:
- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
- The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.
- Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.
- Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
- To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.
- Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.
- 8. Determination and Extent of Liability** – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2. The liability of the Company under this Guarantee to the Assured shall not exceed the least of:
- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.
- 9. Limitation of Liability --**
- (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.
- 10. Reduction of Liability or Termination of Liability** – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to paragraph 5 shall reduce the amount of liability pro tanto.
- 11. Payment of Loss** –
- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.
- 12. Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
- The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.
- If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.
- 13. Arbitration** – Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provisions or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.
- 14. Liability Limited to This Guarantee; Guarantee Entire Contract** –
- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.
- 15. Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

SUBDIVISION GUARANTEE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File Number: 2650449

Guarantee No.: G-2222-98879

Date of Guarantee: May 28, 2025 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$75.00

A. Assured:

Essex Surveying

B. Assurances:

1. Description of the land:

SEE EXHIBIT "A" ATTACHED HERETO

2. Name of Proposed Subdivision Plat or Condominium Map:

Fox Field Subdivision

3. That the only hereafter named parties appear to have an interest showing in the public records affecting the land necessitating their execution of the name proposed plat or map area as follows:

Roberta Fox and Robert Fox

**SUBDIVISION GUARANTEE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File Number: 2650449

Guarantee No.: G-2222-98879

That part of the SW1/4 of Section 15, Township 2 South, Range 23 East, PMM, described as Tract 1A of Amended Tract 1 of Certificate of Survey No. 3855, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. [4067906](#).

SUBDIVISION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Order Number: 2650449

Guarantee No.: G-2222-98879

SUBJECT TO:

1. General and special taxes and assessments for the year 2025, which are a lien, not yet computed or payable.

General and special taxes and assessments for the year 2024, first half due November 30, 2024 and PAID in the amount of \$1,344.02. Second half due May 31, 2025 and PAID in the amount of \$1,344.00. Tax Code No. [D02457](#). (NOTE: 2023 Taxes PAID in the amount of \$526.33.)

2. Easement granted to Yellowstone Valley Electrification Association, recorded March 11, 1939 in Book 210, Page 208, under Document No. [336241](#).
3. Easement granted to Cove Ditch Company by Final Order of Condemnation, recorded September 22, 1919 in Book 3 Orders and Decress, Page 347, under Document No. [126100](#).
4. Grant of Easement, recorded February 26, 2020, under Document No. [3912503](#).
5. Easements, notes, covenants, restrictions and rights-of-way as set forth on the Plat of Certificate of Survey No. 3855, recorded under Document No. [4067906](#).
6. Declaration of Homestead executed by Robert Leroy Fox and Roberta Fox, and recorded on January 14, 2011, under Document No. [3576904](#).
7. A Deed of Trust to secure an indebtedness of \$318,500.00, and any other amounts payable under the terms thereof, recorded September 11, 2024, under Document No. [4085083](#), of official records.

Dated: September 6, 2024
Grantor: Roberta Fox and Robert Fox
Trustee: First Montana Title Co Billings
Beneficiary: Altana Federal Credit Union

8. A Revolving Credit Deed of Trust to secure an indebtedness of \$25,000.00, and any other amounts payable under the terms thereof, recorded September 11, 2024, under Document No. [4085084](#), of official records.

Dated: September 6, 2024
Grantor: Roberta Fox and Robert Fox
Trustee: Flying S Title & Escrow
Beneficiary: Altana Federal Credit Union

9. A Deed of Trust to secure an indebtedness of \$45,000.00, and any other amounts payable under the terms thereof, recorded May 23, 2025, under Document No. [4103235](#), of official records.

SUBDIVISION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Dated: May 14, 2025
Grantor: Roberta Fox and Robert Fox
Trustee: Flying S Title & Escrow
Beneficiary: Altana Federal Credit Union

NOTE: Chain of Title

As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyance describing all or part of the subject property by which the Vestees have acquired title:

Warranty Deed recorded September 11, 2024, under Document No. [4085082](#).

NOTE: Public Records Search

We have examined the Judgment and Income Tax Lien records in the office of the Clerk and Recorder and the Clerk of Court for Yellowstone County, Montana and find no judgments or liens affecting the real property herein, or the proposed Buyers, other than as excepted in Schedule B.

Survey/Plat, when recorded, must be in compliance with the provisions of the Montana Subdivision and Platting Act, 1973, (Sections 76-3-101 M.C.A. through 76-3-614 M.C.A.) and the regulations adopted pursuant thereto.

Easements, conditions and restrictions as disclosed or to be disclosed on proposed Survey/Plat to be recorded prior to or as part of this transaction.

STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Fox Minor Sub Adjoining property owners

Primary Information

Property Category: RP

Subcategory: Agricultural and Timber Properties

Geocode: 03-0819-15-1-06-04-0000

Assessment Code: 000D024530

Primary Owner:

MARKEGARD, ERIC

4719 OLD HIGHWAY 10 W

LAUREL, MT 59044-9730

Note: See Owners section for all owners

Property Address:

Certificate of Survey: 1537

Legal Description: S15, T02 S, R23 E, C.O.S. 1537,
PARCEL 2A, AMD (20

Primary Information

Property Category: RP

Subcategory: Residential Property

Geocode: 03-0819-15-3-07-41-0000

Assessment Code: 000C153810

Primary Owner:

BRATZ, JANICE M

4920 LORI RAE LN

PARK CITY, MT 59063-9607

Note: See Owners section for all owners

Property Address:

4920 LORI RAE LN
LAUREL, MT 59044

Certificate of Survey:

Legal Description: FOX FARMS SUB, S15, T02 S, R23
E, BLOCK 2, Lot 9, (06) 1.105 AC

Primary Information

Property Category: RP

Subcategory: Residential Property

Geocode: 03-0819-15-2-03-12-0000

Assessment Code: 000C126940

Primary Owner:

SEGOVIANO, FRANCISCO X & MARGARET T
5010 US HIGHWAY 10 W
LAUREL, MT 59044

Note: See Owners section for all owners

Property Address:

5010 US HIGHWAY 10 W
LAUREL, MT 59044

Certificate of Survey:

Legal Description: THREE VIEWS SUBD, S15, T02 S,
R23 E, BLOCK 1, Lot 4, ACRES 4.462

Primary Information

Property Category: RP

Subcategory: Residential Property

Geocode: 03-0819-15-2-03-09-0000

Assessment Code: 000C126930

Primary Owner:

HARTLEY, JON T & KATHRYN M
4990 OLD HIGHWAY 10 W
LAUREL, MT 59044-9731

Note: See Owners section for all owners

Property Address:

4990 US HIGHWAY 10 W
LAUREL, MT 59044

Certificate of Survey:

Legal Description: THREE VIEWS SUBD, S15, T02 S, R23 E, BLOCK 1, Lot 3,
ACRES 4.462

Primary Information

Property Category: RP

Subcategory: Non-Qualified Ag

Geocode: 03-0819-15-2-01-20-0000

Assessment Code: 000D128230

Primary Owner:

HOLMAN, GYPSY & AARON
PO BOX 67
LAUREL, MT 59044-0067

Note: See Owners section for all owners

Property Address:

4928 OLD HIGHWAY 10 W
LAUREL, MT 59044

Certificate of Survey:

Legal Description: ALANGAI SUB (07), S15, T02 S, R23 E, Lot 2, 22.8012AC

Primary Information

Property Category: RP

Subcategory: Residential Property

Geocode: 03-0819-15-2-03-03-0000

Assessment Code: 000C126910

Primary Owner:

MIDDLETON, CHRISTINE JO ANN & FRANK

PO BOX 545

PARK CITY, MT 59063-0545

Note: See Owners section for all owners

Property Address:

4950 US HIGHWAY 10 W

LAUREL, MT 59044

Certificate of Survey:

Legal Description: THREE VIEWS SUBD, S15, T02 S, R23 E, BLOCK 1, Lot 1,
ACRES 4.462

Fox Minor Sub Adjoining property owners

Primary Information

Property Category: RP

Subcategory: Agricultural and Timber Properties

Geocode: 03-0819-15-1-06-04-0000

Assessment Code: 000D024530

Primary Owner:

MARKEGARD, ERIC

4719 OLD HIGHWAY 10 W

LAUREL, MT 59044-9730

Note: See Owners section for all owners

Property Address:

Certificate of Survey: 1537

Legal Description: S15, T02 S, R23 E, C.O.S. 1537,
PARCEL 2A, AMD (20

Primary Information

Property Category: RP

Subcategory: Residential Property

Geocode: 03-0819-15-3-07-41-0000

Assessment Code: 000C153810

Primary Owner:

BRATZ, JANICE M

4920 LORI RAE LN

PARK CITY, MT 59063-9607

Note: See Owners section for all owners

Property Address:

4920 LORI RAE LN
LAUREL, MT 59044

Certificate of Survey:

Legal Description: FOX FARMS SUB, S15, T02 S, R23
E, BLOCK 2, Lot 9, (06) 1.105 AC

Primary Information

Property Category: RP

Subcategory: Residential Property

Geocode: 03-0819-15-2-03-12-0000

Assessment Code: 000C126940

Primary Owner:

SEGOVIANO, FRANCISCO X & MARGARET T
5010 US HIGHWAY 10 W
LAUREL, MT 59044

Note: See Owners section for all owners

Property Address:

5010 US HIGHWAY 10 W
LAUREL, MT 59044

Certificate of Survey:

Legal Description: THREE VIEWS SUBD, S15, T02 S,
R23 E, BLOCK 1, Lot 4, ACRES 4.462

Primary Information

Property Category: RP

Subcategory: Residential Property

Geocode: 03-0819-15-2-03-09-0000

Assessment Code: 000C126930

Primary Owner:

HARTLEY, JON T & KATHRYN M
4990 OLD HIGHWAY 10 W
LAUREL, MT 59044-9731

Note: See Owners section for all owners

Property Address:

4990 US HIGHWAY 10 W
LAUREL, MT 59044

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ACRES 4.462

Primary Information

Property Category: RP

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Geocode: 03-0819-15-2-01-20-0000

Assessment Code: 000D128230

Primary Owner:

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LAUREL, MT 59044-0067

Note: See Owners section for all owners

Property Address:

4928 OLD HIGHWAY 10 W
LAUREL, MT 59044

Certificate of Survey:

Legal Description: ALANGAI SUB (07), S15, T02 S, R23 E, Lot 2, 22.8012AC

Primary Information

Property Category: RP

Subcategory: Residential Property

Geocode: 03-0819-15-2-03-03-0000

Assessment Code: 000C126910

Primary Owner:

MIDDLETON, CHRISTINE JO ANN & FRANK

PO BOX 545

PARK CITY, MT 59063-0545

Note: See Owners section for all owners

Property Address:

4950 US HIGHWAY 10 W

LAUREL, MT 59044

Certificate of Survey:

Legal Description: THREE VIEWS SUBD, S15, T02 S, R23 E, BLOCK 1, Lot 1,
ACRES 4.462

Communications Page

From: [Ryan Robertus <rRobertus@laurel.mt.gov>](mailto:rRobertus@laurel.mt.gov)

Sent: Thu, Jul 3, 2025 at 8:15 pm

To: mhook@essexsurveying.com

Good evening,

Sorry I took so long to get back to you, everything looks good on the Robert Fox subdivision plans.

Thank you,

Ryan Robertus

Fire Marshal

Laurel Fire Department

Minor sub-division

From: [David Whitesell <dwhitesell@pcsd5.org>](mailto:dwhitesell@pcsd5.org)

Sent: Sat, Jul 5, 2025 at 2:51 pm

To: mhook@essexsurveying.com

Hi Maggie,

The minor subdivision will be fine.

Dave Whitesell, Superintendent

Park City Public Schools

dwhitesell@pcsd5.org

406.291.7927

RE: Fox subdivision

From: mhook@essexsurveying.com <mhook@essexsurveying.com>

Sent: Mon, Jul 21, 2025 at 9:07 am

To: [Ryan Robertus](mailto:rRobertus@laurel.mt.gov)

[23-052 FOX-SUBD Prelim Plat \(3\).pdf](#) (1.8 MB)

Good morning Ryan. I have one more question about the Fox Subdivision. Is there a way for you to tell me how far away this property? I appreciate it!

Maggie Hook

Essex Surveying

Cell: (406) 690-5119

Email: mhook@essexsurveying.com

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Minor sub-division

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Dave Whitesell, Superintendent

Park City Public Schools

dwhitesell@pcsd5.org

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Maggie Hook

Essex Surveying

Cell: (406) 690-5119

Email: mhook@essexsurveying.com

PRELIMINARY PLAT OF FOX FIELD SUBDIVISION

LOCATED IN A PORTION OF THE SOUTHWEST 1/4, SECTION 15, TOWNSHIP 2 SOUTH, RANGE 23 EAST, P.M.M. YELLOWSTONE COUNTY, MONTANA

SURVEYED FOR: ROBERT L. AND ROBERTA FOX

SURVEYED BY: ESSEX SURVEYING, LLC
39 LIGHTNING LANE
RED LODGE, MT 59068
(406) 860-6043

OWNER'S CERTIFICATION AND PROPERTY DESCRIPTION

State of Montana)
County of Yellowstone)

We, the undersigned property owners, certify that we have caused to be surveyed, subdivided and plotted into lots and blocks as shown by the plat hereunto annexed, the following described land, to-wit:

Being Tract 1A of Certificate of Survey No. 3855 (Amended), filed under document No. 4067906 located in the office of the Clerk and Recorder of said county, Located in a portion of the Southwest 1/4, Section 15, Township 2 South, Range 23 East, P.M.M. Yellowstone County, Montana. Containing 26.296 acres, more or less, and all according to the attached Certificate of Survey. Subject to all easements and/or rights-of-way of record, apparent on the ground or reserved per this survey.

Lots 1, 2, and 3 of the plat of the Plat of Fox Field Subdivision are exempt from review per ARM 17.36.605(2)(b) "a parcel that has a previous approval issued under Title 76, chapter 4, part 1, MCA." And Lot 4 is exempt from review per 76-4-103, M.C.A. "A subdivision consists of only those parcels of less than 20 acres that have been created by a division of land, and the plat must show all of the parcels, whether contiguous or not. The rental or lease of one or more parts of a single building, structure, or other improvement, whether existing or proposed, is not a subdivision, as that term is defined in this part, and is not subject to the requirements of this part".

No parkland is being dedicated to the public pursuant to Section 76-3-621(3)(d), MCA. The herein described tract of land is to be known and designated as:

LOTS 1, 2, 3 AND 4 OF THE PLAT OF FOX FIELD SUBDIVISION

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under, and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever.

ROBERT L. FOX - Owner

ROBERTA FOX - Owner

STATE OF MONTANA)
County of Yellowstone)

On this _____ day of _____, 202____, before me, the undersigned, a Notary Public for the state of Montana, Personally appeared Robert L. Fox and Roberta Fox, known to me to be the individuals who signed the foregoing instrument, and who acknowledged to me that they executed the same.

Notary Public for the State of Montana

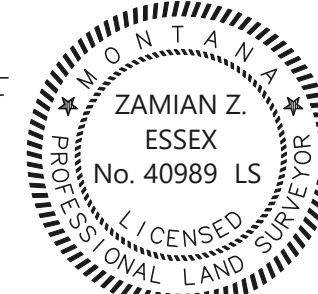
CERTIFICATE OF SURVEYOR

State of Montana)
County of Yellowstone)

I, Zamian Z. Essex, a Licensed Land Surveyor, Montana License No. 40989LS, do hereby certify that the survey shown on the attached Plat of Lots 1, 2, 3 and 4 of the plat of FOX FIELD SUBDIVISION was performed by me during the month of April, 2025, in accordance with the Montana Subdivision and Platting Act, Title 76, Chapter 3, MCA; and that said survey is true and complete as shown and that the monuments found and set are of the character described and occupy the positions shown thereon.

Zamian Z. Essex, Licensed Land Surveyor
Montana License No. 40989LS

Dated _____



COUNTY TREASURER'S CERTIFICATION OF TAX PAYMENT

I hereby certify pursuant to 76-3-207(3)(b) M.C.A., that all real property taxes and special assessments levied on the land described above have been paid.

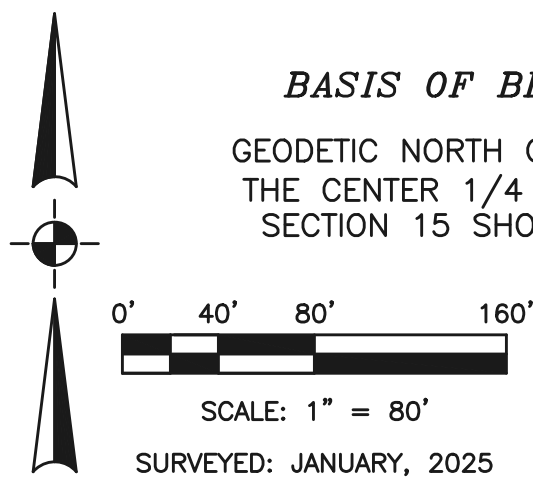
_____ Date _____

Yellowstone County Treasurer - Deputy

CLERK AND RECORDER FILING INFORMATION

BASIS OF BEARING

GEODETIC NORTH OBSERVED AT THE CENTER 1/4 CORNER OF SECTION 15 SHOWN HEREIN



COUNTY ATTORNEY APPROVAL

This Document has been reviewed by the county attorney's office and is acceptable to form.

County Attorney _____ Date _____

CERTIFICATE OF RIVERSTONE HEALTH

This document has been reviewed by the County Health Department and is acceptable as to form.

Dated this _____ day of _____, 202____.

Reviewed by: _____

CERTIFICATE OF APPROVAL

State of Montana)
County of Yellowstone)

We do hereby certify that we have examined the PLAT OF FOX FIELD SUBDIVISION and find that said plat conforms to the requirement of the laws and the State of Montana and approves it.

IN WITNESS WHEREOF, we have set our hands and seal of Yellowstone County, this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:
Jeff Martin, Clerk and Recorder

LEGEND

SECTION CORNER FOUND AS NOTED

QUARTER CORNER FOUND AS NOTED

CENTER 1/4 CORNER FOUND AS NOTED

PROPERTY CORNER FOUND AS NOTED

PROPERTY CORNER FOUND - YELLOW PLASTIC CAP MARKED "ESSEX"

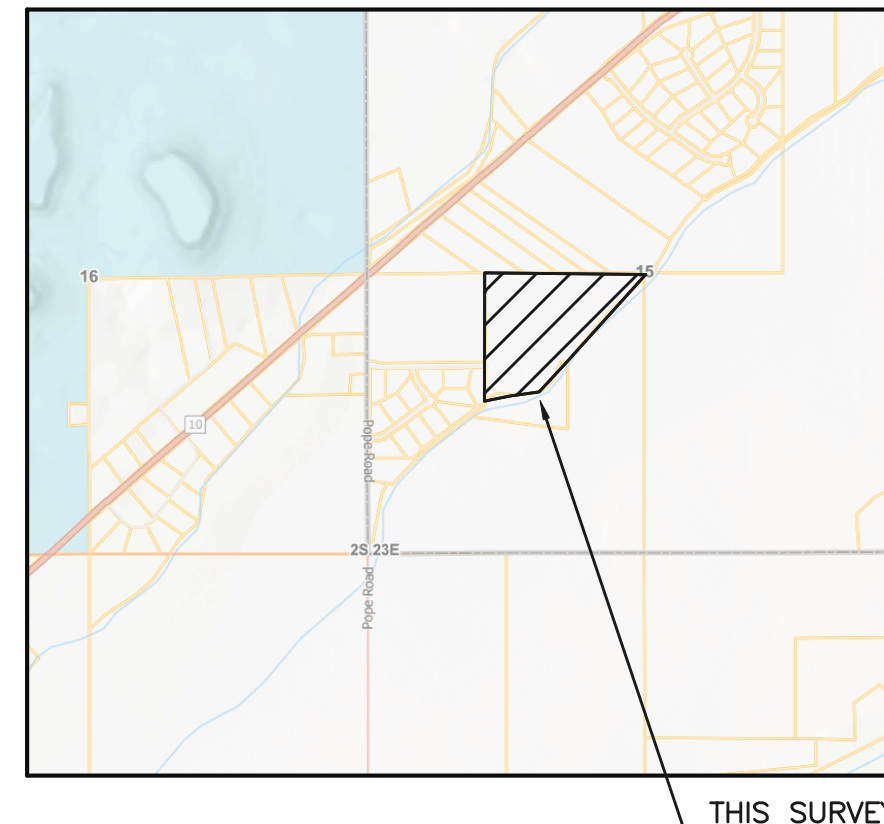
PROPERTY CORNER SET - 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "ESSEX - 40989LS"

CALCULATED POSITION - NOTHING FOUND OR SET

R RECORD DISTANCE

YPC YELLOW PLASTIC CAP

VICINITY MAP



THIS SURVEY

LINE	BEARING	DISTANCE
L1	S 84°03'36" W	64.38
L2	S 80°27'12" W	54.21
L3	S 85°02'51" E	19.54
L4	N 85°02'51" W	109.27
L5	S 86°35'56" E	63.53
L6	S 86°35'56" E	53.85
L7	S 84°05'03" W	129.57
L8	N 63°32'48" E	80.53
L9	N 44°17'28" E	51.25
L10	N 44°17'28" E	91.68
L11	N 73°01'26" E	69.46
L12	N 00°04'06" W	30.00
L13	S 26°35'09" E	37.90
L14	S 20°09'18" E	101.71
L15	S 00°00'00" E	20.00
L16	S 48°52'12" E	75.99

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	123.57	153.07	143.47	N 55°38'29" W	70°58'21"

Subdivision Improvements Agreement
Fox Field Subdivision
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Yellowstone County

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Subdivision Improvements Agreement

Fox Field Subdivision

This agreement is made and entered into this ____ day of _____, 2025, by and between Robert L. and Roberta Fox, whose address for the purpose of this agreement is 4910 Lori Rae Lane, Park City, MT 59044, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of **Fox Field Subdivision** located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the 23rd day of June 2025, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of **Fox Field Subdivision** 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 **Fox Field 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

1. 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. 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 rights-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. The property is currently underdeveloped with the exception of Lori Rae Lane and a single-family residence located on proposed Lot 3.

III. TRANSPORTATION

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

A. Streets

Lori Rae Lane in Park City is a 28-foot-wide gravel surfaced roadway contained in a 60-foot public road easement. Lori Rae Lane is maintained under rural special improvement district (RSID) 731M. Lori Rae Lane will be extended into the Fox Field Subdivision to provide access to the subdivision lots. Lori Rae Lane extension will consist of a 28-foot-wide gravel surfaced roadway constructed in conformance with current Yellowstone County Standards and will terminate with a 43.5-foot gravel surfaced radius turnaround. The new roadway improvements will be contained in a new public roadway easement and will be maintained as part of RSID 731M.

B. Traffic Control Devices

There are no proposed traffic control devices proposed for this subdivision. All required traffic control devices have been previously installed.

C. Access

Access to the subdivision is from Lori Rae Lane, with connection to Pope Road. The property is currently underdeveloped with the exception of Lori Rae Lane and a single-family residence located on proposed Lot 3. Lori Rae Lane shall be extended into the Fox Field Subdivision to provide driveway access to the subdivision lots.

D. Billings Area Bikeway and Trail Master Plan (BABTMP)

This subdivision is outside of the BABTMP.

E. Sidewalk

No street sidewalks shall be constructed within Fox Field Subdivision.

IV. EMERGENCY SERVICES

- A. The subdivision is located in Laurel Fire District 7 (Laurel FD7). Laurel FD7 will provide fire protection services for the subdivision through the use of (2) existing 15,000-gallon fire protection tanks located in the Fox Farms Subdivision. Fox Field Subdivision will be included in the RSID for maintenance and repairs of the existing fire protection tanks. Laurel Fire Department was contacted for comment via email on July 3, 2025 and found no issues with the Fox Field Subdivision. Ryan Robertus, Laurel Fire Department Fire Marshal. rRobertus@laurel.mt.gov

V. STORM DRAINAGE

- A. Stormwater runoff from Fox Field Subdivision was designed in accordance with DEQ Circular 8. A stormwater report was submitted and approved by Montana DEQ. Subdividers shall construct the drainage swales and detention basin in accordance with the stormwater report and approved plans. The detention basin will be contained in a stormwater detention easement as shown on the Fox Field Farm Subdivision plat. Maintenance of the stormwater facility shall be the responsibility of the subdivider.

VI. UTILITIES

A. Water

Individual and shared wells shall be used to provide water to the subdivision. Well locations shall be reviewed and approved by Montana DEQ and Yellowstone County Health Department. Lot buyers shall be responsible for the installation of the individual and shared wells in the locations shown on the Lot Layout Plan approved by Montana DEQ. Individual access to shared wells shall be through the utility easement shown on the Fox Field Farm Subdivision plat.

B. Sanitary Sewer

Wastewater generated within the subdivision will be treated with individual and shared wastewater treatment systems. Wastewater treatment systems shall be reviewed and approved by Montana DEQ and Yellowstone County Health Department. Lot buyers shall be responsible for the installation of the wastewater treatment systems in the location shown on the Lot Layout Plan approved by Montana DEQ. Individual access to shared drain field shall be through the utility easement shown on the Fox Field Farm Subdivision plat.

C. Solid Waste

Solid waste generated within the subdivision will be collected and transported by a licensed solid waste handling company and disposed of in the Billings Regional Landfill.

D. Power, Telephone, Gas, and Cable Television

All telephone, gas, electric power, and communication lines shall be installed within the public right-of-way or private easements. The location of such facilities within the public right-of-way shall be subject to approval by Yellowstone County Public Works. Subdividers shall coordinate installation with various utility companies.

VII. PARKS/OPEN SPACE/POSTAL SERVICE

There is no parkland requirement for proposed **Fox Field**

Subdivision, as this is a minor subdivision [MCA 76-3-621(3) (e)].

Postal Service – The subdivider will contact the Park City Post Office and coordinate with them to ensure safe mail delivery.

VIII. IRRIGATION

- There is no irrigation district affected by the proposed development, no necessary mitigation efforts are required, no water shares to be transferred and there are no proposed onsite easements for ditches.

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 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

- Existing USGS Soils maps were reviewed. No geotechnical studies were completed for the subdivision.

XI. PHASING OF IMPROVEMENTS (include if applicable)

- No phasing of improvements is planned.

XII. FINANCIAL GUARANTEES

- No public improvements are required, there is no need for financial guarantees.

Lori Rae Lane in Park City is a 28 foot-wide gravel surfaced roadway contained in a 60-foot public road easement. Lori Rae Lane is maintained under rural special improvement district (RSID) 731M. Lori Rae Lane will be extended into the Fox Field Subdivision to provide access to the subdivision lots. Lori Rae Lane extension will consist of a 28-foot wide gravel surfaced roadway constructed in conformance with current Yellowstone County Standards and will terminate with a 43.5-foot gravel surfaced radius turnaround. The new roadway improvements will be contained a new public roadway easement and will be maintained as part of RSID 731M.

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 (or common) 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” (Robert L. and Roberta Fox)

Robert L. Fox

Roberta Fox

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 Robert L. Fox and Roberta Fox, known to me to be the of Subdivider, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public in and for the State of Montana

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 Chris White, Don Jones and Denis Pittman, known to me to be the Board of County Commissioners, respectively, and the County Clerk and Recorder, Jeff Martin, 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

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 20 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:

Fox Field Subdivision

Signed and dated this _____ day of _____, 2025.

"SUBDIVIDER" (Robert L. and Roberta Fox)

Robert L. Fox

Roberta Fox

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, Robert L. and Roberta Fox, known to me to be the of Subdivider, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public in and for the State of Montana

APPENDIX E

Preliminary Plat Application

Subdivision Name: Fox Field Subdivision

Date of Preapplication Meeting: June 23, 2025

Type: Major _____ First Minor X Subsequent Minor _____

Tax Code:

Location: 4910 Lori Rae Lane, Park City, MT 59044

Legal Description: Located in a Portion of the Southwest $\frac{1}{4}$, Section 15, Township 2 South, Range 23 East

$\frac{1}{4}$ Section: _15_____, Township: _2 S_____, Range: _23 E_____

General Location: Yellowstone County

Subdivider Information:

Name (Include a list of officers if corporation):

Robert L and Roberta Fox

Address: 4910 Lori Rae Lane, Park City, MT 59044

Telephone: (406)-670-5161 E-mail: grammaberta@centurylink.net

Owner Information:

Name: Robert L. and Roberta Fox

Address: 4910 Lori Rae Lane, Park City, MT 59044

Telephone: (406) 670-5161 Email: grammaberta@centurylink.net

Plat Data:

Gross Area: 26.296 Acres

Net Area:

Number of Lots: 4

Maximum Lot Size: 22.997 Acres

Minimum Lot Size: .675 Acres

Linear Feet of Streets:

Existing Zoning: Single Family Residence and Agricultural

Surrounding Zoning: Single Family Residence and Agricultural

North: Residential Properties

South: Non-Qualified Agricultural

East: Agricultural and Timber

Title 16 - SUBDIVISIONS
APPENDIX E

West: Agricultural and Timber, Residential

Existing Land Use:

Proposed Land Use: Lots 1-3 will be Single Family Residences, Lot 4 will be Agricultural

Parkland Requirement: N/A

Land: _____ Acres: _____

Cash: _____ Cash: \$ _____

Variances Requested (list and attach Variance Request):

- 1.
- 2.
- 3.

Service Providers for Proposed Subdivision

Gas: Montana-Dakota Utilities Company

Electric: Northwestern Energy

Telephone: Spectrum or Nemont

School (Elementary, Middle, High): Park City School District

Irrigation District: Park City Water and Sewer District

Cable Television:

List of Materials Submitted with Application

1. Preliminary Minor Plat
2. Summary of Probable Impacts
3. Boundary Owners
4. DEQ
- 5.
- 6.

Agent Information

Name: Amber Essex

Address: 1350 PK Road, Shepherd, MT 59079

Telephone: (406) 894-3070

I declare that I am the owner of record of the above-described property, and have examined all statements and information contained herein, and all attached exhibits, and to the best of my knowledge and belief, is true and correct.

Owner of Record Date

Robert L Fox

Roberta Fox

Laurel, Montana, Code of Ordinances
(Supp. No. 22)

Created: 2024-09-18 09:00:13 [EST]

Title 16 - SUBDIVISIONS
APPENDIX E

Owner Under Contract Date

The submission of a preliminary plat application constitutes a grant of permission by the subdivider to enter the subject property.

(Ord. 07-01 (part), 2007)

Subdivision Improvements Agreement
Fox Field Subdivision
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Yellowstone County

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Subdivision Improvements Agreement

Fox Field Subdivision

This agreement is made and entered into this ____ day of _____, 2025, by and between Robert L. and Roberta Fox, whose address for the purpose of this agreement is 4910 Lori Rae Lane, Park City, MT 59044, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of **Fox Field Subdivision** located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the 23rd day of June 2025, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of **Fox Field Subdivision** 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 **Fox Field 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

1. 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. 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 rights-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. The property is currently underdeveloped with the exception of Lori Rae Lane and a single-family residence located on proposed Lot 3.

III. TRANSPORTATION

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

A. Streets

Lori Rae Lane in Park City is a 28-foot-wide gravel surfaced roadway contained in a 60-foot public road easement. Lori Rae Lane is maintained under rural special improvement district (RSID) 731M. Lori Rae Lane will be extended into the Fox Field Subdivision to provide access to the subdivision lots. Lori Rae Lane extension will consist of a 28-foot-wide gravel surfaced roadway constructed in conformance with current Yellowstone County Standards and will terminate with a 43.5-foot gravel surfaced radius turnaround. The new roadway improvements will be contained in a new public roadway easement and will be maintained as part of RSID 731M.

B. Traffic Control Devices

There are no proposed traffic control devices proposed for this subdivision. All required traffic control devices have been previously installed.

C. Access

Access to the subdivision is from Lori Rae Lane, with connection to Pope Road. The property is currently underdeveloped with the exception of Lori Rae Lane and a single-family residence located on proposed Lot 3. Lori Rae Lane shall be extended into the Fox Field Subdivision to provide driveway access to the subdivision lots.

D. Billings Area Bikeway and Trail Master Plan (BABTMP)

This subdivision is outside of the BABTMP.

E. Sidewalk

No street sidewalks shall be constructed within Fox Field Subdivision.

IV. EMERGENCY SERVICES

- A. The subdivision is located in Laurel Fire District 7 (Laurel FD7). Laurel FD7 will provide fire protection services for the subdivision through the use of (2) existing 15,000-gallon fire protection tanks located in the Fox Farms Subdivision. Fox Field Subdivision will be included in the RSID for maintenance and repairs of the existing fire protection tanks. Laurel Fire Department was contacted for comment via email on July 3, 2025 and found no issues with the Fox Field Subdivision. Ryan Robertus, Laurel Fire Department Fire Marshal. rRobertus@laurel.mt.gov

V. STORM DRAINAGE

- A. Stormwater runoff from Fox Field Subdivision was designed in accordance with DEQ Circular 8. A stormwater report was submitted and approved by Montana DEQ. Subdividers shall construct the drainage swales and detention basin in accordance with the stormwater report and approved plans. The detention basin will be contained in a stormwater detention easement as shown on the Fox Field Farm Subdivision plat. Maintenance of the stormwater facility shall be the responsibility of the subdivider.

VI. UTILITIES

A. Water

Individual and shared wells shall be used to provide water to the subdivision. Well locations shall be reviewed and approved by Montana DEQ and Yellowstone County Health Department. Lot buyers shall be responsible for the installation of the individual and shared wells in the locations shown on the Lot Layout Plan approved by Montana DEQ. Individual access to shared wells shall be through the utility easement shown on the Fox Field Farm Subdivision plat.

B. Sanitary Sewer

Wastewater generated within the subdivision will be treated with individual and shared wastewater treatment systems. Wastewater treatment systems shall be reviewed and approved by Montana DEQ and Yellowstone County Health Department. Lot buyers shall be responsible for the installation of the wastewater treatment systems in the location shown on the Lot Layout Plan approved by Montana DEQ. Individual access to shared drain field shall be through the utility easement shown on the Fox Field Farm Subdivision plat.

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Solid waste generated within the subdivision will be collected and transported by a licensed solid waste handling company and disposed of in the Billings Regional Landfill.

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All telephone, gas, electric power, and communication lines shall be installed within the public right-of-way or private easements. The location of such facilities within the public right-of-way shall be subject to approval by Yellowstone County Public Works. Subdividers shall coordinate installation with various utility companies.

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There is no parkland requirement for proposed **Fox Field**

Subdivision, as this is a minor subdivision [MCA 76-3-621(3) (e)].

Postal Service – The subdivider will contact the Park City Post Office and coordinate with them to ensure safe mail delivery.

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- There is no irrigation district affected by the proposed development, no necessary mitigation efforts are required, no water shares to be transferred and there are no proposed onsite easements for ditches.

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 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

- Existing USGS Soils maps were reviewed. No geotechnical studies were completed for the subdivision.

XI. PHASING OF IMPROVEMENTS (include if applicable)

- No phasing of improvements is planned.

XII. FINANCIAL GUARANTEES

- No public improvements are required, there is no need for financial guarantees.

Lori Rae Lane in Park City is a 28 foot-wide gravel surfaced roadway contained in a 60-foot public road easement. Lori Rae Lane is maintained under rural special improvement district (RSID) 731M. Lori Rae Lane will be extended into the Fox Field Subdivision to provide access to the subdivision lots. Lori Rae Lane extension will consist of a 28-foot wide gravel surfaced roadway constructed in conformance with current Yellowstone County Standards and will terminate with a 43.5-foot gravel surfaced radius turnaround. The new roadway improvements will be contained a new public roadway easement and will be maintained as part of RSID 731M.

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.

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

“SUBDIVIDER” (Robert L. and Roberta Fox)

Robert L. Fox

Roberta Fox

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 Robert L. Fox and Roberta Fox, known to me to be the of Subdivider, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public in and for the State of Montana

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 Chris White, Don Jones and Denis Pittman, known to me to be the Board of County Commissioners, respectively, and the County Clerk and Recorder, Jeff Martin, 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

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 20 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:

Fox Field Subdivision

Signed and dated this _____ day of _____, 2025.

"SUBDIVIDER" (Robert L. and Roberta Fox)

Robert L. Fox

Roberta Fox

STATE OF MONTANA): ss

County of Yellowstone)

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Notary Public in and for the State of Montana

CITY HALL
115 W. 1ST ST.
PUB. WORKS: 628-4796
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the Director of Public
Works

INTRODUCTION

On September 2, 2025, Essex Surveying submitted a preliminary plat application on behalf of Robert L and Roberta Fox for the Fox Field Subdivision. The proposed subdivision would create 4 new lots and allow for proposed residential development on the parcels. The property is located west of Laurel on Lori Rae Lane. The property is undeveloped and is not zoned. The each lot is proposed to be developed with a single-family residence. Because this project creates more than 5 lots from the parent tract of land (this subdivision plus lots created via the use of exemptions since 2003, it is not zoned and is not served by a public water and sewer system it must be considered by the Laurel – Yellowstone City County Planning Board, with the decision being made by the County Commission.

RECOMMENDATION

Staff recommends that the Planning Board recommend that the Yellowstone County Commissioners grant conditional approval of the preliminary plat of Fox Farm Subdivision and adopt the Findings of Fact as presented in the staff report.

PROPOSED CONDITIONS OF APPROVAL

1. To provide for the installation of private utilities, prior to final plat approval the applicant will coordinate with private utility providers for any needed easements and show them on the final plat as requested by the private utility companies.
2. To provide for proper addressing, prior to final plat approval the applicant will secure and address for each lot in the subdivision.
3. Minor changes may be made in the SIA final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the Laurel – Yellowstone County Subdivision Regulations, the changes recommended by the various City and County Departments, and the laws and Administrative Rules of the State of Montana.

VARIANCES REQUESTED

N/A. None Requested.

PROCEEDURAL HISTORY

- On June 23, 2025, a pre-application meeting was held to discuss the proposal.
- The preliminary plat application was submitted September 2, 2025.
- Element and Sufficiency Review completed September 17, 2025.
- Subdivision presented to Laurel – Yellowstone Planning Board October 15, 2025.
- The preliminary plat review timeline expires on November 5, 2025.

PLAT INFORMATION

General Location:	Lori Rae Lane approximately 4 miles west of the City of Laurel.
Legal Description:	Parcel 1A Amended (25) COS 3855 Section 15, Township 2 South, Range 23 East, P.M.M.
Engineer and Surveyor:	Essex Surveying / Engineering West
Existing Zoning:	None
Existing Land Use:	Agricultural
Proposed Land Use:	Residential/Agricultural
Gross and Net Area:	26.296 Acres/26.296 Acres
Proposed Number of Lots:	3 New Residential Lots and 1 Agricultural Lot.
Lot Size Max/Min:	22.997 Acres/0.675 Acres
Parkland Requirements:	N/A Exempt to Parkland Dedication.

Attachments

Findings of Fact
Proposed Plat
Draft SIA
Title Report
DEQ Approval

FINDINGS OF FACT

The Planning staff has prepared the following Findings of Fact for the preliminary plat of Fox Farm Subdivision. These findings are based on the preliminary plat application and supplemental documents and addresses the review criteria required by the Montana Subdivision and Platting Act (76-3-608 M.C.A.) and the Laurel – Yellowstone Subdivision Regulations.

A. Primary Review Criteria 76-3-608 MCA.

1. Effect on Agriculture and Agricultural Water Users Facilities

- a. The parent tract consists of approximately 26.296 acres and is used for agricultural production.
- b. The water rights for the property will continue to run with the irrigated property.
- c. The irrigation systems will not be altered by this subdivision.
- d. The project will leave approximately 23 acres in agricultural production.
- e. The property is located in an area that is experiencing suburban residential development.

There are not any anticipated adverse effects on agriculture or agricultural water users facilities.

2. Effect on Local Services

- a. The parcels being created will be served by the County Sheriff, County Roads, Laurel Fire Department, and on-site water and wastewater facilities.
- b. The extension of public utilities, phone, power, gas, etc. will be extended to each lot by the developer.
- c. The parcels are located in a developing portion of Yellowstone County. Deq has approved the water, wastewater and storm water for the subdivision and there will be minimal impacts with respect to, streets, emergency services, schools, or mail delivery.
- d. The subdivision is exempt to the provision of park land as it is the first minor subdivision from a tract of record.

The effect on local services is minimal.

3. Effect on the Natural Environment

- a. The lots being created will be developed with a single-family residence, the additional 3 lots so the traditional concerns centered on construction of dwellings, roads, and utilities are not applicable to this project.
- b. The property surrounding the parcel being created has and is anticipated to continue to be used for suburban residential or agriculture.

The effect on the Natural Environment is insignificant.

4. Effect on Wildlife and Wildlife Habitat

- a. There are no known endangered or threatened species on the property.
- b. The new lots being created are to be developed with a single-family dwelling unit.
- c. The property is frequented by deer, upland game birds, and geese. A Sage Grouse consult is may be required as the project requires a review or approval by DEQ.

- d. The SIA includes provisions related to the presence of wildlife on the property and the associated cautions related to potential for damage to landscaping.

This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the Public Health, Safety, and Welfare

- a. There are no known natural or man-made hazards on the property.
- b. The water and waste water systems on the property have been approved by MDEQ.
- c. The property is located in the Laurel Rural Fire District and is served by the Yellowstone County Sheriff's Department.

The effect on the public health, safety and welfare is insignificant.

B. Was an Environmental Assessment Required?

First Minor Subdivisions are exempt to the requirements of preparing an Environmental Assessment. 76-3-609(2)(d)(i) M.C.A.

C. Does the subdivision conform to the City of Laurel Growth Policy?

- a. **Preservation of prime agricultural lands.** The residential lots being created are relatively small with almost 23 acres being reserved for agricultural production.
- b. **Housing relationship to Economy.** Different types of housing attracts various types of buyers and tenants. Different types of housing are important especially when trying to attract and retain a well-balanced workforce.
- c. **Land Use Plan relationship to Housing.** Housing should be connected to jobs, schools, parks and services and should meeting needs of people and families.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations?

The proposed subdivision is in conformance with the Laurel – Yellowstone Subdivision Regulations. The developer and the local government have complied with the subdivision review and approval processes prescribed in the local regulations and the MSPA.

E. Does the proposed subdivision conform to all requirements of the zoning in effect?

The subject property is not part of an established zoning district and is not zoned.

F. Does the proposed plat provide easements for the location and installation of any utilities?

The necessary public and private easements exist.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and the notation of that access on the plat?

Each lot in the subdivision has an existing approach to Lori Rae Lane.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Fox Farm Subdivision does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and objectives of the Laurel – Yellowstone Growth Policy.
- The proposed subdivision complies with state and local subdivision regulations, sanitary requirements, has legal and physical access, and is not zoned.
- Any potential adverse impacts of the subdivision can be adequately mitigated by the imposition of conditions of approval.

RECOMMENDATION

Staff recommends that the Laurel Yellowstone Planning Board recommend that the Yellowstone County Commissioners grant conditional approval of the preliminary plat of Fox Farm Minor Subdivision and adopt the Findings of Fact presented in the staff report.