

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 _____, 2026, by and between Robert and Roberta Fox, whose address for the purpose of this agreement is 4900 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 15th day of October 2025, the Laurel-Yellowstone County Planning Board recommended conditional approval of a preliminary plat of *Fox Field Subdivision*; and

WHEREAS, at a regular meeting conducted on the 18th day of November 2025 the Board of County Commissioners of Yellowstone County 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 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 public 28-foot-wide gravel surfaced roadway constructed in conformance with current Yellowstone County Standards and will terminate after a public 55-foot radius gravel surfaced cul-de-sac.

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.
 - Lot 1 and 2 will utilize a shared private approach.
 - Lot 3 and Tract 2 to the south will share a private approach.
 - Lot 4 will have its own private approach off the north part of the cul-de-sac. A “no access” strip will be placed on the north side of private access easement to prevent Lot 4 from accessing the private access easement and limit its access to the north side of the cul-de-sac.
 - The public roadway extension and cul-de-sac have been completed to Yellowstone County standards.
- 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. An RSID was created for Fox Field Subdivision for maintenance and repairs of the existing fire protection tanks. This RSID will then be expanded to include Fox Farms Subdivision as benefited parcels.
- B. 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 per E.Q. 25-2535. 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 easement as shown on the Fox Field Subdivision plat. Maintenance of the stormwater facility shall be the responsibility of each owner as to the owner’s Lot(s).

VI. UTILITIES

A. Water

Individual and shared wells shall be used to provide water to the subdivision. Well locations have been 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 well isolation easement shown on the Fox Field 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 fields shall be through the well isolation easement shown on the Fox Field 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. 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

- No phasing of improvements is planned.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning

Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be designed and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the State of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C of the Yellowstone County Subdivision Regulations.

In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations.

XIII. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.
- G. Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (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 and Roberta Fox)

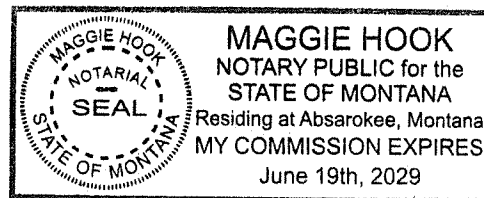
Robert Fox Roberta Fox
Robert Fox Roberta Fox

STATE OF MONTANA) :ss

County of Yellowstone)

On this 19th day of June, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Robert 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.

Maggie Hook
Notary Public in and for the State of Montana



This agreement is hereby approved and accepted by Yellowstone County, this _____ day of _____, 2026.

“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 _____, 2026, before me, a Notary Public in and for the State of Montana, personally Mark Morse, Chris White and Mike Waters, 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 19th day of June, 2026.

"SUBDIVIDER" (Robert and Roberta Fox)

Robert Fox
Robert Fox

Roberta Fox
Roberta Fox

STATE OF MONTANA): ss

County of Yellowstone)

On this 19th day of June, 2026, before me, a Notary Public in and for the State of Montana personally appeared, Robert Fox and Roberta Fox, known to me to be the Subdivider, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Maggie Hook
Notary Public in and for the State of Montana

