

**SUBDIVISION IMPROVEMENTS AGREEMENT
(Horse Camp Subdivision)**

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(Yellowstone County)

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SUBDIVISION IMPROVEMENTS AGREEMENT

Horse Camp Subdivision

THIS AGREEMENT is made and entered into this 22nd day of July, 20 26, by and between *Thomas Patrick Gauger*, whose address for the purpose of this agreement is *5440 River Road, Laurel, MT 59044*, hereinafter referred to as "Subdivider," and **YELLOWSTONE COUNTY**, Montana, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, the plat of Horse Camp Subdivision, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning as an abbreviated review plat which was deemed to not require preliminary review; 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 Horse Camp 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 (YCSR), the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

- A. No variances are requested for the proposed subdivision.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that this subdivision is being built near 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. The developer has conducted a preliminary geotechnical investigation which can be used for informational purposes only, however, is not sufficient to build structures from. The City of Laurel has obtained a copy of this report and is available upon request.

- C. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the Subdivider or subsequent lot owners.
- F. When required by road improvements, any fences in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way at no expense to the County and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Lot owners or their agent will obtain an Access Permit from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the owner's expense.

III. TRANSPORTATION

A. Streets

No further street improvement work is require or proposed.

B. Traffic Control Devices

No traffic control devices will be installed at this time.

C. Access

Lot 1 is served by a driveway from River Road, a public roadway. An additional 20-foot of right-of-way will be dedicated to the County as shown on the final plat.

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

This subdivision is outside of the BABTMP. No further trail work is required or proposed.

IV. EMERGENCY SERVICE

The Laurel Volunteer Fire Department (LVFD) currently provides fire protection services for the subdivision.

This subdivision is not required to provide additional fire protection facilities, as it is a minor subdivision creating less than 3 lots.

V. STORM DRAINAGE

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

VI. UTILITIES

A. Water

In accordance with Section 4.9, Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by MDEQ or its designee. Potable water shall be supplied by an individual well per the necessary requirements.

B. Sanitary Sewer

In accordance with Section 4.8 of the Yellowstone County Subdivision Regulations, all proposed sanitary sewer systems must obtain approval by the MDEQ or its designee. Wastewater shall be disposed of by an individual drainfield per the necessary requirements.

C. Power, Telephone, Gas, and Cable Television

This subdivision will be served with power and telephone facilities along River Road.

VII. PARKS/OPEN SPACE

No parkland dedication is required for a minor subdivision (76-3-621(3)(e), MCA).

VIII. IRRIGATION

No water rights are being transferred to future property owners within the subdivision.

IX. WEED MANAGEMENT

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

- A Weed Management Plan will 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

No soils/geotechnical study has been performed for this subdivision. It is the responsibility of future lot owners to ensure the appropriate base and materials are used in construction.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the Public Works and Public Utilities Department.

XII. LEGAL PROVISIONS

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

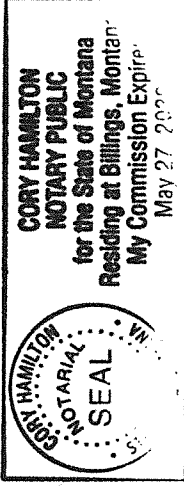
“SUBDIVIDER”

Thomas Patrick Gauger.

By: Thomas Patrick Gauger

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 22 day of July, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Thomas Patrick Gauger, who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Cory Hamilton
Notary Public in and for the State of Montana
Printed Name: Cory Hamilton
Residing at: Billings
My commission expires: May 27, 2026

This agreement is hereby approved and accepted by Yellowstone County, this _____ day of _____, 20____.

“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 _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, and _____, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

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

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Special Improvement Districts (SID's), which Yellowstone County may require for a period of twenty 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:

Thomas Patrick Gauger

Signed and dated this 22 day of July, 2020

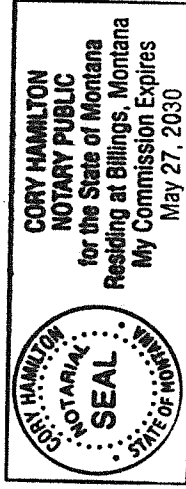
Subdivider/Owner

Thomas Patrick Gauger

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 22 day of July, 2020, before me, a Notary Public in and for the State of Montana, personally appeared Thomas Patrick Gauger, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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



Cory Hamilton
Notary Public in and for the State of Montana

Printed name: Cory Hamilton
Residing in Billings, Montana
My commission expires: May 27, 2030