

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 26- 89

Resolution to Create Yellowstone County Rural Special Improvement District No. 924M

WHEREAS, pursuant to Sections 7-12-2101 through 7-12-2113 of the Montana Code Annotated, a board of county commissioners has the authority to create a rural special improvement district to maintain public improvements such as roads, dry hydrants and parks. Typically, to create a district, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive protests, hold a public hearing, consider protests and pass a resolution that either creates or does not create the district.

WHEREAS, pursuant to Sections 7-12-2102(2)(a), 7-12-2105(4) and 7-12-2113(2)(d) of the Montana Code Annotated, when all the landowners in a proposed district consent to the creation of a district, the board does not have to hold a public hearing. The board can create a district with the passage of a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition from Robert and Roberta Fox, the developer of Fox Field Subdivision in Yellowstone County to create a rural special improvement district to maintain the dry hydrant in Fox Field Subdivision. Robert and Roberta Fox own all the land in the Subdivision. Attached as Exhibit 1 is the petition

Below is a summary of the specifics of the District:

District Summary

District Name:	Yellowstone County Rural Special Improvement District No. 924M
District Location:	Parcels in Fox Field Subdivision
District Parcels:	4 parcels
District Activities:	Maintain dry hydrant in Fox Field Subdivision
District Costs:	\$100 Estimated Cost per lot per year for 4 lots, Subject to Change
District Assessment Method:	Per Parcel/Lot
District Assessment:	\$100 Annual District Assessment, Subject to Change
District Duration:	Indefinite

Attached as Exhibit 1 is the petition for the district including the details of the District such as name, location, map, parcels, property owners, activities, costs, assessment method, assessment and engineer. The costs for the District and the assessment for the District will likely increase over time. The Board can annually adjust the assessment.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition to create a rural special improvement district to maintain the dry hydrant in Fox Field Subdivision. The Board reviewed the petition. The petition appears legally sufficient. The Board believes it would be in the best interest of the public to create the District. All the landowners in the Subdivision consented to the creation of the District. Because all the landowners consent to the creation of the District, the Board does not have to hold a public hearing to create the District.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates Rural Special Improvement District No. 924M to maintain the dry hydrant in Fox Field Subdivision. The specifics of the District are contained in the petition attached to this Resolution. The Board's assessment for the District will appear on the property owners 2026 tax statement.

Resolution No. 26- 89

Resolution to Create Yellowstone County Rural Special Improvement District No. 924M

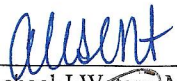
1 of 2

Passed and Adopted on the 21st day of July 2026.

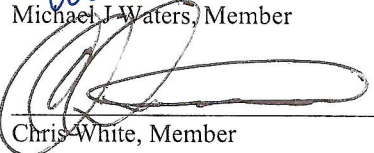
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA



Mark Morse, Chair

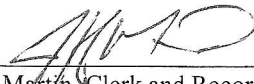


Michael J. Waters, Member



Chris White, Member

ATTEST:



Jeff Martin, Clerk and Recorder

**PETITION PROCEDURE TO CREATE A RURAL SPECIAL
IMPROVEMENT DISTRICT (RSID) UNDER SECTION 7-12-2101 M.C.A.**

GENERAL: The Board of County Commissioners is authorized and empowered to order and create special improvement districts whenever the public interest or convenience may require (7-12-2102 M.C.A.). The purpose of a Rural Special Improvement District is to provide funding for improvements and maintenance of pre-existing improvements including, but not limited to streets (avenues, highways, lanes, alleys, crossings or intersections, courts, and places which have been dedicated and accepted according to the law or in common and undisputed use by the public for a period of not less than 5 years next preceding), ditches, bridges, culverts, curbs, gutters, sewers, and waterworks. A Petition to Create a Rural Special Improvement District must have the consent of at least 60% of the land owners located in the proposed District.

1. Obtain a petition packet from the Yellowstone County Public Works Department located in Room 312 of the County Courthouse. Each packet contains all the necessary documents to be filled out. Read the petition procedure carefully. If you have any questions or need clarification about the petition procedure, please contact the Public Works Department at (406) 256-2735. Incomplete or inaccurate petitions will cause delays in the petition process.
2. Complete the cover sheet of the Petition to Establish a Rural Special Improvement District. Include the date submitted and the name, address, phone number and signature of the petitioner.
3. Provide 2 maps detailing the Rural Special Improvement District. Darken and/or highlight the map to clearly identify the District boundary (Section A).

The proposed District boundary could be shown on the following:

- a) Subdivision Plat
- b) Certificate of Survey
- c) Assessor Map

These maps are available at the Clerk and Records Office (4th Floor of the County Courthouse) or the Assessors Office (1st floor of the County Courthouse).

4. Provide legal descriptions of the property within the proposed District (Section B).
Example:

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

COVER SHEET

TO: YELLOWSTONE COUNTY BOARD OF COMMISSIONERS

This petition is respectfully submitted this 17th day of March 2026.

Petitioner/Initiator (and/or) Contact Person:

NAME: Robert Fox and Roberta Fox

ADDRESS: 4900 Lori Rae Lane, Park City, MT 59044

PHONE NO: (406) 670-5161

I swear that all of the information presented in this petition is true and correct and the landowner's signatures (Section F) are the original true and consenting landowners.

Roberta Fox
Petitioner's Signature

3/13/26
Date

Robert Fox
Petitioner's Signature

3/13/26
Date



STG DATE DOWN ENDORSEMENT
ATTACHED TO POLICY NUMBER G-2222-98879

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2650449

Charge: \$0.00

1. Schedule A of the above policy is hereby amended in the following particulars:

(a) The effective Date of Policy is hereby extended to November 24, 2025

2. Schedule B of the above policy is hereby amended in the following particulars:

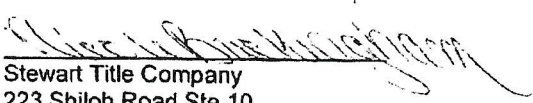
(a) The following numbered exceptions are hereby deleted: #1 & 8

(b) The following numbered exceptions are hereby added: #1

General and special taxes and assessments for the year 2026, which are a lien, not yet computed or payable.

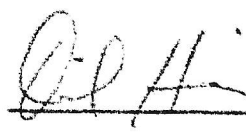
General and special taxes and assessments for the year 2025, first half due November 30, 2025 and PAID in the amount of \$2,066.97. Second half due May 31, 2026 and payable in the amount of \$2,066.97. Tax Code No. D02457. (NOTE: 2024 Taxes PAID in the amount of \$2,688.02.)

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.


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




Frederick H. Eppinger
President and CEO


David Hisey
Secretary



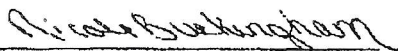
CLTA GUARANTEE

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.

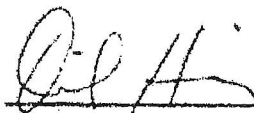


Authorized Countersignature
Stewart Title Company
223 Shiloh Road Ste 10
Billings, MT 59106





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.

Exhibit 1

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.

Exhibit 1

- (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

Exhibit 1

**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.

Exhibit 1

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 Decrees, 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 Vesteas 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.

Effective Date: January 1, 2020

Updated: August 24, 2023

**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

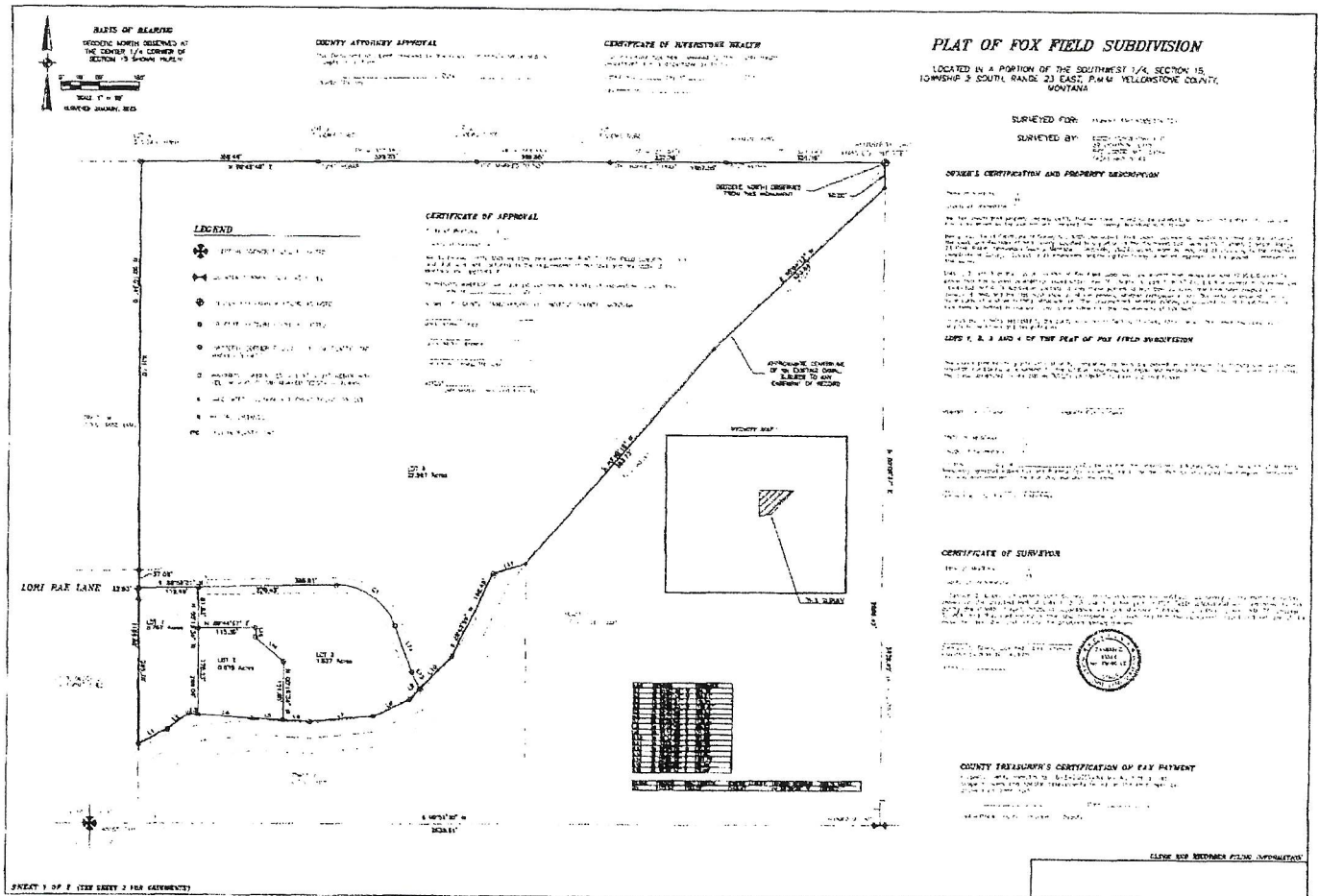
Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- 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.

PETITION TO ESTABLISH A RURA16 SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION A

MAPS OF RURAL SPECIAL IMPROVEMENT DISTRICT BOUNDARY (ATTACHED)



PETITION TO ESTABLISH A RURA16 SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION B

LEGAL DESCRIPTIONS

PROPERTY LEGAL DESCRIPTIONS

Located in a Portion of the SW ¼, Sec 15, T2S, R23E, P.M.M Yellowstone County, Montana

Fox Field Subdivision

Sec 15, T2S, R23E Yellowstone County, MT Fox Farms Subdivision

The RSID will be created for Fox Field Subdivision and then expanded to include Fox Farms Subdivision as benefited parcels.

PETITION TO ESTABLISH A RURA16 SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION C

ESTIMATED ANNUAL MAINTENANCE COST

FALL MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

WINTER MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

PETITION TO ESTABLISH A RURA16 SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION D

SPRING MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

SUMMER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Routine maintenance of Dry Fire Hydrants	\$ 25/year/lot
	\$

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: _____

METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:

- ☐ Square Footage
- ☒ Equal Amount Assessment Spread Equally Between Lots. Fox Field and Fox Farms Subdivisions (18 Lots total)
- ☐ Front Footage

PETITION TO ESTABLISH A RURA16 SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION E

☐

Other (Describe)

PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT RECOMMENDATIONS
FOR AD HOC COMMITTEE

NAME

TELEPHONE NUMBER

1. Roberta Fox (Chairman)
Printed Name

406-670-5161

Roberta Fox
Signature

2. Robert Fox
Printed Name

406-670-5161

Robert Fox
Signature

3. _____
Printed Name

Signature

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION F

4. Roberta Fox
Printed Name

Roberta Fox Signature

5. Robert Fox
Printed Name

Robert Fox
Signature

Page 1 of 2

SECTION F (Continued)

CONSENT OF PROPERTY OWNERS IN PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT

WE, THE UNDERSIGNED property owners, hereby provide the following information for consideration in the possible creation of an RSID. It is our understanding that if support exists for the RSID, information will be provided to the County and a public hearing scheduled regarding the creation of this district. Following the public hearing, the County Commissioners shall take action on whether or not to create the district. Should the County Commissioners create the district, WE, as property owners, understand that we shall bear the costs of the district as formally approved by the County Commissioners.

PROPERTY LEGAL DESCRIPTION	OWNER (PRINTED NAME)	OWNER SIGNATURE	FOR OR AGAINST
OPPOSED			FOR OR AGAINST

[illegible]

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION G

CONSENT OF PROPERTY OWNERS IN PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT

WE, THE UNDERSIGNED property owners, hereby provide the following information for consideration in the possible creation of an RSID. It is our understanding that if support exists for the RSID, information will be provided to the County and a public hearing scheduled regarding the creation of this district. Following the public hearing, the County Commissioners shall take action on whether or not to create the district. Should the County Commissioners create the district, WE, as property owners, understand that we shall bear the costs of the district as formally approved by the County Commissioners.

PROPERTY LEGAL DESCRIPTION OWNER (PRINTED NAME) OWNER SIGNATURE FAVORIN
OPPOSED

	Roberta Fox	Roberta Fox	✓	Lots 1-4 FoxField subdivision
	Robert Fox	Robert Fox	✓	