



SUBDIVISION IMPROVEMENTS AGREEMENT

SHILOH BUSINESS PARK SUBDIVISION

THIS AGREEMENT, made and entered into this 15 day of January, 2002, by and between **SHILO 47, LLP**, a Montana Limited Liability Partnership, whose address for the purpose of this Agreement is P.O. Box 80667, Billings, Montana 59108, hereinafter referred to as "Subdivider", and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City".

WITNESSETH

WHEREAS, at a meeting held by the Yellowstone County Board of Planning on the 27th day of March, 2001, the Board recommended for approval, subject to certain conditions, an area known as Shiloh Business Park Subdivision (the "Subdivision"), located in the City of Billings, Yellowstone County, Montana, and recommended its approval to the City Council of the City of Billings; and

WHEREAS, at a regular meeting held on the 9th day of April, 2001, the City Council approved, subject to certain conditions of the Board and the City Council, a Preliminary Plat of Shiloh Business Park Subdivision, and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to approval of the final plat.

NOW, 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:

1. Subdivider has requested and the City hereby grants the following variances by the City Council from the strict interpretation of the City's Subdivision regulations:
 - A. Variance from the no-access requirements on Shiloh Road to permit three drive approaches as shown on the Subdivision plat. These approaches are existing and were installed as part of the Shiloh Interchange project. Any change of use of development of Lots 6 or 7 will trigger removal of the existing approaches and one 40-foot right-in/right-out access opening centered on the common lot line between Lots 6 and 7, Block 2 will be permitted.
 - B. Variance from the no-access requirements on Zoo Drive to permit one private approach as follows:



- (1) A 50-foot wide approach at Station 48+00 of “D-line” of the Shiloh Interchange project. This approach is for the private road access to the Subdivision centered on the lot line between Lots 3 and 4, Block 2.
 - (2) The approach described in (1) above is existing and was constructed as part of the Shiloh Interchange project – MDT Project No. DPI 0194(001)F.
- C. Variance from the provisions of Section 23-602 of the City's Subdivision Ordinance requiring platting of alleys in a commercial area.
2. Subdivider agrees to construct the following improvements as required and in conformance with the Billings Subdivision Regulations:

A. **STREETS**

(1) *Street Construction.*

All private internal access roads and site improvements within the Subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, the *Stormwater Management Manual*, and other applicable City Codes, Rules, and Regulations. Lot owners and developers will be subject to the terms of the accompanying Declaration of Covenants, Conditions, Restrictions, and Reciprocal Easements which cover all aspects of the development and operation of the Subdivision.

Subdivider will enter into a private contract for the construction of all required improvements for those portions of Shiloh Road and Pierce Parkway adjacent to or within Shiloh Business Park Subdivision; and, along Zoo Drive as required to accommodate increased development impacts as follows:

- (a) Zoo Drive is a “Controlled Access Facility” constructed by the Montana Department of Transportation under Project Number DPI 0194(001)F. The road is complete per their plans including the two street approaches. Further improvements to Zoo Drive are based on the recommendations of the approved Traffic Accessibility Study. These improvements include pavement widening, traffic signalization, pedestrian crossings, signing, striping, and lighting. These improvements will be



funded by escrow accounts established by all adjacent developments.

- (b) Standard curb and gutter will be installed on the east side of Shiloh Road from the end of the existing curb south to the south line of the Subdivision. An extension of the Canyon Creek Ditch culvert will be necessary for this extension. Permitting for the street widening and culvert extension will be the responsibility of the Subdivider. East side pavement on Shiloh Road shall include a transition at the south end to the width of the existing traveled way. The transition will have a taper as approved by the City Engineer and in accordance with American Association of State Highway Officials (AASHTO) requirements. In addition, a raised median will be installed in Shiloh Road south of Zoo Drive to a point south of the right-in/right-out approach on the lot line between Lots 6 and 7, Block 2.

- (c) Standard curb and gutter will be installed on both sides of Pierce Parkway from the south line of the Subdivision to the intersection with Zoo Drive defining a two-lane local commercial street with center turn lanes. A raised median will be constructed in the street from Zoo Drive south to the intersection of the east-west private street. No raised median will be required in Pierce Parkway at Shiloh Road. This section of Pierce Parkway will be constructed by Private Contract No. 441, Phase II.

The design thickness of the street improvements shall be determined from actual field tests conducted by a responsible testing laboratory. The design section shall be submitted to, reviewed by, and approved by the City Engineer.

(2) *Street Signs.*

Street name signs shall be furnished and installed as required by the City Engineer.

(3) *Storm Drainage.*

Storm drainage shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains. All drainage improvements shall comply with the provisions of the



Stormwater Management Manual and shall be in accordance with the approved Stormwater Management Design Report submitted to the City Engineer by the Subdivider.

- (a) Drainage from the street area on Pierce Parkway will discharge to the new storm drain outfall line to Canyon Creek to be installed with this project. New lateral lines and inlets will be installed as required for Pierce Parkway.
- (b) Drainage from the new street area on Shiloh Road drains to the existing agricultural drain/storm drain to Canyon Creek regraded and improved as part of the new Shiloh Interchange project.
- (c) All development within the lots of Shiloh Business Park Subdivision will meet the criteria of the City of Billings *Stormwater Management Manual*. Storm drain discharge from the internal developments will be to the new storm drains installed in Pierce Parkway and to new internal lateral lines discharging to the new storm drain outfall to Canyon Creek. Storm drain service stubs adequate to serve the adjacent properties will be stubbed to the property line as part of the private contract. The sizing, number of laterals, their location, and the total discharge allowed from the site will be subject to review and approval by the Engineering Department in conformance with the *Stormwater Management Manual* and the recommendations of the Stormwater Management Design Report.

City and Subdivider agree that the storm drain outfall line from the south right-of-way line of Pierce Parkway to Canyon Creek will remain a private line. All storm drain lateral lines in Pierce Parkway, including manholes and inlets, will become part of the City storm drain system and will be maintained by the City of Billings.

- (d) The new storm drain outfall line and discharge to Canyon Creek will be maintained as part of the common area maintenance provisions as set forth in the Declaration of Covenants, Conditions, Restrictions, and Reciprocal Easements which will be recorded with the plat and improvements agreement. Easements for the outfall facilities will also be recorded with the Subdivision plat. It is also



agreed that the storm drainage system was designed and installed per the City Engineer's specifications with the understanding that the outfall and discharge to Canyon Creek could be eventually accepted as part of the City of Billings storm drain system.

(4) *Sidewalks, Pedestrian Access, and Bike Trail*

Sidewalk will be installed on the arterial portion of Shiloh Road at the time of the street construction. Sidewalk on both sides of Pierce Parkway will be installed at the time of lot development. Sidewalk shall be 5-foot wide boulevard walk on Shiloh Road adjacent to the Subdivision and 7-foot wide curb walk on Pierce Parkway.

Pedestrian access shall be provided within the private lot development area of the Subdivision. This access will be installed as part of the individual lot development and will be in accordance with an overall plan attached hereto as Exhibit A, to provide continuity within the development. In addition, a walkway/bikeway will be provided within the easement provided along Zoo Drive and Shiloh Road to tie the access into the proposed crosswalks at Zoo Drive and Pierce Parkway, Zoo Drive and Shiloh Road, and Pierce Parkway and Shiloh Road.

(5) *Traffic Control Devices.*

Subdivider will furnish necessary traffic control devices within or adjacent to the Subdivision. Traffic control devices shall include all necessary signing, striping, channelization, and signalization devices to properly complete the implementation of the proposed street construction.

All traffic control and street improvements will be as outlined in the approved Traffic Accessibility Study provided to the City by the Subdivider. The Traffic Accessibility Study will be subject to review and approval by the City Traffic Engineer. The Traffic Accessibility Study will also be provided to the Montana Department of Transportation for review. Coordination with the Montana Department of Transportation on issues related to Zoo Drive and Shiloh Road will be the responsibility of the Subdivider.



Any change of anticipated use of any lot from that estimated in the original Traffic Accessibility Study will require an update of the traffic analysis and recommendations.

(6) *Access.*

No access will be permitted to the Subdivision from the arterial frontage of Zoo Drive except by the standard street approaches as described in Sections 1.B.1 and 1.B.2 of this Agreement. The precise location of these access points are shown on the face of the plat.

The minimum entrance throat length for the street accesses is as follows:

- (a) Zoo Drive – Pierce Parkway = 346 feet (west side)
340 feet (east side)
- (b) Zoo Drive – Private Access = 306 feet

(Measured from the right-of-way line along the south side of Zoo Drive south along the centerline of Pierce Parkway and the private access.)

Internal lots will be accessed by the private drive running east and west of Pierce Parkway south of Zoo Drive. Minimum entrance throat lengths for the private drive will be determined at the time of lot development and will be part of the recommendations of the individual traffic accessibility studies submitted for review and approval by the City Engineer.

There will be no side access (ingress or egress) from individual lots or building pads within the minimum required storage throat.

(7) *Street Lighting.*

Street lights will be installed on both sides of Pierce Parkway and along the arterial frontage of Shiloh Road. The installation of the street lights will be part of a future lighting district. A Street Light Maintenance District will be formed for future energy and maintenance of the street lights.



(8) *Landscaping.*

Shiloh Business Park Subdivision landscaping shall be equal to or shall exceed the requirements outlined in the Billings and Yellowstone County Unified Zoning Regulations for Entryway Light Industrial Zone. In addition, all open areas in the public right-of-way adjacent to the Subdivision, with the exception of Zoo Drive, will be landscaped in accordance with those requirements. Maintenance of all site landscaping, including that in the public right-of-way, shall be the responsibility of the lot owners and is further outlined in the accompanying Covenants, Conditions, and Restrictions.

B. UTILITIES

(1) *Water.*

Subdivider will participate in Private Contract No. 441 for the construction of a 16-inch water main along Pierce Parkway through the Subdivision. Service stubs, fire hydrants, and fire line stubs to the Subdivision lots will be installed.

(2) *Sanitary Sewer.*

Subdivider will participate in Private Contract No. 441 for the construction of an 18-inch sanitary sewer along Pierce Parkway through the Subdivision.

(3) *Standards.*

The water and sewer mains and storm drains shall be sized and installed in conformance with City design standards and specifications, and the rules and regulations of the City of Billings.

(4) *Power, Telephone, Gas, and Cable Television.*

All power, telephone, gas, and cable television lines within the public right-of-way shall be installed underground prior to street paving. Appropriate utility easements will be provided across the Subdivision lots for service to the proposed development.

A 10-foot wide telecommunication easement crosses Lots 6, 7, and 8, Block 2 adjacent to the Canyon Creek Ditch. This easement is recorded in the office of the Yellowstone County Clerk and Recorder



Under Document Number 1750436. It is to U.S. West Communications, Inc., (now Qwest) and is to “construct, reconstruct, operate, maintain, and remove such telecommunication facilities as Grantee may require.”

(5) *Water and Sewer Fees.*

Because the Subdivider is installing the trunk water and sewer lines at its expense, no Trunk or Lateral Fees will be assessed. The property is subject to Water and Wastewater System Development Fees and Franchise Fees in effect at the time of obtaining said services.

(6) *Irrigation*

Canyon Creek Ditch crosses Lots 6, 7, and 8, Block 2 of the Subdivision in a 20-foot wide recorded easement as shown on the face of the Plat. A Canyon Creek Ditch lateral crosses Lot 1, Block 1 of the Subdivision from north to south. It is located in pipe in a 20-foot wide recorded easement as shown on the face of the Plat. A new 25-foot wide easement will be recorded with the final plat for the existing irrigation lateral along the south line of Lot 8 and a portion of Lot 9. These easements are to be used for the location, operation, and maintenance of the irrigation ditch facility until such time as the irrigation use is terminated by separate recorded agreement or the ditch is relocated per separate recorded agreement.

C. SURVEY MONUMENTS

Survey monuments shall be installed as required by City Ordinance and the Rules and Regulations of the State of Montana.

3. Subdivider agrees to provide for any necessary adjustments or alterations to existing improvements which are necessary and limited to those improvements required to make the improvements contemplated by this Agreement without cost to the City. The water and sewer mains, storm drains, and streets shall be sized, designed, and installed in conformance with City design standards and with the provisions of the Montana Public Works Standard Specifications.
4. Subdivider agrees to notify the City Engineer of the date and hour construction is anticipated to begin on the required improvements and to keep the City Engineer informed of the progress of construction; if the construction is stopped for any other reason than overnight, holidays, and weekends, the Subdivider agrees to notify the City Engineer of stoppage. Further, Subdivider agrees to notify the City Engineer not



less than four (4) hours before construction is scheduled to resume.

5. The public improvements on Pierce Parkway and the frontage along Shiloh Road referred to herein shall be installed using private contracts, all of which shall be secured by a Letter of Credit or a Letter of Commitment to lend funds from a commercial lender, in accordance with the City of Billings Subdivision Regulations. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Engineer. In the event Subdivider fails to install or construct such improvements or fails to finance in another satisfactory manner at the time performance is due, the City may initiate the creation of a Special Improvement District or Districts, and shall be entitled to rely on the Waiver in connection with creation of said districts.

Subdivider shall not convey or transfer any lots within the Subdivision and no building permits shall be issued, until a private contract, as required above, has been executed, or satisfactorily secured, to install or construct the improvements required. Occupancy permits shall not be issued for any lots until water and sewer mains and services and street improvements have been accepted and approved by the City.

As development occurs in Shiloh Business Park and in neighboring Subdivisions, improvements will be required on Zoo Drive and Shiloh Road to accommodate the increased traffic. As stated in Section 2.A. of this Agreement, these improvements will be per the recommendations of the Traffic Accessibility Study as approved by the City and Montana Department of Transportation.

The cost of the traffic impact improvements on Zoo Drive and Shiloh Road adjacent to the Subdivisions will be shared equally by the properties north and south of Zoo Drive. As of the date of this Agreement and per the estimate attached hereto as Exhibit B, the cost of these improvements based on a private contract is estimated at \$2,256,200.00 including all administrative, engineering, and permitting fees. The south side participation in these costs, including Shiloh Road improvements south of Zoo Drive, is \$1,207,100.00. These costs will be allocated to the Shiloh Business Park and William D. Pierce Subdivisions on the basis of uniform cost per square foot of total net area. The net area of two Subdivisions is 112.568 acres or 4,903,462 square feet and therefore the off-site cost allocation is \$0.2462 per square foot.

The off-site improvement costs adjacent to the Subdivisions will be financially secured by the establishment of individual escrow accounts for each lot in the adjacent Subdivisions. The Escrow Agreements for this purpose shall be substantially in the form of Exhibit C attached hereto. At the time of each lot sale, the Escrow Agreement shall be completed and an account established for that lot. The account shall be funded in the amount calculated at \$0.2462 per square foot of



the net area of the lot.

The off-site improvements will be triggered at various stages of the development as it occurs and as updated traffic studies recommend the needs. The attached plans included in Exhibit D shall be used as a guideline to the phased sequence of off-site improvements on Shiloh Road and Zoo Drive. Funds will be drawn from the escrow accounts for these improvements by the City. If, in the future, off-site improvement costs exceed the current estimated amount, the lots in the Subdivision may be subject to additional assessments. Subdivider and City agree that the escrow accounts are intended for and shall be maintained for the funding of improvements "adjacent" to the Subdivision as estimated in the items shown in Exhibit A and as depicted in the phase plans shown in Exhibit C.

Increased development in this area and also in west and northwest Billings will require revisions and improvements to Zoo Drive and the east-bound access roads within the Shiloh Interchange. City and Subdivider agree that the cost of these improvements should be shared by a much larger influence area, possibly through the creation of a West End Transportation District. Subdivider agrees to waive the right to protest the creation of a West End Transportation District.

6. The Subdivider does not desire to commence development of all the lots within the Subdivision, but does desire to file the approved final plat of Shiloh Business Park Subdivision and to sell and convey lots in said Subdivision in phases. In accordance with the foregoing, the Subdivider and the City agree as follows:

- A. Prior to filing of the final plat, the Subdivider will enter into Private Contract No. 441 for the Phase I infrastructure improvements.

As used herein, the Phase I lots to be served by the initial private contract are more particularly described as follows:

Lots 1 through 4, inclusive in Block 1; and Lots 1 through 5 and Lots 9 through 11, inclusive in Block 2; all in Shiloh Business Park Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (12 lots total).

- B. The remaining improvements will be installed in one or more phases by the Subdivider in the future. The Subdivider agrees not to sell or convey any lots in the Subdivision to be served by the future phase improvements, and the Subdivider further acknowledges that no building permits for lots within the future phase shall be issued until escrow accounts have been established and funded and/or a private contract has been executed and necessary funding



guarantees have been provided and/or a Special Improvement District has been created and bonds sold for the construction and installation of the public improvements to serve said lots, and to provide necessary access and traffic circulation for the traffic generated by those lots. As used herein, the lots to be served by the said future phase improvements are more particularly described as follows:

Lots 6 through 8, inclusive in Block 2; all in Shiloh Business Park Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (3 lots total).

Pursuant to the foregoing escrow and improvement requirement agreements, the Subdivider shall execute and record the Declaration of Restriction on Transfers and Conveyances, attached hereto as Exhibit E, for all said lots, to be recorded concurrently with the recording of this Agreement. Said Declaration notifies all third parties that said lots may not be legally sold, conveyed or transferred until a Release executed by the City of Billings and substantially in the form of Exhibit F attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a Certificate substantially in the form of Exhibit G attached hereto has been executed by the Department of Public Works stating that the above conditions have been met, which Certificate must accompany any request for a Release. By the acceptance and recording of the Agreement, the City does hereby authorize the Department of Public Works, and the Mayor and City Clerk of the City, to review any request for release and to execute such Certificates and Releases as may be necessary to evidence a release from the restriction against sale, conveyance, and transfer of lots in the Subdivision.

The foregoing provisions shall not restrict the Subdividers' right to sell and convey, as one unit, all lots in the Subdivision, nor shall the requirements for installation of improvements become effective as a result thereof provided, however, that such sale shall be subject to the restrictions herein provided against the transfer of individual lots until the conditions set forth above have been met.

7. 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 owners specifically agree that they are waiving valuable rights and do so voluntarily.

8. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings by a requirement that the contractor must guarantee improvements for a period of one year after final acceptance by the City.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.



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

“SUBDIVIDER”

SHILO 47 LLP,
a Montana Limited Liability Partnership

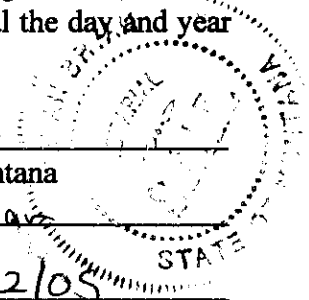
By: Donald Bottrell

Its: Partner

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 15th day of January, 2002, before me, a Notary Public for the State of Montana, personally appeared Donald Bottrell, known to me to be the Partner of SHILO 47 LLP, who signed the foregoing instrument and acknowledged to me that he/she executed the same. Witness my hand and seal the day and year herein above written.

Kevan Bays
Notary Public for the State of Montana
Printed Name: Kevan Bays
Residing at Billings, Montana
My commission expires 9/2/05





This Agreement is hereby approved and accepted by the City of Billings, this 11th day of February, 2002.

"CITY"
THE CITY OF BILLINGS
MONTANA



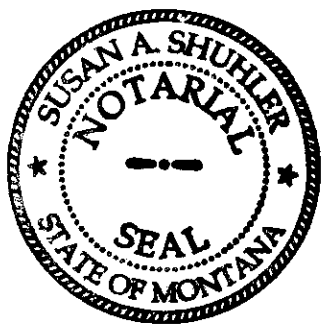
By Charles F. Tooley
Mayor

Attest Marita Herold
City Clerk

Approved as to Form Brent Brooks
City Attorney

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 11th day of February, 2002, before me, a Notary Public for the State of Montana, personally appeared Charles F. Tooley and Marita Herold known to me to be the Mayor and City Clerk, respectively of the City of Billings, Montana, whose names are subscribed to in the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.



Susan A. Shuhler
Notary Public for the State of Montana
Printed name: Susan A. Shuhler
Residing at Billings, Montana
My commission expires 3/28/05



WAIVER OF RIGHTS TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and sole owners of the hereinafter described property does hereby waive its right to protest the creation of one or more concurrent or sequential Special Improvement Districts for the following purpose or purposes:

Construction of streets, curbs, gutter, survey monuments, street name signs, traffic control devices, sanitary sewer lines, water lines, street lights, street light energy, street light maintenance, sidewalks, storm drain system, either within or without the area, and other improvements incident to the above which the City of Billings may require within Shiloh Business Park Subdivision.

The Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned is a party and shall run with the land and shall be binding upon the undersigned, its 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, to-wit:

All of Shiloh Business Park Subdivision, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana.

WAIVER signed and dated this 15th day of January, 2002.

“SUBDIVIDER”

SHILO 47 LLP,
a Montana Limited Liability Partnership

By: Donald Bottell

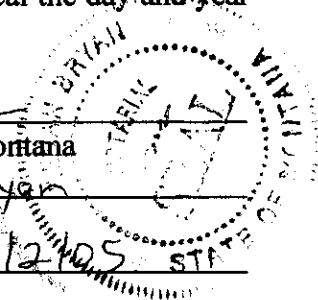
Its: Partner

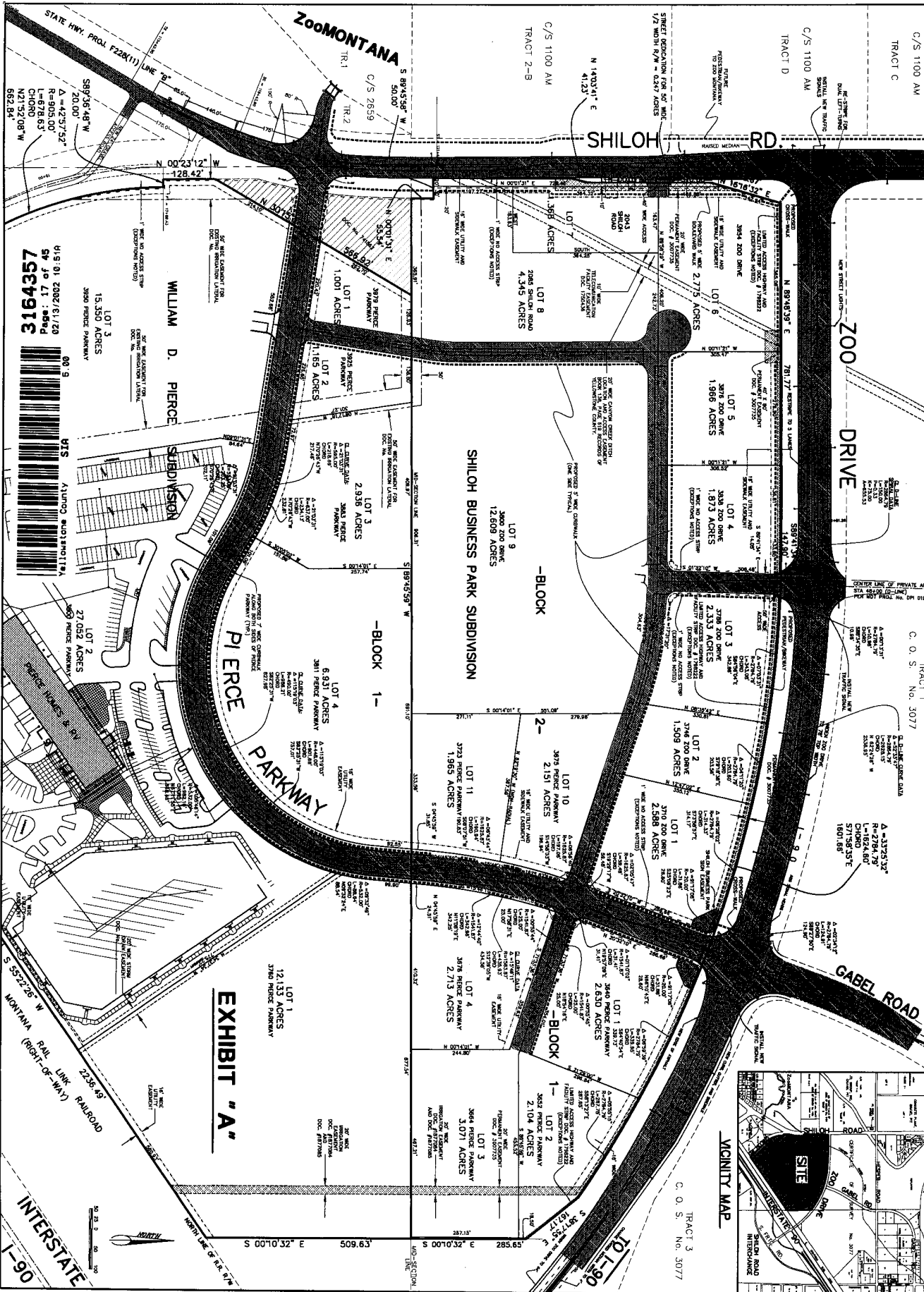


STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 15th day of January, 2002, before me, a Notary Public for the State of Montana, personally appeared Donald Bottwell, known to me to be the partner of SHILO 47 LLP, who signed the foregoing instrument and acknowledged to me that he/she executed the same. Witness my hand and seal the day and year herein above written.

Kevin Bryan
Notary Public for the State of Montana
Printed Name: Kevin Bryan
Residing at Billings, Montana
My commission expires 9/2/05





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 BVS
 Montana County

SHILOH BUSINESS PARK
 TRACT 5, CERTIFICATE OF SURVEY No.2895 AND TRACT 1, CERTIFICATE OF SURVEY No.3050
 BILLINGS, MONTANA
 SIDEWALK, PEDESTRIAN ACCESS
 AND BIKE TRAIL PLAN

ENGINEERING, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 SUITE 200 CREEKSIDE
 1001 S.D. 24TH ST. WEST
 BILLINGS MONTANA 59106-1345
 406-626-5255



Exhibit "B"

ENGINEERING, INC.

Consulting Engineers and Land Surveyors

13-Apr-01
Shiloh and Zoo total est
00089

Engineer's Estimate of Probable Cost For Zoo Drive and Shiloh Road Improvements

To Provide Pavement Widening and Drainage Improvements on Zoo Drive and Shiloh Road, Signalize three intersections, provide raised median on Shiloh Road, provide street lighting on both roadways and improve intersection geometrics accommodate future traffic conditions.

ALL ITEMS ARE COMPLETE IN PLACE

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Street Improvements					
101	1	LS	Mobilization and Insurance	@ \$50,000.00 / LS =	\$50,000.00
102	1	LS	Clearing and Grubbing	@ \$30,000.00 / LS =	\$30,000.00
103	1,800	LF	Remove Existing Fence	@ \$5.50 / LF =	\$9,900.00
104	1,800	LF	New Fence	@ \$3.25 / LF =	\$5,850.00
105	2,445	CY	Strip and Stockpile Topsoil (6")	@ \$3.00 / CY =	\$7,335.00
106	1,300	CY	Unclassified Excavation	@ \$9.00 / CY =	\$11,700.00
107	48,290	CY	Embankment	@ \$13.00 / CY =	\$627,770.00
108	1,470	SY	Remove Existing Asphalt	@ \$3.50 / SY =	\$5,145.00
109	900	LF	Standard Curb and Gutter	@ \$19.00 / LF =	\$17,100.00
110	1,185	LF	Median Curb	@ \$18.00 / LF =	\$21,330.00
111	8,250	CY	1 1/2 " Base Gravel - Roadway	@ \$20.00 / CY =	\$165,000.00
112	2,984	TN	Asphalt Surface - Roadway - Type B Mod.	@ \$35.00 / TN =	\$104,440.00
113	179.0	TN	Asphalt Oil - Roadway - 85-100	@ \$220.00 / TN =	\$39,380.00
114	410	GL	Tack Oil	@ \$10.00 / GL =	\$4,100.00
115	40	CY	1 1/2 " Base Gravel - Median - 4"	@ \$100.00 / CY =	\$4,000.00
116	37	TN	Asphalt Surface - Median	@ \$150.00 / TN =	\$5,550.00
117	2.3	TN	Asphalt Oil - Median	@ \$220.00 / TN =	\$506.00
118	216	LF	Realign Existing Irrigation Ditch	@ \$6.00 / LF =	\$1,296.00
119	24	LF	18" CSP	@ \$25.00 / LF =	\$600.00
120	252	LF	18" RCP	@ \$30.00 / LF =	\$7,560.00
121	3	EA	18" RCP Flared End Section	@ \$375.00 / EA =	\$1,125.00
122	87	LF	8'x12' Concrete Box Culvert	@ \$850.00 / LF =	\$73,950.00
123	1	EA	8'x12' Sloped End Section	@ \$851.00 / EA =	\$851.00
124	1	LS	8'x12' Inlet Headwall with Irrigation Access. and Conn.	@ \$40,000.00 / LS =	\$40,000.00
125	550	LF	36" Drainage Pipe	@ \$35.00 / LF =	\$19,250.00
126	550	LF	4" Concrete Sidewalk	@ \$6.00 / LF =	\$3,300.00
127	1	LS	Traffic Control	@ \$70,000.00 / LS =	\$70,000.00
Subtotal - Street Improvements					= \$1,327,038.00



Yellowstone County

SIA

5.00

Signing, Striping, and Signal Improvements

201	28	CY	Structural Concrete Pole Foundations	@	\$400.00 / CY =	\$11,200.00
202	370	LF	Conduit 2 1/2" Rigid - Trench	@	\$11.00 / LF =	\$4,070.00
203	640	LF	Conduit 2 1/2" Rigid - Push	@	\$16.50 / LF =	\$10,560.00
204	800	LF	Conduit 2" Rigid - Trench	@	\$7.50 / LF =	\$6,000.00
205	670	LF	Conduit 2" Rigid - Push	@	\$14.00 / LF =	\$9,380.00
206	280	LF	Conduit 1 1/2" Rigid - Trench	@	\$10.00 / LF =	\$2,800.00
207	860	LF	Conduit 1 1/2" Rigid - Push	@	\$13.00 / LF =	\$11,180.00
208	3,500	LF	Conduit 1 1/2" PVC - Trench	@	\$4.00 / LF =	\$14,000.00
209	31	EA	Pull Box Concrete - Type 1	@	\$250.00 / EA =	\$7,750.00
210	18	EA	Pull Box Concrete - Type 3	@	\$450.00 / EA =	\$8,100.00
211	1,760	LF	Cable, Copper, 12c, No. 14 AWG	@	\$1.70 / LF =	\$2,992.00
212	1,540	LF	Cable, Copper, 5c, No. 14 AWG	@	\$1.50 / LF =	\$2,310.00
213	650	LF	Cable, Copper, 3c, No. 14 AWG (PPB)	@	\$0.60 / LF =	\$390.00
214	980	LF	Cable, Copper, 3c, No. 14 AWG (Opticom)	@	\$0.60 / LF =	\$588.00
215	260	LF	Cable, Copper, 3c, No. 14 AWG (PEC)	@	\$0.60 / LF =	\$156.00
216	6,800	LF	Cable, Copper, 2c, No. 12 AWG (Loop Leads)	@	\$0.70 / LF =	\$4,760.00
217	7,200	LF	Conductor Copper, #10 AWG (Lighting & Ground)	@	\$0.40 / LF =	\$2,880.00
218	780	LF	Conductor Copper, #6 AWG	@	\$0.60 / LF =	\$468.00
219	11,800	LF	Conductor Copper, #8 AWG	@	\$0.50 / LF =	\$5,900.00
220	1	EA	Signal Std. 20 ft Mast Arm Type 2a	@	\$5,000.00 / EA =	\$5,000.00
221	4	EA	Signal Std. 35-40 ft Mast Arm Type 3a	@	\$7,000.00 / EA =	\$28,000.00
222	3	EA	Signal Std. 35-50 ft Mast Arm Type 3a	@	\$7,000.00 / EA =	\$21,000.00
223	1	EA	Signal Std. 50 ft Mast Arm Type 2a	@	\$5,500.00 / EA =	\$5,500.00
224	2	EA	45' Mast Arm	@	\$3,000.00 / EA =	\$6,000.00
225	1	EA	Relocate Signal Std. - Type 3a	@	\$2,500.00 / EA =	\$2,500.00
226	4	EA	Light Std. W/15' Mast Arm 40' Mount	@	\$2,000.00 / EA =	\$8,000.00
227	11	EA	Light Std. W/18' Mast Arm 40' Mount	@	\$2,000.00 / EA =	\$22,000.00
228	2	EA	Remove and Reset Light Standards	@	\$200.00 / EA =	\$400.00
229	1	EA	Controller Cabinet "P"	@	\$9,000.00 / EA =	\$9,000.00
230	1	EA	Controller Cabinet Pedestal "P"	@	\$900.00 / EA =	\$900.00
231	2	EA	Controller Cabinet "M"	@	\$8,000.00 / EA =	\$16,000.00
232	2	EA	Controller Cabinet Pedestal "M"	@	\$850.00 / EA =	\$1,700.00
233	3	EA	Install Controller Cabinets and Field Wiring	@	\$850.00 / EA =	\$2,550.00
234	3	EA	8-Phase Traconex Controller	@	\$5,000.00 / EA =	\$15,000.00
235	3	EA	Opticom Pre-emption Controller	@	\$6,500.00 / EA =	\$19,500.00
236	3	EA	Install Emergency Pre-emption	@	\$250.00 / EA =	\$750.00
237	9	EA	Luminaire - 250w - High Pressure Sodium	@	\$250.00 / EA =	\$2,250.00
238	15	EA	Luminaire - 400w - High Pressure Sodium	@	\$275.00 / EA =	\$4,125.00
239	38	EA	12x12x12 Traffic Signal Indicator	@	\$1,500.00 / EA =	\$57,000.00
240	8	EA	Pedestrian Signal Indicator - 12" Symbols	@	\$850.00 / EA =	\$6,800.00
241	17	EA	Pre-formed Loops - 6'x6'	@	\$650.00 / EA =	\$11,050.00
242	69	EA	Pre-formed Loops - 6'x10'	@	\$700.00 / EA =	\$48,300.00
243	3	EA	Type C Power Supply	@	\$1,300.00 / EA =	\$3,900.00
244	8	EA	Pedestrian Push Buttons	@	\$300.00 / EA =	\$2,400.00
245	20	EA	Remove Signs and Salvage	@	\$35.00 / EA =	\$700.00
246	233	SF	Signs - Sheet Alum. High Intensity	@	\$20.00 / SF =	\$4,660.00
247	450	LB	Posts - Tubular Steel - Sq. Perf.	@	\$4.50 / LB =	\$2,025.00
248	9	EA	3" Sq. Perf. Breakaway Device	@	\$180.00 / EA =	\$1,620.00
249	17	EA	Flexible Surface Mount Delineator	@	\$90.00 / EA =	\$1,530.00
250	53	GL	Striping - 4" Epoxy - Yellow	@	\$42.00 / GL =	\$2,226.00
251	42	GL	Striping - 4" Epoxy - White	@	\$35.00 / GL =	\$1,470.00
252	60	GL	Striping - 8" Epoxy - White	@	\$35.00 / GL =	\$2,100.00
253	4	GL	Striping - 24" Epoxy - White	@	\$35.00 / GL =	\$140.00
254	16	GL	Striping - 24" Epoxy - Yellow	@	\$42.00 / GL =	\$672.00
255	435	LF	Striping - 24" 3M Tape - White	@	\$18.50 / LF =	\$8,047.50
256	1,760	SF	Striping - Words and Symbols - 3M Tape - White	@	\$13.50 / SF =	\$23,760.00
257	12	GL	Curb Marking Paint - Yellow	@	\$30.00 / GL =	\$360.00
258	2,400	LF	Obliterate Pavement Markings - Paint	@	\$0.80 / LF =	\$1,920.00
Subtotal - Signing, Striping, and Signal Improvements						= \$456,339.50



Total Construction Costs	=	\$1,783,377.50
Construction Contingency (10%)	=	\$178,337.75
Total Cost of Construction Improvements	=	\$1,961,715.25

Administrative Costs If Done By Private Contract

Engineering and Design	\$127,511.49
Construction Engineering and Staking	\$127,511.49
Quality Control and Testing	\$29,425.73
Geotechnical Engineering Services	\$10,000.00

Subtotal - Engineering and Construction Management \$294,448.71

Total Cost of Project \$2,256,163.96



EXHIBIT "C"

ESCROW AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 200__, by and between _____ ("Purchaser"), whose address for purposes of this Agreement is _____, AMERICAN TITLE & ESCROW, a Montana corporation ("American Title"), of 1216 16th Street West, Alpine Village No. 21, Billings, Montana 59102, the CITY OF BILLINGS, MONTANA ("City"), c/o City Engineer's Office, 510 North Broadway, 4th Floor, Billings, Montana 59101, and SHILO 47, L.L.P., a Montana limited liability partnership ("Seller"), with offices at _____, Billings, MT 59101.

1. Seller has agreed to sell and convey unto Purchaser all of its right, title and interest in and to certain real property in Shiloh Business Park Subdivision, commonly known as the Shiloh Business Park (the "Subdivision"), which real property is more particularly described as follows (the "Purchaser's Lot"):

Lot __, Block __, of Shiloh Business Park Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. _____.

2. In connection with the development of the Subdivision, certain public improvements (the "Improvements") must be made within or adjacent to the Subdivision in accordance with Article 5 of that certain Subdivision Improvements Agreement between Seller and the City dated the ____ day of _____, 2001, and recorded the ____ day of _____, 2001, under Document No. _____, records of Yellowstone County, Montana (the "SIA"); and

3. Pursuant to Article 5 of the SIA, Seller has agreed that an amount equal to the total estimated cost per square foot of the Improvements multiplied by the total square footage of Purchaser's Lot ("Estimated Costs"), as described in the SIA, with respect to any lot in the Subdivision will be deposited into a separate interest bearing account for the benefit of Purchaser to be held in escrow with American Title; and

4. American Title has agreed to act as escrow agent for the purposes of receiving the above-referenced funds and disbursing the same for payment of future SID assessments upon formation of one or more such districts, or for the payment of one or more private contract costs of constructing the Improvements contemplated by the SIA in the event an SID is not formed, which funds will be obtained, held and disbursed by American Title in accordance with the terms of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:



1. **Escrowed Funds.** Purchaser shall deposit the Estimated Costs in the amount of _____ Dollars (\$ _____) (the "escrowed funds") into escrow with American Title in an interest bearing account under Purchaser's Federal Identification Number # _____, for the benefit of Purchaser and the City (the "Escrow Account") at the closing of the sale of the Purchaser's Lot, by Seller to Purchaser. The escrowed funds amount is based upon Estimated Costs of \$00.2462 per square foot on the _____ square feet of land contained within the Purchaser's Lot. The escrowed funds deposited into the Escrow Account will be held and disbursed by American Title in accordance with the provisions of paragraphs 4, 5 and 6 below.

2. **Seller's Obligation Terminated.** From and after the date of this Agreement, Seller shall have no further obligation or liability for the Estimated Costs, or the construction and/or payments for the Improvements, or any future SID assessments, relating to the Purchaser's Lot.

3. **Purpose of Escrow Arrangement.** American Title agrees that it shall receive and hold the escrowed funds in the Escrow Account, for the benefit of Purchaser and the City, and shall make disbursements or payments to the City and/or Purchaser pursuant to the provisions of paragraphs 4, 5 and 6 below.

4. **Payments from Escrow.** Upon receipt of a written authorization from Purchaser and the City for payments in connection with actual SID assessments or private contracts for construction of the Improvements, American Title shall disburse the escrowed funds as follows:

- (a) If one or more special improvement districts are created, the escrowed funds shall be paid by American Title to the City for application to the actual assessments for the Improvements against the Purchaser's Lot.
- (b) In the event one or more special improvement districts for the Improvements is not or cannot be created, then the amounts held on deposit in the Escrow Account shall be applied toward payment under one or more private contracts for construction of the Improvements attributable to the Purchaser's Lot in accordance with the SIA.

5. **Interest on the Escrowed Funds.** Interest accrued on the escrowed funds shall be paid to Purchaser in annual disbursements on the first day of December of each year, until such time as final disbursement is made pursuant to paragraph 6 below.

6. **Additional Assessments; Return of Excess.** If the actual amount of the special improvement district assessments for the Improvements is greater than the escrowed funds held in the Escrow Account with respect to the Purchaser's Lot, then the City shall levy said difference against the Purchaser's Lot. If the Improvements are constructed by one or more private contracts and the actual amount of the private contracts for the Improvements attributable to the Purchaser's Lot is greater than the escrowed funds held in the Escrow Account with respect to the Purchaser's Lot, then the Purchaser shall be responsible for said difference. If the actual amount of the special



improvement district assessments or the private contracts for the Improvements is less than the escrowed funds held in the Escrow Account, then American Title shall return such excess to Purchaser after payment of the full amount of the actual SID assessments or the private contracts, and Purchaser shall be entitled to retain such excess.

7. Escrow Fees. Purchaser and Seller shall share equally the costs associated with initial set-up fees of the Escrow Account, and thereafter Purchaser shall be solely responsible for all other fees, costs, taxes and expenses related to the escrowed funds and the Escrow Account and the performance of duties under this Agreement by American Title. American Title shall have a lien upon all moneys, papers and properties held by it in connection herewith for any fees, costs, or expenses, due American Title hereunder.

8. Scope of Agreement. This Agreement governs only the deposit of the escrowed funds relating to the Purchaser's Lot by Purchaser into escrow with American Title, the disbursement of those funds for payment of actual SID assessments or private contracts, if any, related to the Improvements, to or for the benefit of Purchaser's Lot, and the annual disbursement of interest accrued on the escrowed funds to Purchaser. Other than the matters specifically addressed herein, this Agreement shall not supersede or modify the terms and covenants of the SIA, nor shall any party other than those executing this Agreement be entitled to claim the benefits of this Agreement. No payment made under this Agreement with respect to a private contract for all or any portion of the Improvements shall be evidence of the performance of said private contract, either wholly or in part, and no payment or disbursement by American Title shall be construed to be an acceptance by either Purchaser or the City of defective work or improper materials pursuant to such private contract.

9. Rights and Duties of American Title. It is expressly understood between the parties hereto that American Title is to be considered as a depository and agent to collect, hold and disburse the escrowed funds only, and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution, or validity of any instructions or authorizations for payment relating to said escrowed funds, nor as to the identity, authority or rights of any person executing such written authorization. American Title assumes no responsibility, nor is it to be held liable, as to the condition of title to the Purchaser's Lot involved herein, nor as to any assessments, liens or encumbrances against the Purchaser's Lot, except with respect to liens or encumbrances arising from the negligence or willful misconduct of American Title with reference to its obligations and duties under this Agreement.

10. Disputes. In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and conflicting demands being made in connection with the escrowed funds and the Escrow Account, and disbursements therefrom, American Title shall be entitled at its option to refuse to comply with said conflicting demands so long as such disagreement shall continue. In so refusing, American Title may also refuse to deliver any moneys, papers or property involved in or affected by this escrow, and shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, American Title shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement settling their differences and shall have notified American



Title in writing of such agreement, or (b) the rights of the parties have been duly adjudicated by a court of competent jurisdiction, except that nothing herein shall be construed to require American Title to institute any litigation to determine the rights of the parties hereto.

In the event of any disagreement between the parties hereto, or if conflicting demands or claims are made upon American Title by the parties hereto or interested herein or by any other party, American Title shall have the right to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the funds held in connection herewith. Purchaser and the City shall be jointly and severally liable to American Title for any and all attorney's fees, costs, and disbursements incurred by American Title in connection herewith, and upon demand shall forthwith pay the same to American Title. The liability of Purchaser and the City for reimbursement for the amount of such attorney's fees, costs and disbursements paid to American Title shall be governed by the provisions of paragraph 12 below.

11. Default; Remedies. The failure of any party to perform its obligations under the terms of this Agreement shall constitute a default hereunder. In the event of any such default, and the failure of the defaulting party to cure the same within ten (10) days after written notice thereof by the non-defaulting party or parties, then such non-defaulting parties may:

- (a) Commence a suit or suits in equity or at law, including without limitation an action for the specific performance of any covenant or agreement contained herein; or
- (b) Commence a suit or suits for damages arising from the failure to perform any covenant or agreement contained herein; or
- (c) Pursue enforcement of any other appropriate legal or equitable remedies.

12. Attorney Fees and Costs. In the event it becomes necessary for any party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, to give any notice required herein with respect to any default, or to reimburse American Title for any attorney's fees, costs or disbursements it may incur pursuant to paragraph 10 above, then the prevailing party or parties shall be entitled to payment or reimbursement for reasonable attorney's fees, costs and expenses, from the party or parties who do not prevail.

13. Notices. Any notice required under this Agreement shall be served on all other parties either personally or by certified mail, return receipt requested, addressed to the party to be served at the following address:

Purchaser:



American Title: 1216 16th Street West
Alpine Village No. 21
Billings, Montana 59102
ATTN: _____

City: c/o City Engineer's Office
510 North Broadway
4th Floor
Billings, Montana 59102
ATTN: Public Works Director

Seller: Shilo 47, L.L.P.

A party wishing to change its designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice.

14. Amendments; Waiver. No amendments or modifications to this Agreement, or of any provisions contained herein, shall be binding or enforceable unless the same shall be in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement. Any waiver or failure to enforce the terms of this Agreement by any of the parties hereto shall not constitute a waiver by said parties of the right to enforce or compel performance with respect to any continuing or subsequent default hereunder.

15. Headings. The headings used herein are for convenience only, and shall not be construed as part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

16. Binding Effect. The covenants, agreements and all statements in this Agreement shall inure to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first above written.

"Purchaser"

By: _____
Its: _____
Federal Tax Identification No. _____



"American Title"
AMERICAN TITLE INSURANCE COMPANY

By: _____
Its: _____

"City"
CITY OF BILLINGS, MONTANA

By: _____
Its: _____

"Seller"
SHILO 47, L.L.P.

By: _____
Its: _____
Federal Tax Identification No. _____



**SUBDIVISION IMPROVEMENTS AGREEMENT
EXHIBIT "D"**

Zoo Drive and Shiloh Road Construction Phases

B1 – Shiloh Road and Pierce Parkway Intersection

The intersection of Shiloh Road and Pierce Parkway, including lane separations and transition tapers would be constructed in conjunction with the construction of Pierce Parkway, which is scheduled to be built in Summer 2001. As illustrated, these improvements would include moving the existing gravel access 175-ft south of the intersection.

B2 – Phase I Construction

The first phase of improvements on Zoo Drive also would be constructed in conjunction with the construction of Pierce Parkway. These improvements would include construction of the Gabel Road and Pierce Parkway approaches to full future width with associated signing and pavement markings. Because the side streets initially would be controlled by 'Stop' signs, the southbound approach would have a temporary pavement marking layout allowing only one southbound lane. Some pavement widening at the northeast corner of the intersection would be required to match the width of the new Gabel Road cross-section.

B3 – Phase II Construction

It is anticipated that the second phase of construction would occur when signal warrants are met at the Zoo Drive-Gabel Road-Pierce Parkway intersection. This phase would involve installing a traffic signal designed for the existing three-lane layout on Zoo Drive with accommodations made for the future widening of Zoo Drive to five lanes. With signal installation, the southbound Gabel Road approach should be re-stripped to allow two southbound lanes.

B4 & 5 – Phase III Construction

With continuing development south of Zoo Drive, the third phase of construction would be to widen Zoo Drive and re-stripe for a five-lane cross section. Additional signal heads would be installed at the traffic signal at Gabel Road to match the new five-lane section.



B6 – Five-Lane to Three-Lane Transition

When Zoo Drive is widened to five lanes, a striped transition would need to be constructed between the new five-lane section and the existing three-lane section between the I-90 ramp intersections, if improvements to the interchange have not been made by this time.

B7 – Phase IV Construction

It is anticipated, depending on the rate of development build-out, that the fourth phase of construction would occur when signal warrants are met at the intersection of Zoo Drive and Shiloh Road. A traffic signal would be constructed to match the existing lane configuration on Shiloh Road but would be designed to accommodate the future widening of Shiloh Road.

B8 – Phase V Construction

Phase five construction would involve the widening of Shiloh Road to allow dual southbound left-turn lanes and associated upgrades to the traffic signal. This phase of construction most likely would occur in conjunction with an overall Shiloh Road widening project. Shiloh Road is targeted for widening north of Zoo Drive in the next 3-5 years.

Also shown with this phase is the installation of a raised median south of Zoo Drive. The raised median is needed to prevent left-turn movements into the drive approach between Lots 6 and 7 of Shiloh Business Park Subdivision. The installation of the median should coincide with development of the lots and therefore could be required prior to full widening of Shiloh Road.

B9 – Shiloh Interchange Improvements

Future demand likely will require additional capacity for through traffic across the I-90 interchange structure and additional capacity for southbound left-turns onto the eastbound ramp. This could be accommodated by adding an additional northbound through lane and dual southbound left-turn lanes. To accommodate the dual left-turn movement, signalization of the ramps would be required and the eastbound on-ramp would need to be widened along with an appropriate merging section.

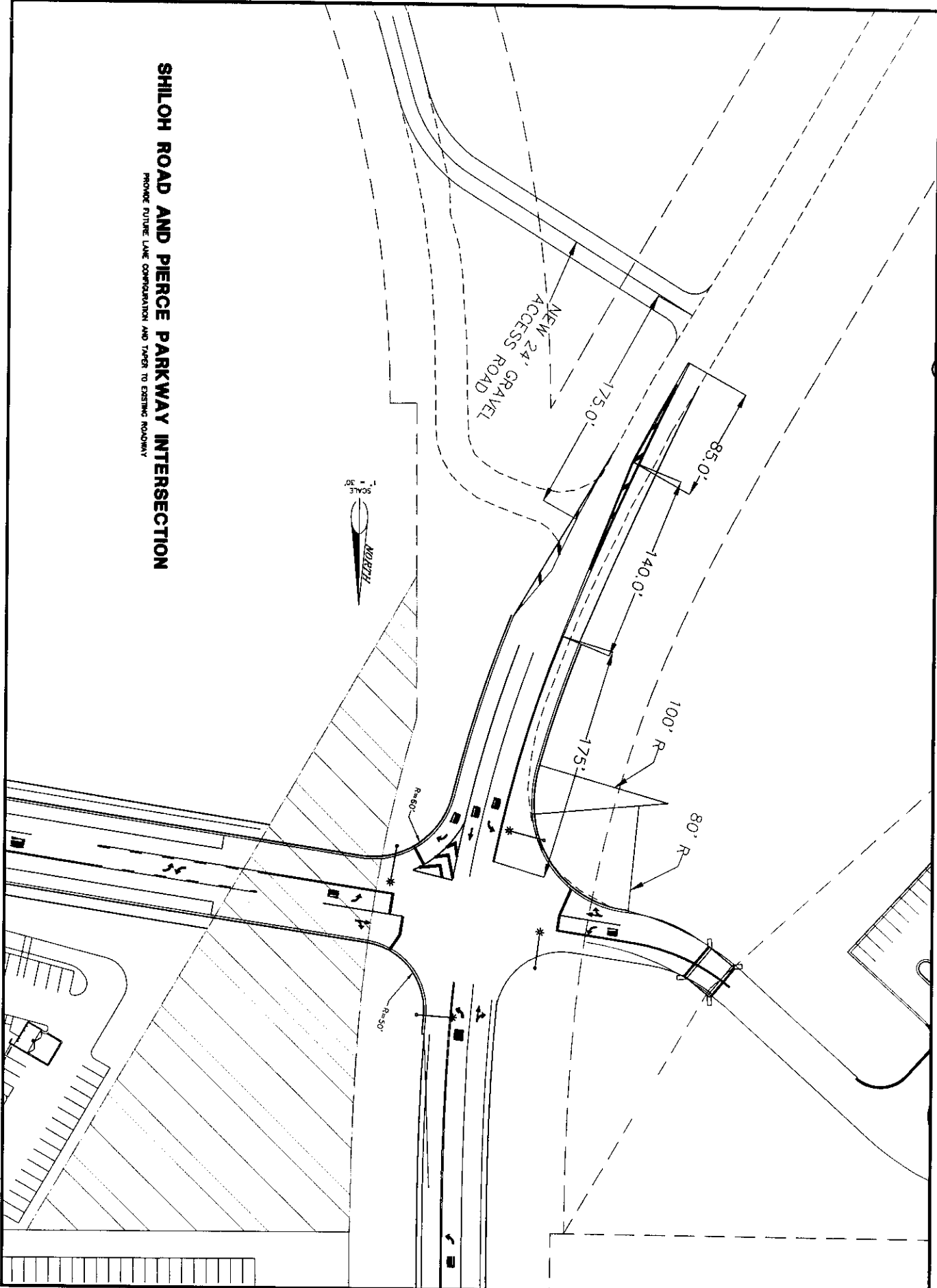
B10 – Shiloh Interchange Alternate

An alternate design for improving southbound to eastbound capacity on the I-90 interchange includes constructing a cloverleaf in the southwest quadrant of the interchange. By removing the left-turn movement from the traffic signal phasing, a considerable amount of “green time” is left available for northbound and southbound through traffic.



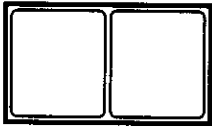
Yellowstone County SIA 5.00

SHILOH ROAD AND PIERCE PARKWAY INTERSECTION
 PROVIDE FUTURE LINE CONFIGURATION AND TAPER TO EXISTING ROADWAY

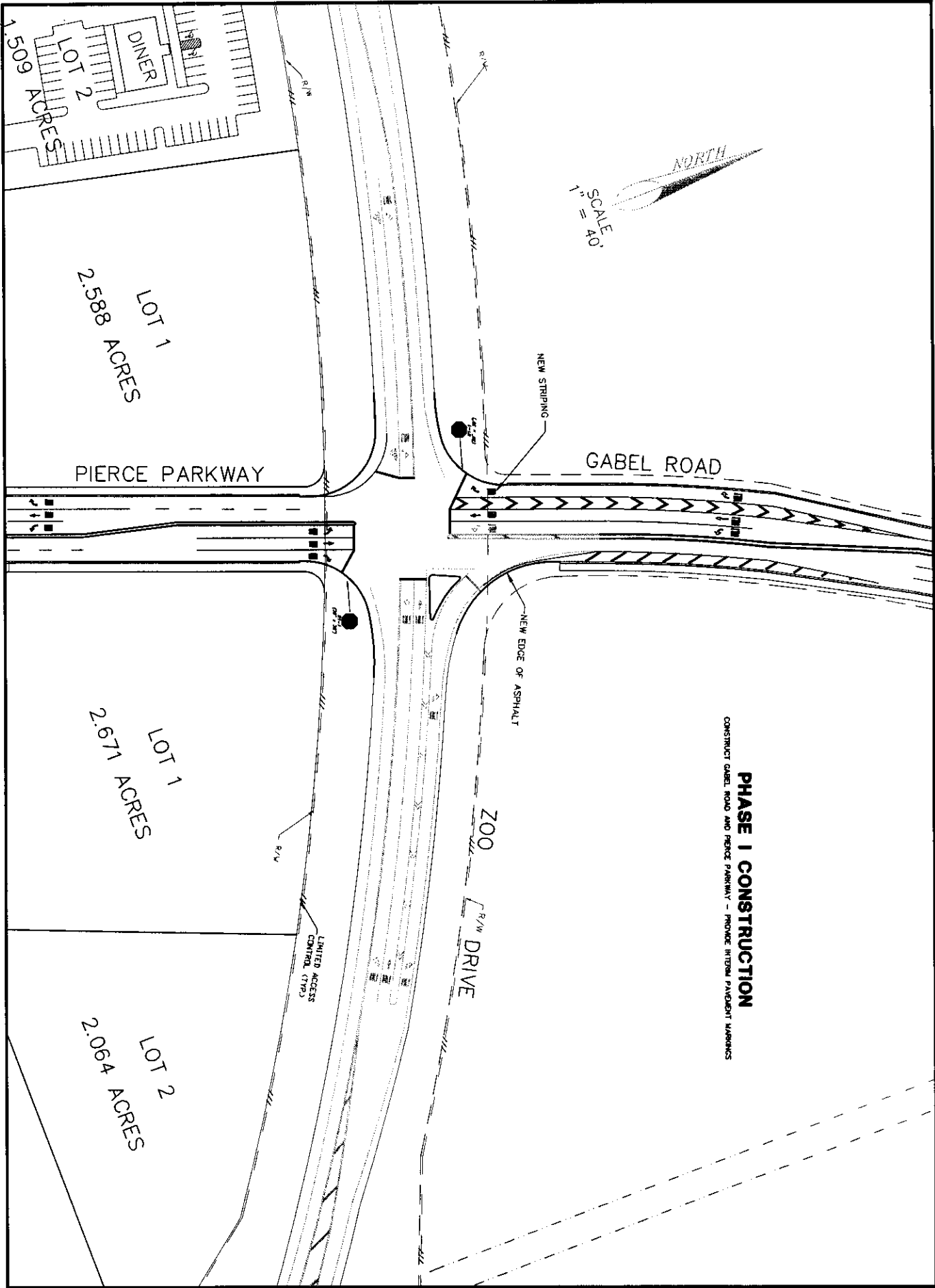


DATE	1/20/02
BY	...
SCALE	1"=30'
PROJECT NO.	000099
SHEET	29 OF 31

"SHILOH BUSINESS PARK"
 TRACT 5, CERTIFICATE OF SURVEY No. 2988 AND TRACT 1, CERTIFICATE OF SURVEY No. 3080
 BILLINGS, MONTANA
 SHILOH ROAD AND PIERCE PARKWAY INTERSECTION



ENGINEERING, INC.
 Consulting Engineers and Land Surveyors
 Suite 200 Creekside
 100 South 24th St., #201 - P.O. Box 8345
 Billings, MT 59107-8345
 (406) 656-5295 Fax (406) 656-0967



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Page: 30 of 45
02/13/2002 10:51A



DATE: 4/18/02	SCALE: 1"=40'
REVISION:	PROJECT NO. 02-0008
APPROVED BY:	SHEET NO. OF 010
DRAWN BY:	
CHECKED BY:	

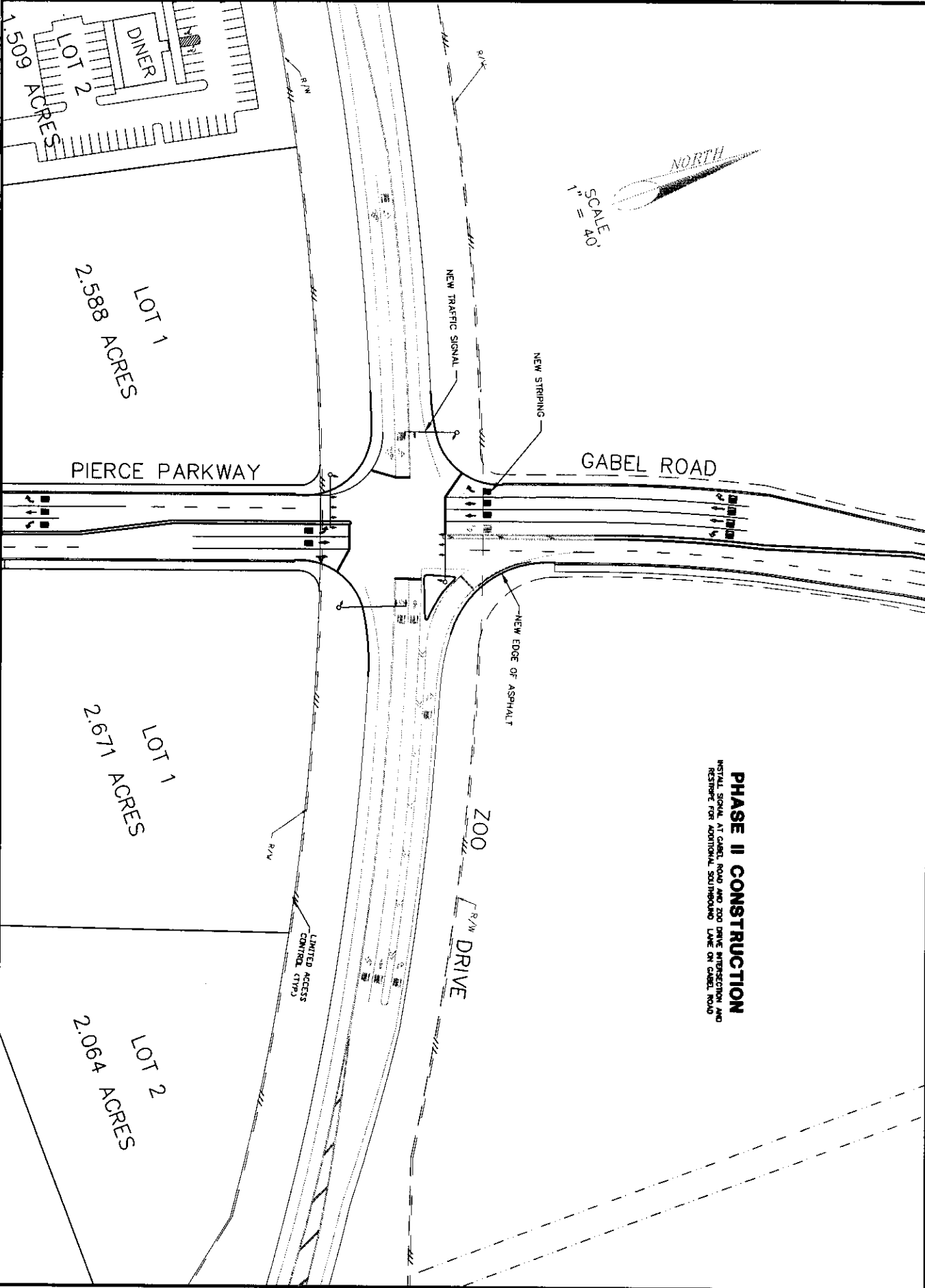
"SHILOH BUSINESS PARK"
TRACT 5, CERTIFICATE OF SURVEY No. 2906 AND TRACT 1, CERTIFICATE OF SURVEY No. 2080
BILLINGS, MONTANA

INTERIM STRIPING LAYOUT - 2001 CONSTRUCTION ACTIVITY



ENGINEERING, INC.
Consulting Engineers and Land Surveyors

5476 200 Crowlville
200 South 24th St, Room 1 - P.O. Box 8545
Billings, MT 59103-3545
406/656-5275 Fax 406/656-0987



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 Page: 31 of 45
 02/13/2002 10:51A

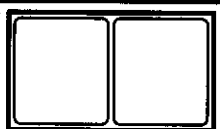


PHASE II CONSTRUCTION
 INSTALL SIGNAL AT GABEL ROAD AND ZOO DRIVE INTERSECTION AND
 RESTRIPE FOR ADDITIONAL SOUTHWEST LANE ON GABEL ROAD

DATE	BY
PROJECT NO.	DATE
REVISION	BY
DATE	BY
SCALE	DATE
PROJECT NO.	DATE
REVISION	BY
DATE	BY

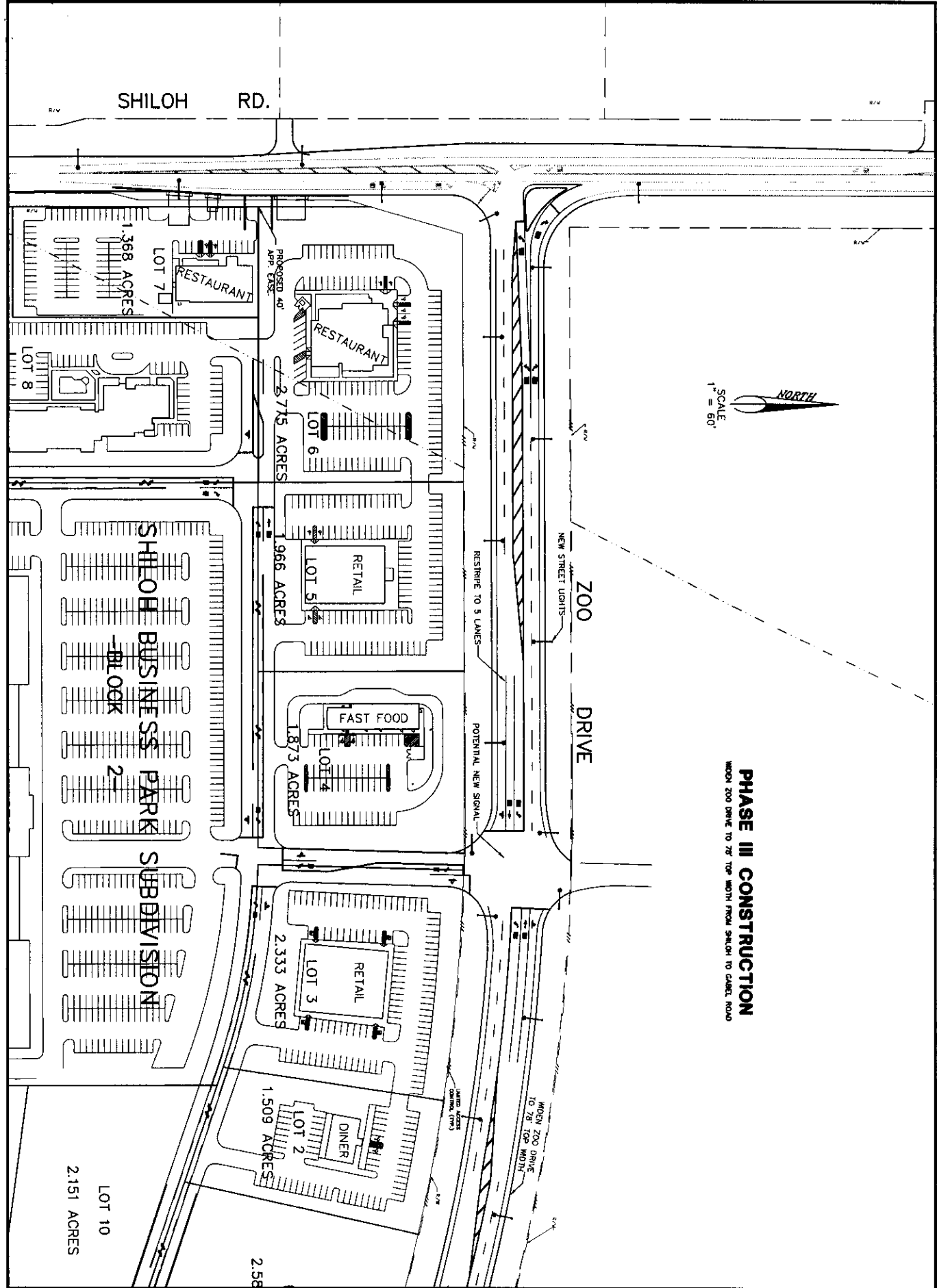
"SHILOH BUSINESS PARK"
 TRACT 6, CERTIFICATE OF SURVEY No. 2895 AND TRACT 1, CERTIFICATE OF SURVEY No. 3050
 BILLINGS, MONTANA

INSTALL SIGNAL AT GABEL ROAD AND ZOO DRIVE



ENGINEERING, INC.
 Consulting Engineers and Land Surveyors

Suite 200 Crowkolla
 103 South 24th St. West - P.O. Box 8345
 Billings, MT 59009-0345
 406.534.4255 Fax: 406.534.0967



DATE	2/13/02
BY	[Signature]
REVISION	
APPROVED BY	[Signature]
QUANTITY	
SCALE	1" = 60'
FILE	SHILOH
PROJECT NO.	3164357
SHEET NO.	32 OF 45

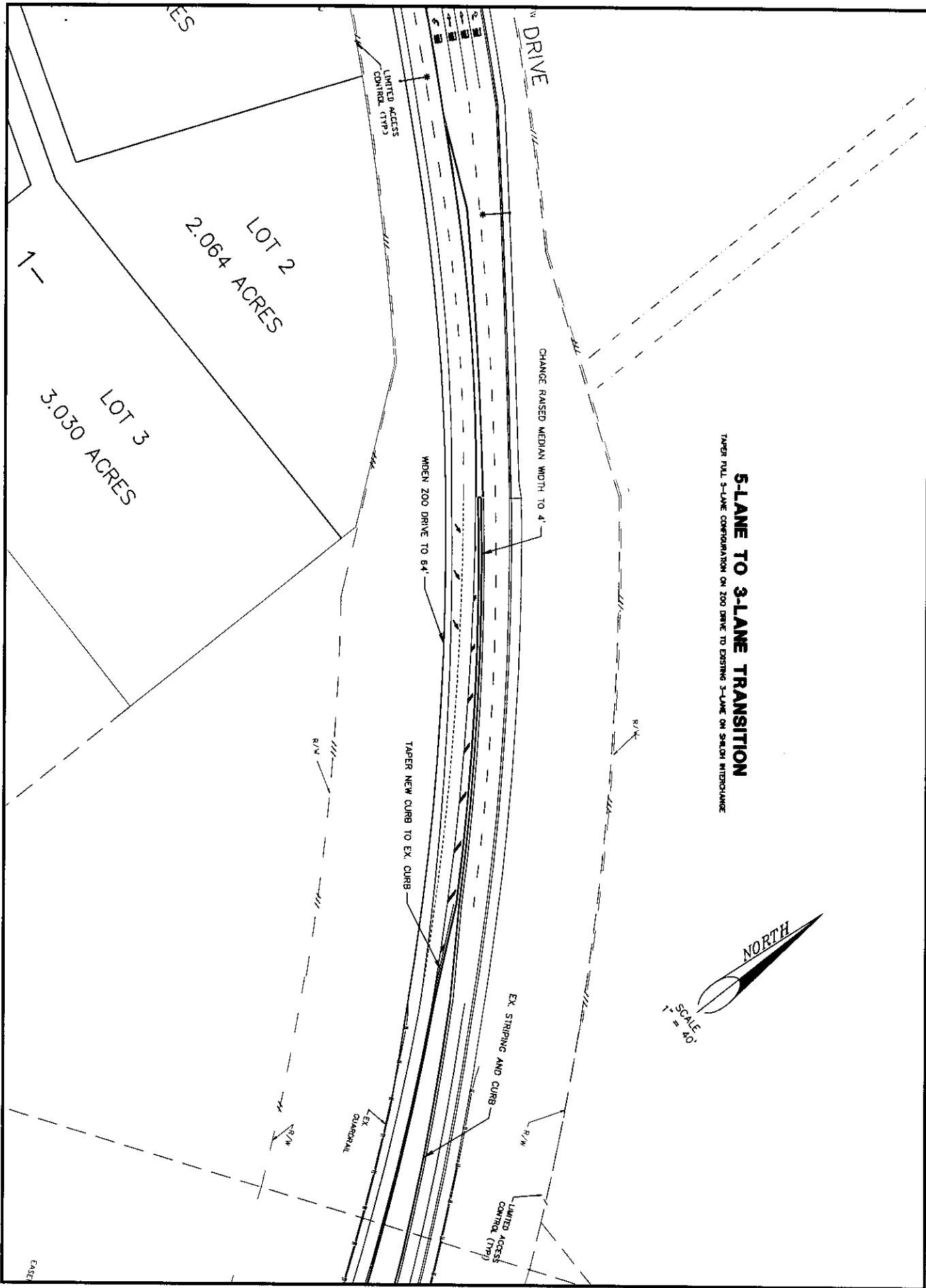
"SHILOH BUSINESS PARK"
 TRACT 8, CERTIFICATE OF SURVEY No. 2086 AND TRACT 1, CERTIFICATE OF SURVEY No. 2080
 BILLINGS, MONTANA

WIDEN ZOO DRIVE FROM SHILOH ROAD TO GABEL ROAD

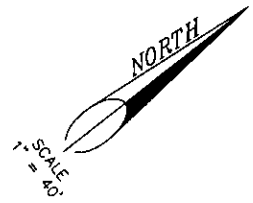


ENGINEERING, INC.
 Consulting Engineers and Land Surveyors

815 S. 200th Street
 Billings, MT 59102-1245
 Phone: 406-656-0967
 Fax: 406-656-0967



5-LANE TO 3-LANE TRANSITION
 TAPER FULL 5-LANE CONFIGURATION ON ZOO DRIVE TO EXISTING 3-LANE ON SHILOH INTERCHANGE



DATE: 1/27/01	SCALE: 1"=40'
REVISION:	FILE: Shiloh
APPROVED BY:	PROJECT NO. 0000
DATE OF REVISION:	SHEET NO. 34 OF 45

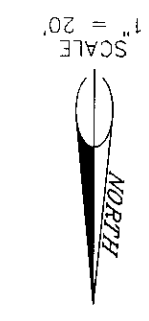
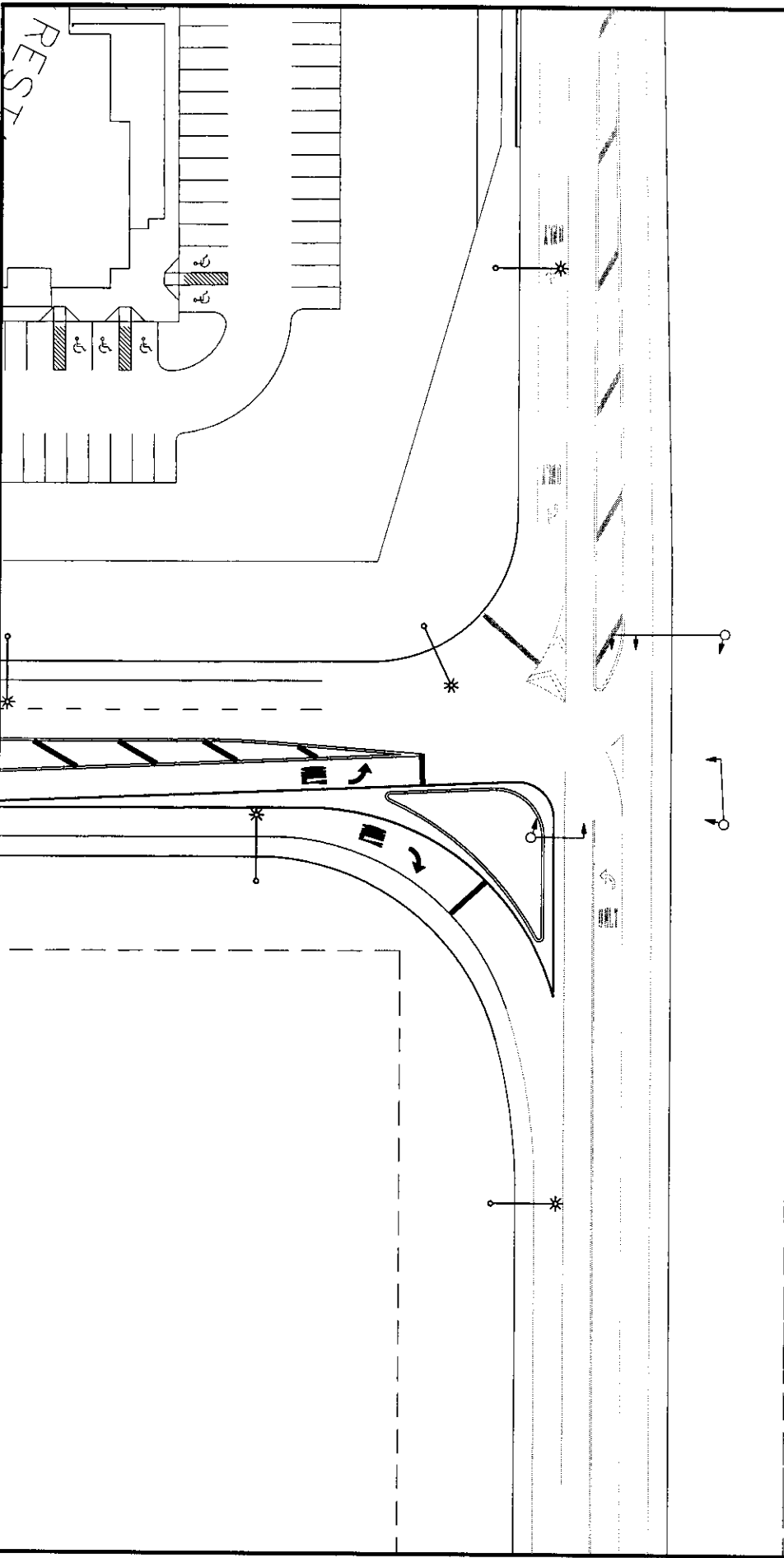
"SHILOH BUSINESS PARK"
 TRACT 2, CERTIFICATE OF SURVEY No. 2998 AND TRACT 1, CERTIFICATE OF SURVEY No. 3000
 BILLINGS, MONTANA

5-LANE TO 3-LANE TRANSITION



ENGINEERING, INC.
 Consulting Engineers and Land Surveyors

4400 200 Crandall
 100 South 24th St. West - P.O. Box 8345
 Billings, MT 59108-0345
 (406) 656-5295 Fax: (406) 656-0967



PHASE IV CONSTRUCTION
 INSTALL SIGNAL AT SHILOH ROAD AND ZOO DRIVE INTERSECTION

DATE: 1/20/01	SCALE: 1"=20'
PROJECT NO. 00099	FILE: SHILOH.PK
DRAWN BY: [Signature]	
CHECKED BY: [Signature]	
APPROVED BY: [Signature]	
QUALITY ASSURANCE: [Signature]	

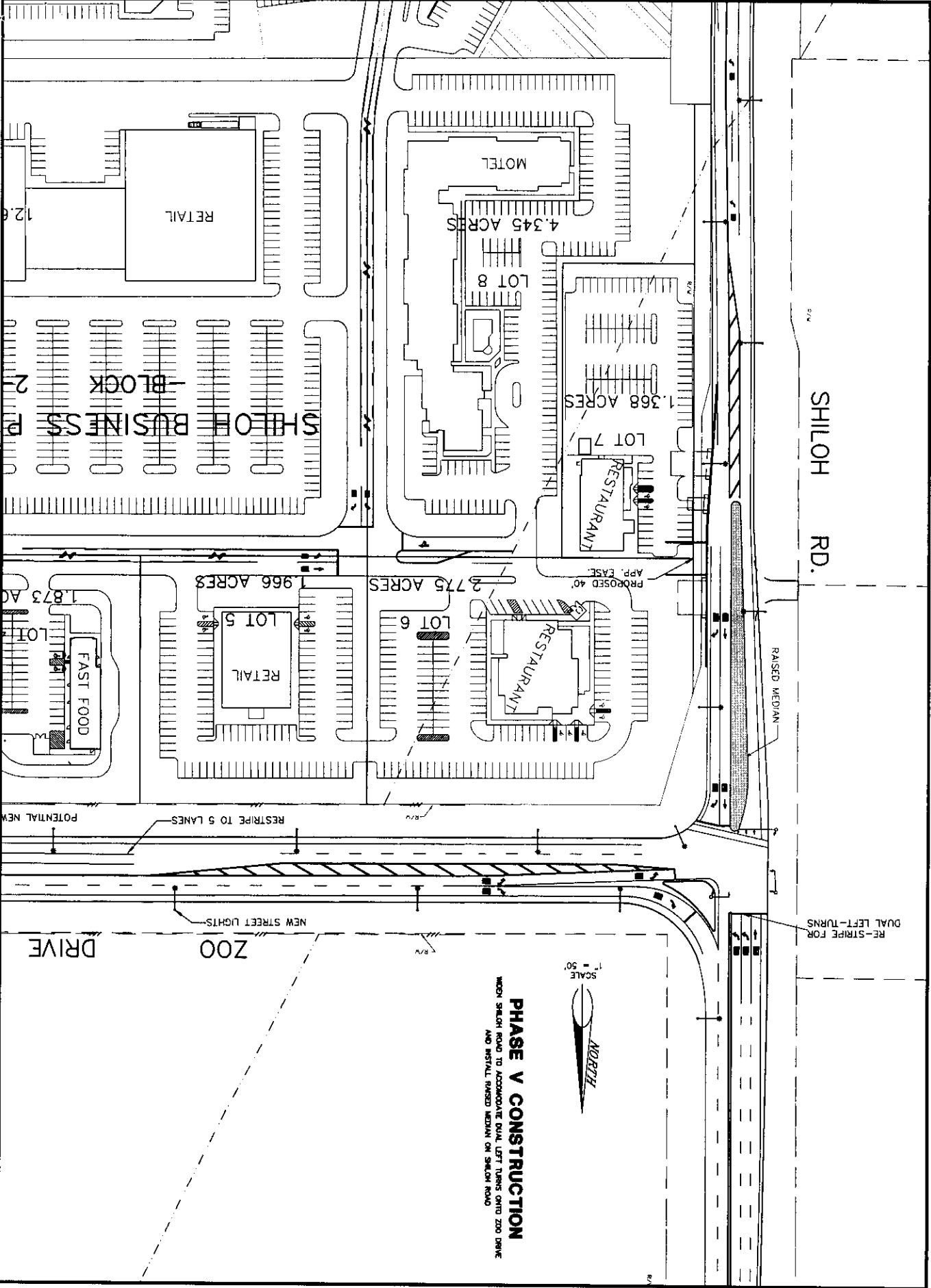
"SHILOH BUSINESS PARK"
 TRACT 8, CERTIFICATE OF SURVEY No. 2008 AND TRACT 1, CERTIFICATE OF SURVEY No. 3000
 BILLINGS, MONTANA

INSTALL SIGNAL AT SHILOH ROAD AND ZOO DRIVE



ENGINEERING, INC.
 Consulting Engineers and Land Surveyors

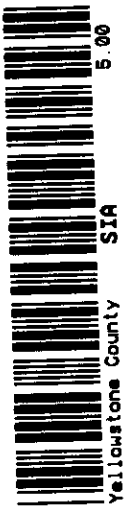
4470 200 Crandall
 200 South 24th St., Steer - P.O. Box #345
 Billings, MT 59102-0345
 (406) 244-2225 Fax (406) 656-0967



PHASE V CONSTRUCTION
 WIDEN SHILOH ROAD TO ACCOMMODATE DUAL LEFT TURNS ONTO ZOO DRIVE
 AND INSTALL RAISED MEDIAN ON SHILOH ROAD



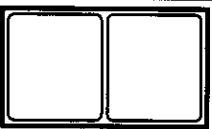
3164357
 Page: 36 of 45
 02/13/2002 10:51A



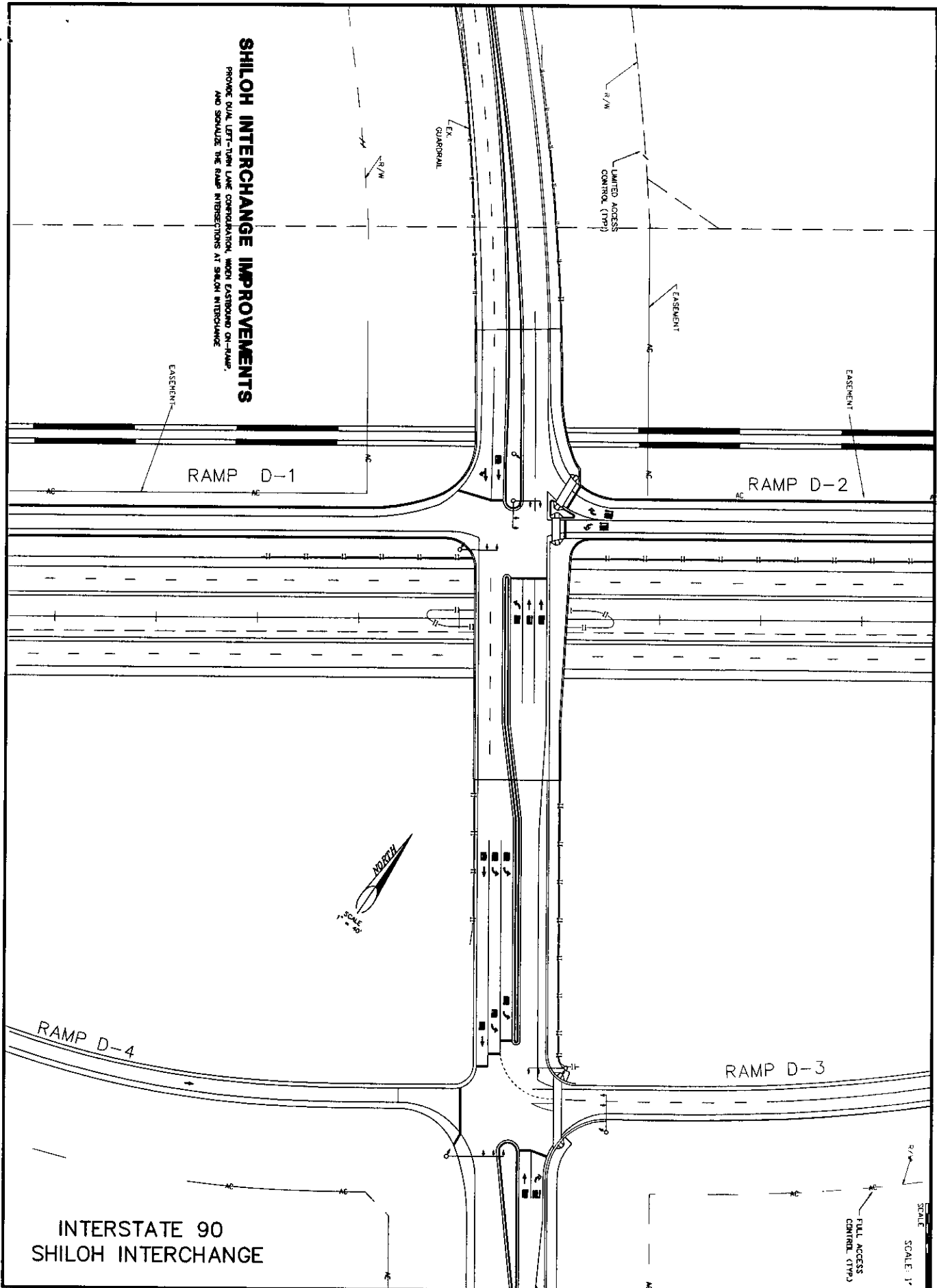
Yellowstone County SIA

DATE: 1/25/02	FILE: SHILOH	PROJECT NO: 00000	SHEET NO. OF 810
PREPARED BY: [blank]	DESIGNED BY: [blank]	CHECKED BY: [blank]	DATE: 1/25/02

"SHILOH BUSINESS PARK"
 TRACT 5, CERTIFICATE OF SURVEY No. 2886 AND TRACT 1, CERTIFICATE OF SURVEY No. 3000
 BILLINGS, MONTANA
 WIDEN ZOO DRIVE FROM SHILOH ROAD TO GABEL ROAD



ENGINEERING, INC.
 Consulting Engineers and Land Surveyors
 Suite 200 Creekside
 808 South 24th St. West - P.O. Box 8345
 Billings, MT 59107-2445
 (406) 656-5225 Fax: (406) 656-0967



SHILOH INTERCHANGE IMPROVEMENTS

PROVIDE ONLY LEFT-TURN LANE COMPENSATION, WHEN EXISTING ON-RAMP, AND SCHEDULE THE RAMP INTERSECTIONS AT SHILOH INTERCHANGE.

RAMP D-1

RAMP D-2

RAMP D-4

RAMP D-3

INTERSTATE 90
 SHILOH INTERCHANGE



SCALE 1" = 60'

SCALE 1" = 100'

DATE	1/23/02
BY	[Signature]
CHECKED BY	[Signature]
SCALE	1" = 60'
TITLE	SHILOH INTERCHANGE IMPROVEMENTS
PROJECT NO.	00000
SHEET NO.	37 OF 45

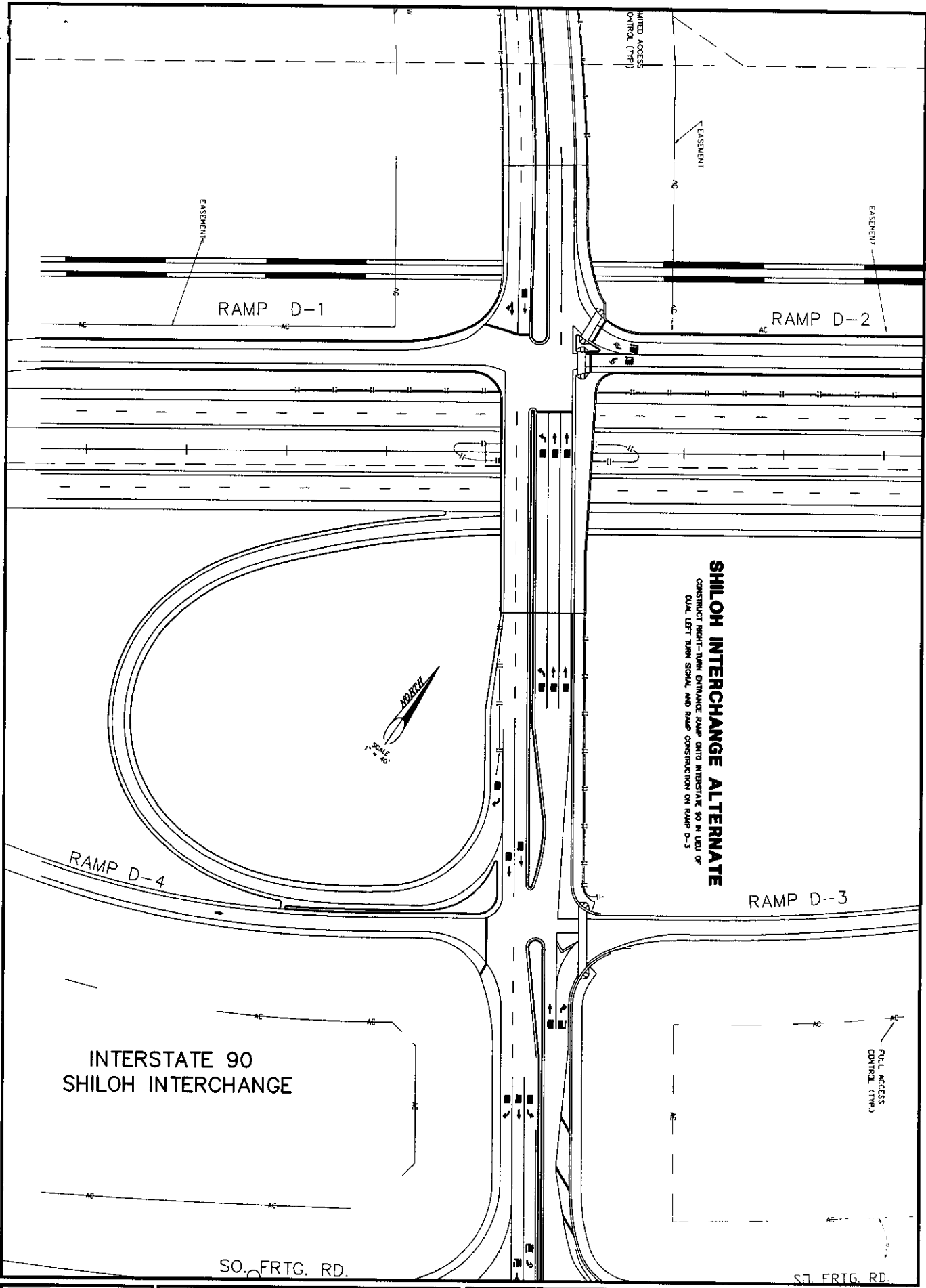
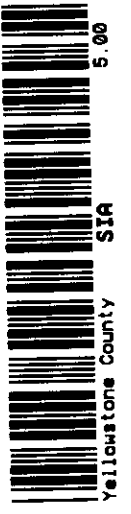
"SHILOH BUSINESS PARK"
 TRACT A, CERTIFICATE OF SURVEY No. 2008 AND TRACT 1, CERTIFICATE OF SURVEY No. 3000
 BILLINGS, MONTANA

SHILOH INTERCHANGE IMPROVEMENTS



ENGINEERING, INC.
 Consulting Engineers and Land Surveyors

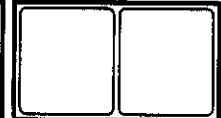
5476 200 Circle
 100 SOUTH 24th ST, Suite - P.O. Box 8345
 BILLINGS, MT 59102-0345
 (406) 656-5255 Fax (406) 656-0567



DATE: 5/23/01	SCALE: 1"=40'
REVISION:	FILE: Shiloh.dwg
APPROVED BY:	PROJECT NO. 00000
QUANTITY ASSIGNED:	SHEET 38 OF 45

"SHILOH BUSINESS PARK"
 TRACT 6, CERTIFICATE OF SURVEY No. 2986 AND TRACT 1, CERTIFICATE OF SURVEY No. 3000
 BILLINGS, MONTANA

SHILOH INTERCHANGE ALTERNATE



ENGINEERING, INC.
 Consulting Engineers and Land Surveyors

Suite 200 Greenleaf
 100 South Park St. Suite 1 - P.O. Box 8345
 Billings, MT 59008-1345
 (406) 656-5235 Fax (406) 656-0961



EXHIBIT "E"

DECLARATION OF RESTRICTION ON TRANSFERS
AND CONVEYANCES IN
SHILOH BUSINESS PARK SUBDIVISION

THIS DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES IN SHILOH BUSINESS PARK SUBDIVISION is made this 15 day of January, 2002, by SHILO 47, L.L.P., a Montana limited liability partnership, hereinafter referred to as "Declarant."

1. The Declarant is the owner of all of the lots in Shiloh Business Park Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. _____, hereinafter referred to as the "Subdivision."

2. In connection with the filing of the plat for the Subdivision, Declarant and the City of Billings executed a certain Subdivision Improvements Agreement dated _____, 2001, and filed on the ____ day of _____, 2001, under Document No. _____, in the office of the Yellowstone County Clerk and Recorder, which Subdivision Improvement Agreement (the "SIA") contains a restriction against the sale, conveyance or transfer of any lot in the Subdivision until such time as an Escrow Agreement is executed and an escrow account is created and funded, to provide for the installation and construction of required public improvements.

3. In order to more fully evidence the restriction against sale, conveyance or transfer of any individual lot in the Subdivision and to give third parties notice of such restriction, Declarant is executing and recording this Declaration of Restriction on Transfers and Conveyances in Shiloh Business Park Subdivision.

NOW, THEREFORE, Declarant for itself, and its successors and assigns, does hereby declare:

1. Except as hereinafter provided, Declarant hereby declares that none of the following-described lots shall be sold, transferred or conveyed to any third party unless and until a Release has been executed and recorded in accordance with the provisions hereinafter appearing:

Phase I:

Establishment and Funding of Escrow Accounts



Lots 1 through 4, inclusive in Block 1, and Lots 1 through 5 and Lots 9 through 11, inclusive in Block 2, all in Shiloh Business Park Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, (12 lots total).

Proposed Future Phases:

Establishment and funding of escrow accounts and/or execution of private contract and providing necessary funding guarantees; and/or creation of a Special Improvements District and sale of bonds.

Lots 6 through 8, inclusive in Block 2; all in Shiloh Business Park Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (3 lots total).

2. The purpose and intent of this Declaration is to restrict the sale, transfer or conveyance of each lot until such time as an escrow account for such lot is created and funded, for the purpose of providing a fund for the construction and installation of certain public improvements required by the SIA which by reference hereto is hereby incorporated herein.

3. A Release of one or more lots, but not all of the above-described lots, may be executed and recorded, from time to time, in accordance with the following provisions, and upon the recording of said Release, the restriction contained herein with respect to the lot or lots described in said Release shall be deemed canceled and terminated, and of no further force and effect.

4. Upon compliance with the requirement of establishing an escrow account for a lot under an Escrow Agreement established for that lot, in the form attached to the SIA as Exhibit "C," to fund the construction and installation of certain public improvements which serve and/or benefit that lot directly or indirectly, as specified above, a Release for that lot, in substantially the form attached to the SIA as Exhibit "F" and a Certificate for that lot, in substantially the form attached to the SIA as Exhibit "G," shall be executed by the City of Billings, pursuant to the provisions contained in Article 5 of the SIA. The execution and recording of said Release shall be deemed conclusive evidence to all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance or transfer of said lot has been removed. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTION AGAINST ANY SUCH SALE, CONVEYANCE OR TRANSFER, AND OF THE TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT THE CITY OF BILLINGS MAY ENFORCE ANY AND ALL LEGAL RIGHTS



EXHIBIT F

RELEASE

SHILOH BUSINESS PARK SUBDIVISION

THIS RELEASE, made this _____ day of _____, 2002, by the undersigned, **SHILO 47, LLP**, a Montana Limited Liability Partnership, and **THE CITY OF BILLINGS**, a municipal corporation.

WHEREAS, the hereinafter described real property is subject to that certain Declaration of Restriction on Transfers and Conveyances (the "Declaration") dated _____, 2002, and recorded _____, 2002, under Document No. _____, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, said real property is also subject to the terms of that certain Subdivision Improvements Agreement by and between the undersigned dated _____, 2002, and recorded _____, 2002, under Document No. _____, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, in accordance with the provisions of said Subdivision Improvements Agreement and the Declaration, escrow accounts have been established and funded and/or a private contract has been executed and necessary funding guarantees have been provided and/or a Special Improvement District has been created and bonds sold, as the case may be, providing for the installation and construction of all required public improvements to serve the hereinafter described real property.

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby declare and agree that all restrictions and conditions contained in said Declaration are hereby released and discharged, and shall be of no further force and effect, as the same relate to the following real property situated in Yellowstone County, Montana:

Lot(s) _____, Block _____, in Shiloh Business Park Subdivision, in the City of Billings, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document No. _____.



IN WITNESS WHEREOF, the parties have executed this Release as of the day and year first above written.

SHILO 47, LLP,
a Montana Limited Liability Partnership

Partner

Partner

Partner

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 2002, before me, a Notary Public for the State of Montana, personally appeared _____, _____ and _____, known to me to be three partners of SHILO 47, LLP, a Montana Limited Liability Partnership, which executed the foregoing instrument and acknowledged to me that they executed the same.

Notary Public for the State of Montana
Printed name: _____
Residing at Billings, Montana
My commission expires _____



CITY OF BILLINGS, MONTANA

By _____
Mayor

By _____
City Clerk

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this _____ day of _____, 2002, before me, a Notary Public for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, and acknowledged to me that they executed the same on behalf of the City of Billings.

Notary Public for the State of Montana
Printed Name: _____
Residing in Billings, Montana
My Commission Expires _____



EXHIBIT G

CERTIFICATE

SHILOH BUSINESS PARK SUBDIVISION

The undersigned, the duly authorized representative of the Department of Public Works, City of Billings, Montana, does hereby certify that escrow accounts have been established and funded and/or a private contract has been executed and necessary funding guarantees have been provided and/or a Special Improvement District has been created and bonds sold, to construct and install the public improvements required to serve the following described property in Yellowstone County, Montana:

Lot(s) _____, Block _____, in Shiloh Business Park Subdivision, in the City of Billings, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document No. _____.

This certificate is being executed to show compliance with the terms of that certain Subdivision Improvements Agreement dated _____, 2002, by and between SHILO 47, LLP, and the CITY OF BILLINGS, and that certain Declaration of Restriction on Transfers and Conveyances dated _____, 2002, covering Shiloh Business Park Subdivision and to provide the basis for the execution and recording of a Release from the terms of said Declaration pursuant to the terms of said Agreements.

Dated this ____ day of _____, 2002.

DEPARTMENT OF PUBLIC WORKS,
CITY OF BILLINGS, MONTANA

By _____

Title _____