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Return to:
Sanbell
1300 North Transtech Way
Billings, MT 59102

**Subdivision Improvements Agreement
& Waiver of Right to Protest Future Special
Improvement Districts
TRESTLES, FIRST FILING**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **WH Trestles 50, LLC (II)**, whose address for the purpose of this agreement is 24911 Avenue Stanford, Santa Clarita, California 91355, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Montana, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, the preliminary plat of Trestles, First Filing located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning and Community Services Department, which recommended its approval to the Yellowstone County Board of Planning; and

WHEREAS, at a meeting held on the ____ day of _____, 2025, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Trestles Subdivision, Eighth Filing, and

WHEREAS, at a regular meeting held on the ____ day of _____, 2025, the City Council approved, subject to certain conditions, a preliminary plat of Trestles Subdivision, First Filing, and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to the plat of Trestles Subdivision, First Filing, upon filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County,

Montana. The subdivision shall comply with all requirements of the City of Billings subdivision regulations; the rules, regulations, policies, and resolutions of the City of Billings; and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

Subdivider requests no variances.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

- A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.
- B.** Lot owners should be aware that this subdivision could contain wildlife migratory routes. Consequently, owners are advised that wildlife indigenous to this area could be found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising therefrom is the responsibility of the lot owners.
- C.** Lot owners should be aware that there is a Declaration of Restrictions and Protective Covenants recorded in conjunction with this subdivision, which outlines additional requirements specific to this subdivision design.
- D.** Lot owners should be aware that the United States Postal Service mail delivery will be made only to centralized delivery locations. Such locations shall consist of from 8 to 16 mailboxes per location. The location of each centralized mailbox setting is shown on the overall development plan and the private contract construction plans. Subdivider shall install the mailboxes within the private contract for the First Filing.

- E.** Lot owners shall be advised that land in proximity to the northern boundary of Trestles Subdivision is a right-of-way owned by the Burlington Northern Santa Fe Railroad, upon which they actively operate a transportation business. The noise from moving trains is clearly audible in the subdivision. This activity is protected by state law and can be expected to continue indefinitely. Subdivider, for itself and all successor owners of property within Trestles Subdivision, hereby waives any right to object and/or protest the noise created by normal operation of trains running along the railway, acknowledges that the railroad right-of-way is private property, and further acknowledges that Trestles Subdivision and successor owners of lots within the subdivision have an affirmative duty to stay off the Burlington Northern Santa Fe Railroad property and to keep children, guests, and invitees off the property.
- F.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights, and do so voluntarily.
- G.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.
- H.** Certain lots as shown on the final plat of Trestles Subdivision, First Filing contain storm water drainage easements with a drainage swale along property lines. This storm water drainage easement and drainage swale is for conveying storm water and shall not be altered in any way to inhibit the conveyance of storm water. It shall be the lot owners' responsibility to maintain and perpetuate this storm water swale, as a fully functional swale.
- I.** The lowest finished floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb

measured from the highest location along the lot frontage. Higher finished floor elevations shall be required on a lot by lot basis, as noted on the final plat.

- J. The lowest openings on each home (window well, walk-out basement doors, and equivalent openings) shall be located outside drainage paths. If this is not possible, the homebuilder and lot owners must take necessary measures to protect these openings from being inundated from surface water flows. Allow enough space between window wells and property lines to provide sufficient swales and drainage away from window wells, and meet applicable building codes for drainage requirements.
- K. The developer and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. **Streets**

Subdivider will enter into a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

Shiny Penny Way, Street 1 (Temporary Name), Street 2 (Temporary Name), Street 3 (Temporary Name), Street 4 (Temporary Name), Street 6 (Temporary Name), and Bronze Boulevard, shall be 56-foot rights-of-way using curb and gutter and full-width pavement (34-foot back of curb to back of curb). Curb and gutter will be installed per the City of Billings Standards in place at time of construction.

Street 5 (Temporary Name) will have a 74-foot wide right of way dedicated. The lanes will be 18-foot-wide back of curb with a 16-foot wide median.

Rimrock Road is classified as a collector street west of 70th Street West. A 74-foot wide right of way will be dedicated for Rimrock

Road. Rimrock Road will be built with 30 feet of asphalt and the curb and gutter on the north side.

All roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings Standards in place at time of construction.

B. Carriage Lanes

All Carriage Lanes within the subdivision shall be built to grade with a satisfactory subbase, base course, and asphalt surface or concrete surface. All Carriage Lane approaches constructed with asphalt shall be replaced with concrete by the Subdivider at the time when home construction is complete. In the event asphalt approaches within the subdivision are not replaced with concrete within three years of the date of recording of the final plat, the City may construct the concrete approaches and assess the Subdivider for the costs associated with the approach construction. Carriage Lane pavement widths shall be 12-feet. The design cross-sections of said Carriage Lanes shall be submitted to, and approved by, the City of Billings Public Works Department. No trees are allowed to be planted in the Carriage Lane. In addition, no shrubs taller than two feet are allowed to be planted in Carriage Lanes.

C. Sidewalks

City and Subdivider agree that developer will install handicap accessibility ramps at time of private contract construction. The developer will construct 5' boulevard and 5' sidewalk along Rimrock Road. No additional boulevard sidewalks will be installed by the developer as part of construction improvements.

Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction. Sidewalks shall be 5-foot-wide boulevard sidewalks.

Subdivider shall install a 5-foot wide boulevard sidewalk along the private park and storm detention areas.

D. Street Lighting

Street lighting is required for this subdivision. It is anticipated that street lighting will be installed for First Filing by private contract or SID. A Street Light Maintenance District will be created for operation and maintenance of the lighting at a future date and is included in the waiver of right to protest.

E. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

A traffic impact study has been completed for Trestles. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense. The percent of traffic contributions to the following intersections shall be in accordance with the traffic accessibility study:

Rimrock Road and 70th Street West - 10.67 percent
Rimrock Road & 62nd Street West - 10.83 percent
Rimrock Road & 54th Street West - 8.08 percent
70th Street West & Colton Blvd - 2.98 percent
70th Street West & Grand Avenue - 2.28 percent
Grand Avenue & 62nd Street West - 4.12 percent
Grand Avenue & 56th Street West - 4.47 percent
Grand Avenue & 54th Street West - 4.12 percent

The percentages are based on 330 total lots in the First Filing.

These contributions represent a fair and equitable amount based on subdivision traffic using these intersections and may be used by the City for design and construction of geometric improvements, auxiliary turn lanes, or intersection controls such as traffic signals or roundabouts, at these intersections. Improvements will not be constructed until the City determines they are needed

and the timing and extent of the improvements shall be at the City's sole discretion.

The contributions for Trestles Subdivision, First Filing (330-residential lots) shall be made prior to final plat approval. No building permits or private contract permits will be issued until Subdivider has made the cash contribution to the City.

F. Access

Access will be provided in three locations for the subdivision. Extension of Shiny Penny Way, Bronze Blvd, and Street 5 (temporary name) access from Rimrock Road will provide access.

G. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan identifies the BNSF Railroad right of way adjacent to the subdivision as a potential future trail alignment. As such, a potential future trail alignment is nearby to this subdivision; therefore, City and the Subdivider agree that no additional trails will be required with this subdivision.

H. Public Transit

There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from two existing locations. The Trestles Subdivision, First Filing, will complete street connections from Shiny Penny, Bronze Blvd, and Rimrock Road. In addition, fire hydrants will be installed at the required locations as reviewed and approved by the City of Billings Fire Department.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water

supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-feet-wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

- A. All storm drainage improvements shall comply with the provisions of Chapter 28, BMCC, and shall be in accordance with the recommendations of an approved storm drain report to be submitted to the City of Billings Engineering Department by the Subdivider. The stormwater in the subdivision will be managed on-site through surface flow on the streets, inlets, piping, and stormwater detention facilities. The stormwater design for Trestles Subdivision, First Filing, will conform to the current City of Billings Stormwater Management Manual and be reviewed by the City of Billings Public Works Department.
- B. The developer will construct one detention basin along the southern boundary of the subdivision. The developer will construct two detention facilities with this filing located on Lot 15, Block 3 and lot 70, Block 8. The remaining detention facility will be constructed with a future filing. The detention facilities will be located on Home Owner's Association (HOA) owned lots and shall be operated and maintained by the HOA. The stormwater detention facilities will have an outlet to Rimrock Road and be piped to a City of Billings owned stormwater management facility located near

the intersection of 62nd Street West and Rimrock Road via the Birely Drain.

- i. The Subdivider may direct runoff from this filing and future filings to the City of Billings stormwater management facility located near the intersection of Rimrock Road and 62nd Street West. The City of Billings will review the stormwater storage provided on-site to ensure compliance with the City of Billings Stormwater Management Manual (SWMM). The Subdivision will be required to retain, or provide treatment, of the water quality volume/flow on-site in accordance with the SWMM.
- ii. All required stormwater storage for the subdivision will be provided on-site. Therefore, no off-site stormwater contributions to the City of Billings stormwater management facility will be required.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications, and the rules and regulations of the City of Billings.

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of/to water mains and sanitary sewers to the Public Works Department, Engineering Division. The extension/connection of/to water mains and sanitary sewers are subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules and regulations of, and as approved by, the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

Service to the subdivision will be provided from a 12-inch water main stub located at Shiny Penny Way and 8-inch stub in Bronze Boulevard. The Subdivider will extend the existing 12-inch water main from the existing terminus at 70th Street West/Rimrock Road west along Rimrock to the intersection with Street 5 (temporary name). 12-inch water will continue in Shiny Penny Way to the intersection of Street 1 (temp name). 8-inch water will be located in the remainder of Shiny Penny to Bronze Blvd. 12-inch water will be located in Street 1 (temp name) and stubbed out for future Filings. The remaining streets will be looped with 8-inch water.

Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department.

B. Sanitary Sewer

Service to the subdivision will be from the existing 8-inch sanitary sewer stub located in Shiny Penny Way. 12-inch sanitary sewer main will be installed in Rimrock Road to street 5 (temp name). 8-inch sewer main will be installed in all other proposed streets.

Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own service. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department.

Improvements noted herein shall include, but not be limited to, any and all interim improvements that may be deemed necessary due to phased or partial construction.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way and shall be installed underground prior to surface improvements. The location of all such facilities shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Additionally, Section 23-1002.B.1 of the City of Billings municipal code cover Eighths parkland dedication of major subdivisions. The First Filing has a total of 330 residential lots, requiring a parkland dedication of 2.70 acres. 10.55 acres of parkland has been dedicated with the Trestles First Filing

VIII. HOMEOWNER'S ASSOCIATIONS

A homeowner's association (HOA) will be established for this subdivision. The HOA will have the following responsibilities:

A. Contact Information

HOA shall provide contact information of the senior board official to the City Engineering Department upon the establishment of the HOA and/or changing of board members.

B. Stormwater Drainage Facilities

The HOA shall be responsible for the maintenance of the on-site stormwater drainage facilities located on Lot 15, Block 3 and Lot 70, Block 8. The HOA shall share the cost of maintenance of the community stormwater facilities.

IX. SOILS/GEOTECHNICAL STUDY

The Subdivider has retained an engineering firm to prepare a geotechnical analysis for this property. A copy of the entire geotechnical report prepared by LGC Valley Inc., dated February 26, 2024, is available for review at the City Building and/or Planning Division offices.

It is recommended that owners, purchasers, realtors, builders, and developers fully familiarize themselves with the information contained in this report prior to design or construction. There are variable soils conditions throughout the Subdivision, and the potential exists for collapsible soils within the Subdivision.

X. FINANCIAL GUARANTEES

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

XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

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

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

“SUBDIVIDER”

WH COPPER RIDGE 54, LLC

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____ of **WH Copper Ridge 54, LLC**, and who acknowledged to me that said company executed the same.

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

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

This agreement is hereby approved and accepted by the City of Billings, this _____ day of _____, 20____.

“CITY”

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

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

Waiver of Right to Protest Future Special Improvement Districts

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors, and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows:

Trestles Subdivision, 1st Filing

Signed and dated this _____ day of _____, 20_____.

“SUBDIVIDER”

WH COPPER RIDGE 54, LLC

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of **WH Copper Ridge 54, LLC**, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

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