

Return to:
City of Great Falls
PO Box 5021
Great Falls, MT 59403

**VOLUNTARY DEVELOPMENT
AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is executed this _____ day of _____, 2024, by and between Craig Stainsby whose address is 715 4th Avenue North, Great Falls, MT 59401 (“Developer”), and the City of Great Falls, a municipal corporation, organized and existing under and by virtue of the laws of the State of Montana, having an address of PO Box 5021, Great Falls, MT 59403 (“City”).

RECITALS

WHEREAS, Developer is the owner of certain real property located in Great Falls, Montana as legally described on Exhibit A (the “Subject Property”); and,

WHEREAS, Developer has applied to rezone the Subject Property to Mixed-use Transitional (M-2), a zoning district defined in Title 17 of the Official Code of the City of Great Falls; and,

WHEREAS, the Developer has prepared a Master Site Development Plan (the “Master Plan”) for the Subject Property attached hereto as Exhibit B, and the Master Plan is a conceptual diagram showing the general location of existing and proposed buildings, parking areas, sidewalks and trails, open space, and various amenities, all of which are subject to zoning regulations, building codes and related City regulations; and,

WHEREAS, the Master Plan limits the overall density of the development to less than allowed by the M-2 Mixed-use Transitional zoning district and contains such other items which, while not required by zoning regulations, are items which Developer voluntarily incorporated into the Master Plan; and,

WHEREAS, the Developer voluntarily desires to enter into this Agreement as a demonstration that the development will occur in accordance with the Master Plan and its terms; and,

WHEREAS, to accommodate the Applicant’s desire to memorialize the language here within, the City is included as a signatory to this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are material elements of this agreement, along with the covenants and promises contained herein which the parties agree constitute sufficient consideration for the Agreement, the Developer and the City agree as follows:

- 1. Development of the Project to be in Substantial Compliance with the Master Plan.** The development shall occur on the Subject Property in substantial compliance with the Master Plan and subject to compliance with all applicable zoning regulations, building codes, and other applicable City regulations and ordinances. "Substantial compliance" shall mean carrying out the project generally in the form shown in the Master Plan but shall not preclude minor adjustments to the location of buildings, parking areas, trails, and amenities as may be reasonably necessary to carry out the project and/or meet City requirements.
- 2. Additional Limitations and Obligations.** The Developer proposes and agrees that the following additional limitations and obligations shall apply to any development on the Subject Property:
 - a. No more than 92 dwelling units on the Subject Property. A dwelling unit is defined for these purposes as a living unit capable of being rented or sold as a separate unit, and which may colloquially be described as a studio, one-bedroom, two-bedroom, etc., apartment or unit.
 - b. Building setbacks for principal and accessory buildings shall be more restrictive than required in Title 17, Chapter 20 of the Official Code of the City of Great Falls for the M-2 Mixed-use Transitional zoning district. Said setbacks shall be a minimum of 5 feet for the front yard, 10 feet for the side yards, and 30 feet for the rear yard.
 - c. Eliminate a portion of the land uses permitted under the M-2 Mixed-use Transitional zoning district contained in Title 17, Chapter 20 of the Official Code of the City of Great Falls. The following land uses that would otherwise be allowed under the M-2 zoning district shall be prohibited on the Subject Property:
 - Emergency Shelter
 - Family Day Care Home
 - Group Day Care Home
 - Nursing Home
 - Restaurant
 - General Sales
 - Administrative Services
 - Financial Services
 - Funeral Home
 - General Services

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- Professional Services
- Small Veterinary Clinic
- Vehicle Services
- Park
- Recreational Trail
- Administrative Governmental Offices
- Civic Use Facility
- Community Center
- Community Cultural Facility
- Community Garden
- Public Safety Facility
- Worship Facility
- Health Care Clinic
- Health Care Sales and Services
- Commercial Education Facility
- Educational Facility (K-12)
- Educational Facility (Higher Education)
- Instructional Facility
- Telecommunication Facility (Concealed, Unconcealed Co-located Facilities)
- Parking Lot (Principal Use)
- Parking Structure
- Taxi Cab Dispatch Terminal
- Contractor Yard (Type I)
- Artisan Shop
- Light Manufacturing and Assembly

- d. At a minimum, the Developer agrees to provide the following amenities/additions on and adjoining the Subject Property when the Subject Property is developed and which the Developer has proposed as part of the Developer's plans for full buildout:
- i) A mixture of fencing and landscaping along the Subject Property lines abutting existing residential properties. Fencing is to be a standard solid 6-foot high construction type; and,
 - ii) A sidewalk/trail connection from the proposed development to the existing shared-use path located at Garden Home Park, upon mutual agreement with the City.

3. Effect on Zoning and other Regulations. Excepting modifications to the M-2 zoning district standards and permitted uses as provided herein, nothing in this Agreement is intended to override, replace, or supplant applicable local, state, or federal laws or regulations. Developers shall comply with all applicable zoning regulations, subdivision regulations, construction standards and specifications, and state and local laws that govern the development of the Subject Property.

4. Effective Date. This Agreement will be in force and effect on the date hereinabove shown.

5. Amendment. No part of this Agreement may be amended or deleted without prior written

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consent of the Great Falls City Commission and Developer or their successors and assigns.

6. **Enforcement.** Either party may enforce this Agreement by any means permitted by law. In the event a suit is brought for the enforcement of this Agreement or as a result of an alleged default, each party shall bear their own attorney fees and costs. Nothing herein shall be construed as obligating the Developer to construct the project; rather, the purpose of this Agreement is to set out various requirements and limitations upon the development of the Subject Property if and when any development occurs.
7. **Governing Law.** The law governing the interpretation or enforcement of the terms and conditions of the Agreement shall be the laws of the State of Montana.
8. **Severability.** If a part of this Agreement is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, it remains in effect in all valid applications that are severable from the invalid applications.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.
10. **Drafting of Agreement.** Both Parties have participated in drafting this Agreement and have been represented by their own counsel.
11. **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be a duplicate original hereof, but all of which shall constitute one and the same document. Signatures transmitted electronically shall be treated and accepted as original signatures. The parties agree to communicate regarding this Agreement electronically as allowed by the Montana Uniform Electronic Transactions Act, Mont. Code Ann. § 30-18-101, et seq. After this Agreement is executed, any written document made under this Agreement may be created in original or an electronic record; any signature may be in original or by electronic signature.
12. **Binding Effect.** The benefits and burdens of this Agreement touch and concern the use and enjoyment of the Subject Property. The obligations and benefits stated herein shall bind and inure to the benefit of all successors and assigns to any portion of the Subject Property and shall run with the land.
13. **Indemnification.** To the fullest extent permitted by law, Developer shall indemnify and save harmless City, its officers, managers, agents and employees, against and from any and all actions, lawsuits, claims, demands, damages, judgments, losses, fines, penalties, fees and expenses or liability of any character whatsoever, brought or asserted for injuries to or death of any person or persons, damages to the property, or violation of any federal, state or local statute, rule, regulation or ordinance (including, but not limited to, environmental, safety or health statute, rule regulation or ordinance) arising out of, resulting from, or occurring in

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connection with the Developer's exercise of the provisions contained herein, except for any actions, lawsuits, claims, demands, damages, judgments, losses, fines, penalties, fees and expenses or liability of any character whatsoever, attributable in whole or in part to the City's own conduct.

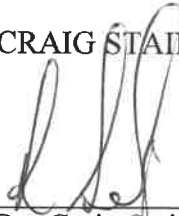
14. Agreement Contingent Upon Zoning Action by City Commission. The Parties to this Agreement acknowledge that this Agreement is being entered into in conjunction with a request by the Developer to the Great Falls City Commission for a rezoning of the Subject Property to an M-2 zoning district. This Agreement is expressly contingent upon the City Commission approving the requested rezoning request made by Developer. In the event the City Commission does not approve the rezoning request, the Agreement shall be null and void and have no further effect.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the day and year in this certificate written below.

~ Signatures on Next Page ~

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CRAIG STAINSBY:

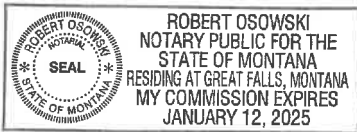


By: Craig Stainsby

STATE OF MONTANA)
County of Cascade : ss.
City of Great Falls)

On this 1st day of April, 2024, before me, a Notary Public in and for the State of Montana, personally appeared **Craig Stainsby**, known to me to be the person whose name are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



(NOTARIAL SEAL)



Notary Public for the State of Montana
Printed Name: Robert Osowski
Residing at Great Falls, Montana
My Commission Expires: 1/12/2025

CITY OF GREAT FALLS:

APPROVED:

By: Gregory T. Doyon, City Manager Date _____

ATTEST:

Lisa Kunz, City Clerk Date _____

Approved as to form:

David Dennis, City Attorney Date _____

EXHIBIT A Draft of Certificate of Survey

CERTIFICATE OF SURVEY

LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 20 NORTH, RANGE 3 EAST, P. M. M., CASCADE COUNTY, MONTANA

PURPOSE OF SURVEY
THE PURPOSE OF THIS SURVEY IS TO SHOW THE LOCATION OF COMMON BOUNDARIES.

GENERAL LEGAL DESCRIPTION
LOT A OF THE UNDIVIDED PLAT OF LOT 1, BOUNDARY SURVEY, CASCADE COUNTY, MONTANA, IS LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 20 NORTH, RANGE 3 EAST, P. M. M., CASCADE COUNTY, MONTANA.

CERTIFICATE OF OWNERS
WE, THE UNDERSIGNED ENGINEER, HEREBY CERTIFY THAT THE BOUNDARIES SHOWN ON THIS SURVEY WERE MEASURED AND FOUND TO BE CORRECT AND ACCURATE TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

LINE #	TYPE	RECORD
1	1/4" PLAIN	100-300-00-00-00
2	1/4" PLAIN	100-300-00-00-00
3	1/4" PLAIN	100-300-00-00-00
4	1/4" PLAIN	100-300-00-00-00

LEGEND

- 1/4" PLAIN
- 1/2" PLAIN
- 3/4" PLAIN
- 1" PLAIN
- 1 1/2" PLAIN
- 2" PLAIN
- 3" PLAIN
- 4" PLAIN
- 6" PLAIN
- 8" PLAIN
- 10" PLAIN
- 12" PLAIN
- 14" PLAIN
- 16" PLAIN
- 18" PLAIN
- 20" PLAIN
- 24" PLAIN
- 28" PLAIN
- 32" PLAIN
- 36" PLAIN
- 40" PLAIN
- 44" PLAIN
- 48" PLAIN
- 52" PLAIN
- 56" PLAIN
- 60" PLAIN
- 64" PLAIN
- 68" PLAIN
- 72" PLAIN
- 76" PLAIN
- 80" PLAIN
- 84" PLAIN
- 88" PLAIN
- 92" PLAIN
- 96" PLAIN
- 100" PLAIN

BY _____
STATE OF MONTANA
COUNTY OF CASCADE

BY _____
STATE OF MONTANA
COUNTY OF CASCADE

CERTIFICATE OF COUNTY TREASURER
I HEREBY CERTIFY THAT THE TAXES DUE ON THIS LAND HAVE BEEN PAID TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CERTIFICATE OF GREAT FALLS SURVEYING BOARD
WE, THE UNDERSIGNED ENGINEERS, HEREBY CERTIFY THAT THIS SURVEY WAS MEASURED AND FOUND TO BE CORRECT AND ACCURATE TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CERTIFICATE OF GREAT FALLS SURVEYING BOARD
WE, THE UNDERSIGNED ENGINEERS, HEREBY CERTIFY THAT THIS SURVEY WAS MEASURED AND FOUND TO BE CORRECT AND ACCURATE TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

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WE, THE UNDERSIGNED ENGINEERS, HEREBY CERTIFY THAT THIS SURVEY WAS MEASURED AND FOUND TO BE CORRECT AND ACCURATE TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

BY _____
STATE OF MONTANA
COUNTY OF CASCADE

BY _____
STATE OF MONTANA
COUNTY OF CASCADE

BY _____
STATE OF MONTANA
COUNTY OF CASCADE

EXHIBIT B Master Site Development Plan

