



**Item:** Public Hearing – Resolution 10005 to Annex, Ordinance 3101 to assign City zoning and Annexation Agreement all pertaining to Lot 1A, Block 1, of the International Malting Company, LLC Addition, located in Section 30, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana for a development proposed by ADF International, Inc.

**From:** Jana Cooper, RLA, Planner II, Planning and Community Development

**Initiated By:** ADF International, Inc.

**Presented By:** Mike Haynes, AICP, Director of Planning and Community Development

**Action Requested:** City Commission adopt Resolution 10005, Ordinance 3101 and Annexation Agreement all pertaining to the ADF International, Inc. development

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**Public Hearing:**

1. Mayor conducts public hearing, calling three times each for proponents and opponents.
2. Mayor closes public hearing and asks the will of the Commission.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10005 and (approve/disapprove) the Annexation Agreement all pertaining to the ADF International, Inc. development.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3101.”

2. Mayor calls for a second, discussion and calls for the vote.

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**Recommendation:** At the conclusion of a public hearing held December 11, 2012, the Planning Advisory Board conditionally approved the annexation of Lot 1A, Block 1, of the International Malting Company, LLC Addition, located in Section 30, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana, herein referred to as subject property, and the Zoning Commission approved assigning a zoning classification of I-2 Heavy Industrial district to the

subject property upon annexation to the City. Public Notice for the Planning Advisory Board/Zoning Commission Public Hearing was published in the *Great Falls Tribune* on November 25, 2012. Multiple citizens spoke as proponents of the project at the public hearing and no citizens spoke against the project.

On January 15, 2013 the City Commission accepted Ordinance 3101 on first reading and set the public hearing for February 5, 2013, to consider the resolution to annex and the annexation agreement for the subject property simultaneously with Ordinance 3101. The public hearing notice was published in the *Great Falls Tribune* on January 20, 2013.

Staff recommends approval of the proposed annexation and zoning of the subject property which consists of ±100.0 acres of unincorporated land, subject to the following conditions of annexation being fulfilled:

1. Final build-out of the project shall be in substantial compliance with the final approved site plan documents and drawings dated 01/10/2013.
2. The final engineering drawings and specifications for the required public improvements to serve the subject property shall be submitted to the City Public Works Department for review and approval prior to any building permits being issued by the City.
3. A Grading Plan, State Stormwater Discharges Associated with Construction Activities Permit, and Stormwater Management Plan shall be developed to City standards and shall be submitted to the City Public Works Department for review and approval prior to issuance of any building permits.
4. A geotechnical investigation and report prepared by a Professional Engineer, and indemnifying the City, with recommended building foundation design shall be submitted to the Planning and Community Development Department for review and approval prior to issuance of any building permits.
5. An Annexation Agreement shall be prepared containing terms and conditions for development of the subject property including, but not limited to, agreement by applicant to:
  - a. Install within two years of the date of final City Commission approval, the above mentioned public improvements; and
  - b. Indemnify the City for any damages attributable to adverse soil or groundwater conditions.

**Background:** The applicant, ADF International, Inc. (ADF), is requesting annexation and initial City zoning of I-2 Heavy Industrial in order to develop a new 100,000 square foot structural steel fabrication complex on the ±100.0 acre subject property. Adjacent to the new facility, ADF will operate a large structural steel fabrication and pre-assembly yard.

ADF's goal is to begin work on the yard's infrastructure and break ground on construction of the new facility in the spring of 2013. They plan to be operating the facility by the second half of 2013, with other expansion phases to be considered in future years, as demand grows. The proposed development is in partnership with the Great Falls Development Authority and Great Falls College MSU. The College's role in the partnership is to fill the local workforce needs of ADF by providing training for high-quality fitters and welders.

ADF began its operations in 1956 and is located in Terrebonne (Quebec, Canada). The industrial complex houses the company's offices and fabrication plant. ADF has become a North American leader in the design, engineering, fabrication and installation of complex steel superstructures, and architectural and miscellaneous metals for five key segments of the nonresidential construction market:

- High-Rise Buildings - office towers, hotels, corporate headquarters, public buildings
- Commercial and Recreational Complexes - convention centers, museums, arts centers, sports and recreational facilities, stadiums
- Airport Facilities - airport terminals, ramps and access ways, maintenance hangers, aerospace complexes
- Industrial Complexes - power stations, petrochemical complexes, automotive installations, processing facilities
- Transportation Structures - bridges and overpasses, people transport systems, piers

A pioneer in the development and implementation of innovative solutions, ADF International, Inc. is recognized for its engineering expertise and is one of the few players in the industry capable of handling highly technically complex mega projects on fast track schedules in the commercial, institutional, industrial and public sectors.

The developer is requesting annexation of ±100.0 acres from Cascade County into the City of Great Falls. The subject property is currently vacant, undeveloped dry land grain fields. As stated, the developer is making the request in order to develop a steel fabrication facility. A boundary line adjustment to the subject property was made in Cascade County to create the boundaries of the subject property. The amended plat was filed with the County Clerk and Recorder.

The subject property is currently zoned Heavy Industrial in the County. The developer is requesting City zoning classification of I-2 Heavy Industrial zoning upon annexation into the City. The I-2 zoning district is intended to accommodate those activities associated with processing raw materials or other activities with potentially significant off-site impacts. Typically, the uses found in this district are not compatible with most types of non-industrial uses. The proposed steel fabrication facility is consistent with the I-2 zoning standards and is compatible with the existing neighboring uses.

ADF has indicated they will employ ±300 employees, arriving on shifts, with a peak arrival of ±100 employees. The Montana Department of Transportation (MDT) has constructed turning and acceleration lanes on US Highway 87, at the entrance to the roadway to be used by the proposed industrial development, and there appears to be ample capacity to safely accommodate the additional traffic. However, because this is an access-controlled State route, the developer is working with MDT and will comply with any requirements imposed by MDT.

There is an existing Tax Increment Financing District (TIFD), "Central Montana Technology and Agriculture Park" (CMTAP), which includes properties to the north and east of the subject property (see attached CMTAP TIFD Map). The developer has stated their intent to request this existing TIFD be expanded to include the subject property. Expansion of the TIFD is processed under a separate application and is ultimately at the discretion of the City Commission.

Due to the increased traffic on the access roadway, it is recommended, although not required, that the roadway be paved to reduce dust and frequency of roadway maintenance. The egress route for the heavy, wide loads leaving the site should be carefully designed during site development to prevent roadway degradation or damage to any drainage facilities, ensure adequate turning radii, and alleviate any potential safety concerns. Public dedication of the access roadway easement is also recommended, although not required. The land that comprises the access roadway easement is included in the existing CMTAP TIFD. The City is considering exercising its right to have the existing roadway easement dedicated as public right-of-way and using existing CMTAP TIFD funds to pay for the paving of the roadway.

There is an existing water transmission main located adjacent to the west and north sides of the subject property along U.S. Highway 87 and the access roadway to the International Malting Company (IMC). There is an existing sanitary sewer trunk main and sewage lift station located on the east side of the IMC property adjacent to Black Eagle Road. A sewer main will be extended from this main along the north side of the IMC property to the northeast corner of the site. This extension is a requirement in IMC's annexation agreement. The funding or portion of funding for this extension may be derived from the TIFD in this area.

The developer's engineer has prepared a preliminary overall site plan showing a water and sewer distribution main layout. The City Public Works Department and the Montana Department of Environmental Quality will be reviewing the preliminary and final water and sewer systems reports and plans for compliance with design requirements and regulations. Consideration of adjacent service areas and future main extensions will be part of the review. If deemed necessary by the City, the developer may be required to extend additional water or sewer mains at a later time within the development.

The developer is working with the Public Works Department regarding requirements for stormwater discharge, storage, and conveyances and on-and off-site improvements. The developer's engineer has prepared a preliminary overall site plan showing storm drainage system layout. The City Public Works Department will be reviewing the preliminary and final storm drainage system design reports and plans for compliance with the City's Storm Drainage Design Manual. Consideration of upstream and downstream properties and future storm drain extensions will be part of the review. If deemed necessary by the City, the developer may be required to construct drainage improvements at a later time within the development.

The proposed development is compatible with the 2005 Growth Policy, as it advances specific Goals, Policies, and Action Strategies contained within the related plan elements, and it is also in line with the general themes and principles found in the document. The project builds on the City's unique industrial heritage, character and skilled industrial employee base. This development will further the City's economic development goals of diversifying the base economy, attracting new businesses that raise the median income level, and encouraging existing businesses and industries that will utilize existing infrastructure. The proposed project will be located adjacent to a planned large industrial and employment center with potential access to complementary and compatible land uses in the vicinity. Finally, additional Growth Policy goals are achieved by the creation of post-secondary and technical training opportunities in the City of Great Falls and increasing the number of available jobs in the City (as compared to housing), furthering the City's jobs-to-housing balance ratio and its degree of self-sufficiency.

The developer gave a presentation to Neighborhood Council #3 on December 5, 2012. The Neighborhood Council voted to support the project. As of January 25, 2013, no other citizen comments have been received.

**Concurrences:** Representatives from the City's Public Works, Park and Recreation and Fire Departments have been involved throughout the review and approval process for this project.

**Fiscal Impact:** The annexation will expand the fire and police service area, which will have a fiscal impact on the City. The developer is proposing to fund the project utilizing both private financing and TIFD funds. Once the subject property is annexed into the City, the developer will request an expansion of the existing CMTAP TIFD to include the subject property.

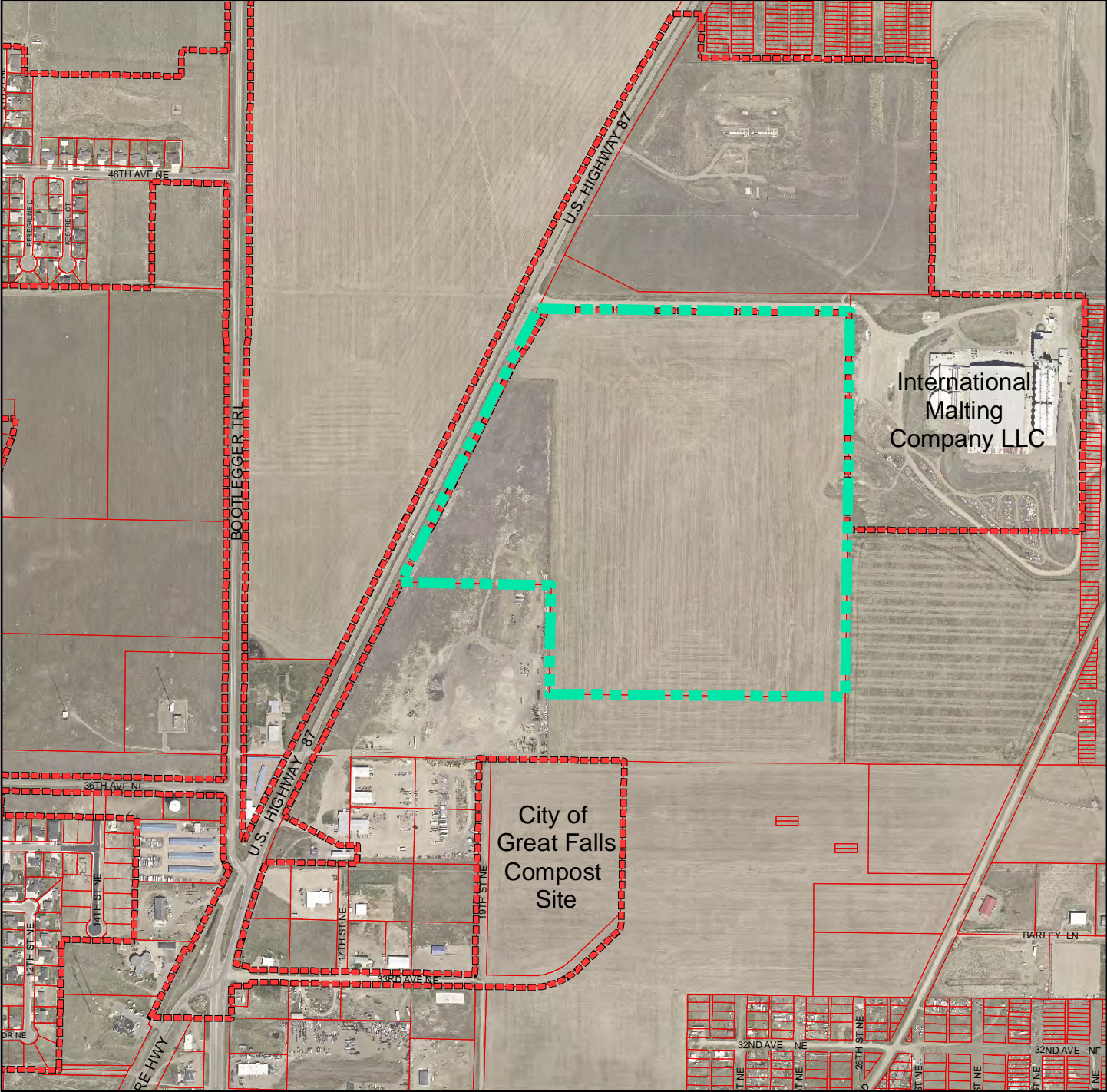
**Alternatives:** If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and by State Statute.




**Attachments/Exhibits:**

- Aerial Map
- Resolution 10005 with Attachment A
- Ordinance 3101 with Attachment A
- Annexation Agreement
- Proposed Site Plan
- CMTAP TIFD Map

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Patty Cadwell, Neighborhood Council Coordinator  
Joseph G. Aline, joe@shumakert-e.com  
Spencer Woith, Woith Engineering Inc., spencerwoith@woithengineering.com  
Talia Paschini, ADF Group, talia.paschini@adfgroup.com

# Aerial Map



-  ADF International, Inc. Property
-  City Limits
-  Tracts of Land



RESOLUTION 10005

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE LOT 1A, BLOCK 1, OF THE INTERNATIONAL MALTING COMPANY, LLC ADDITION, LOCATED IN SECTION 30, TOWNSHIP 21 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED; ALL AS SHOWN ON THE MAP ATTACHED HERETO MARKED ATTACHMENT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

\* \* \* \* \*

WHEREAS, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000), is a city of the first class; and,

WHEREAS, there is contiguous to said City, but without the boundaries thereof, a certain tract or parcel of land situated in the County of Cascade, State of Montana, and described as follows:

Lot 1A, Block 1, of the International Malting Company, LLC Addition, located in Section 30, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana, and containing ±100.00 acres,

all as shown on the map attached hereto marked Attachment "A" and by this reference made a part hereof; and,

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and,

WHEREAS, the owner of the hereinabove described property has submitted a petition to have said property annexed to the City of Great Falls.

NOW, THEREFORE, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and,

WHEREAS, all of the proceedings herein have been conducted in strict compliance with and in conformity to the law and constitution of the State of Montana, and all conditions, acts, and things required to be done precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: "LOT 1A, BLOCK 1, OF THE INTERNATIONAL MALTING COMPANY, LLC ADDITION, LOCATED IN SECTION 30, TOWNSHIP 21 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA."

BE IT FURTHER RESOLVED BY THE COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate district boundaries of the City of Great Falls, Montana, to include said tract of land; and,

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 5<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
Michael J. Winters, Mayor

ATTEST:

\_\_\_\_\_  
Lucy Hallett, Deputy City Clerk

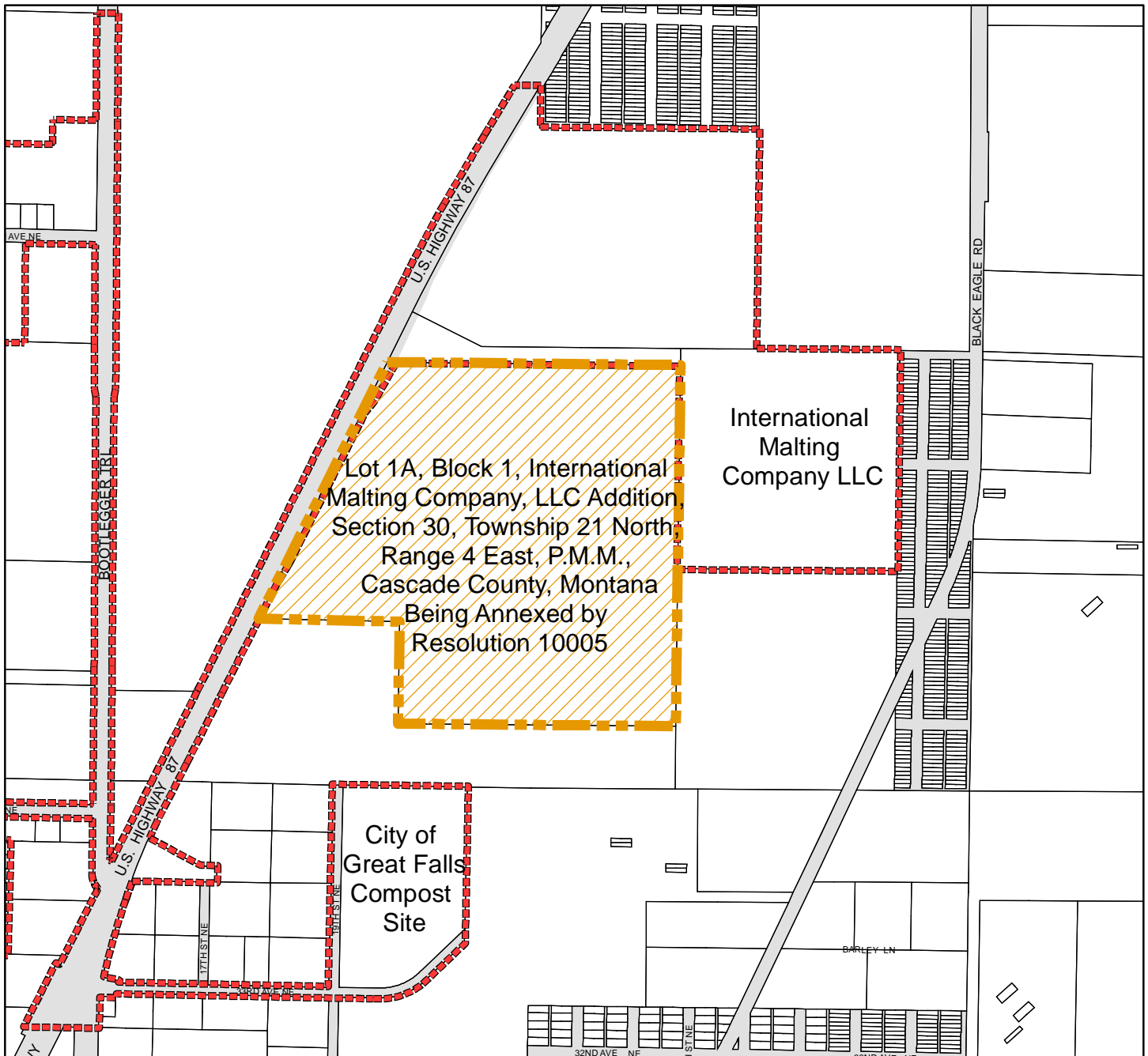
(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David L. Nielsen, Interim City Attorney



# Attachment A Resolution 10005



## Legend

- City Limits
- ADF International, Inc. Property
- Tracts of Land
- RofW



ORDINANCE 3101

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF I-2 HEAVY INDUSTRIAL DISTRICT TO LOT 1A, BLOCK 1, OF THE INTERNATIONAL MALTING COMPANY, LLC ADDITION, LOCATED IN SECTION 30, T21N, R4E, P.M.M., CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, ADF International, Inc. has petitioned the City of Great Falls to annex Lot 1A, Block 1, of the International Malting Company, LLC Addition, located in Section 30, T21N, R4E, P.M.M., Cascade County, Montana consisting of ±100.0 acres, herein referred to as subject property, and;

WHEREAS, ADF International, Inc., has petitioned subject property be assigned a zoning classification of I-2 Heavy Industrial district upon annexation to the City; and,

WHEREAS, notice of assigning said zoning classification to subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 5<sup>th</sup> day of February 2013, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the said zoning designation be made;

NOW THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF GREAT FALLS, STATE OF MONTANA:

Section 1. It is determined that the herein requested zoning designation will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Section 17.16.40.030 of the Official Code of the City of Great Falls.

Section 2. That the zoning of Lot 1A, Block 1, of the International Malting Company, LLC Addition, located in Section 30, T21N, R4E, P.M.M., Cascade County, Montana, be designated as I-2 Heavy Industrial district classification, attached hereto as Attachment "A" and by this reference made a part hereof.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing Lot 1A, Block 1, of the International Malting Company, LLC Addition, located in Section 30, T21N, R4E, P.M.M., Cascade County, Montana, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading January 15, 2013.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading February 5, 2013.

\_\_\_\_\_  
Michael J. Winters, Mayor

ATTEST:

\_\_\_\_\_  
Lucy Hallett, Deputy City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David L. Nielsen, Interim City Attorney

State of Montana    )  
County of Cascade   : ss  
City of Great Falls   )

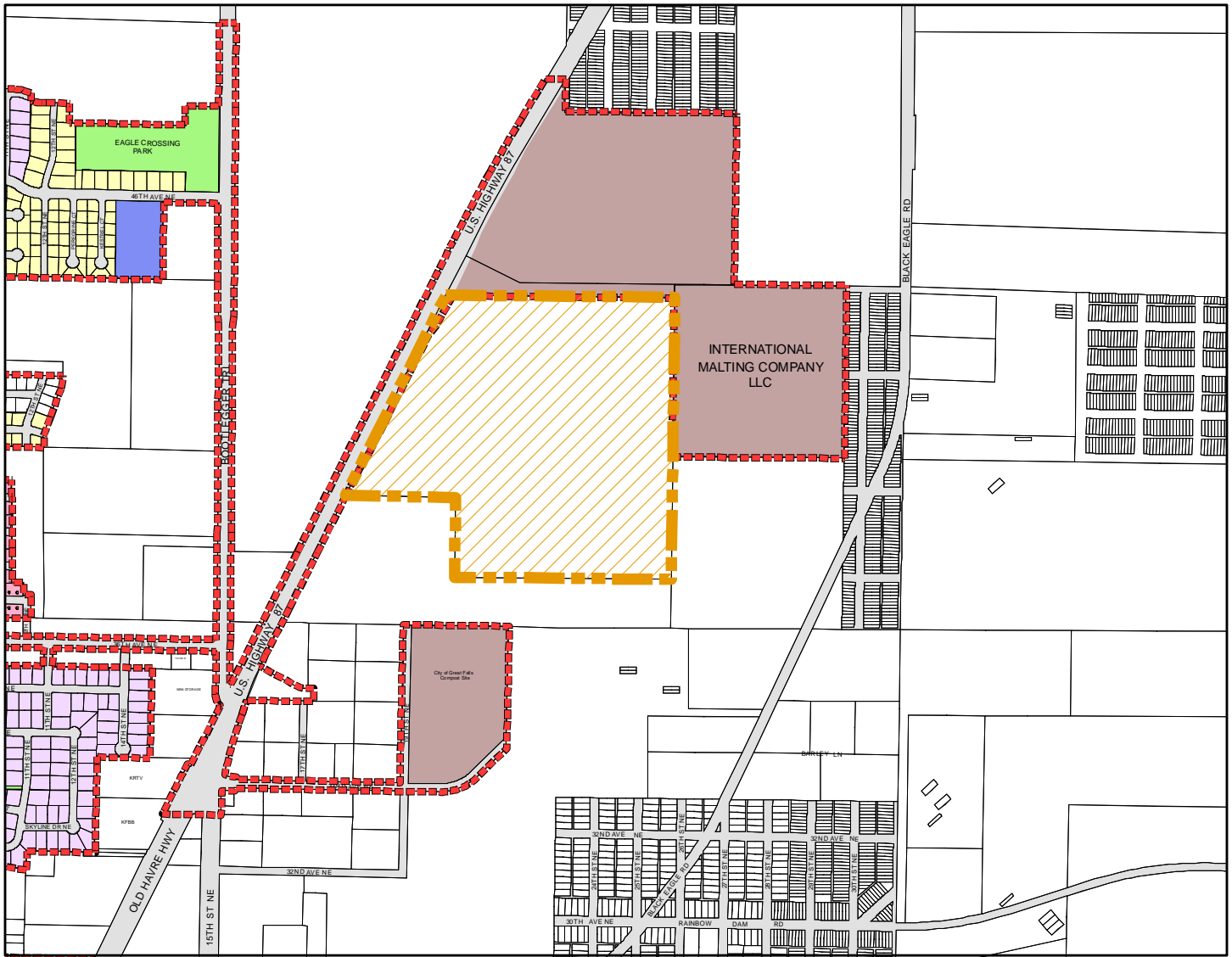
I, Lucy Hallett, Deputy City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3101 in three conspicuous places within the limits of said City to-wit:

On the Bulletin Board, first floor, Civic Center Building;  
On the Bulletin Board, first floor, Cascade County Court House;  
On the Bulletin Board, Great Falls Public Library

\_\_\_\_\_  
Lucy Hallett, Deputy City Clerk

(CITY SEAL)

# Attachment A Ordinance 3101



- |                                  |                                |                                  |
|----------------------------------|--------------------------------|----------------------------------|
| City Limits                      | C-5 Central business periphery | R-2 Single-family medium density |
| ADF International, Inc. Property | I-1 Light industrial           | R-3 Single-family high density   |
| Tracts of Land                   | I-2 Heavy industrial           | R-5 Multi-family medium density  |
| <b>ZONING</b>                    | M-1 Mixed-use district         | R-6 Multi-family high density    |
| AI Airport Industrial            | M-2 Mixed-use transitional     | R-9 Mixed residential            |
| C-1 Neighborhood commercial      | PLI Public lands institutional | R-10 Mobile home park            |
| C-2 General commercial           | POS Park Open Space            | Unincorporated                   |
| C-3 Highway commercial           | PUD Planned unit development   |                                  |
| C-4 Central business core        | R-1 Single-family suburban     |                                  |



**ANNEXATION AGREEMENT FOR  
LOT 1A, BLOCK 1, INTERNATIONAL MALTING  
COMPANY, LLC ADDITION, LOCATED  
IN SECTION 30, TOWNSHIP 21 NORTH,  
RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA**

1. PREFACE

The following is a binding Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between ADF International Inc., and/or its assigns, hereinafter referred to as “Owner,” and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as “City,” regarding the requirements for filing the annexation to the corporate limits of City, Lot 1A, Block 1, International Malting Company, LLC Addition, located in Section 30, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana, hereinafter referred to as “Subject Property.”

2. PREVIOUS AGREEMENTS

- A. Annexation Agreement for Lots 2 and 4, Block 1, International Malting Company, LLC Addition, in Section 30, Township 21 North, Range 4 East, Cascade County, Montana, on file at the City Clerk’s office.
- B. Annexation Agreement for Lot 5, Block 1, International Malting Company, LLC Addition, in Section 30, Township 21 North, Range 4 East, Cascade County, Montana, on file at the City Clerk’s office.

3. SUPPORTING DOCUMENTS

- A. Correctional Plat to the First Amendment to the International Malting Company, LLC Addition showing Lot 1 of the International Malting Company, LLC Addition and Tract 1 of COS 3891, prepared for Eugene Shumaker and Joseph G. Aline, being located within S1/2 Section 30, Township 21 North, Range 4 East, P.M.M., Cascade County Montana, on file at the Clerk and Recorder’s Office of Cascade County. Record Number P-2012-0000037 PL
- B. Final engineering drawings, specifications and cost estimates prepared by Woith Engineering consisting of documents for sanitary sewer mains, water mains, storm drainage improvements and paving. Said drawings and specifications are on file in the City Engineer’s office.

C. Loan commitment letter dated September 19, 2012, by Montana Board of Investments, to indicate the capability of Owner or Purchaser to pay for the public improvements referenced in Paragraph 3.B. hereinabove. A copy of the same is filed in the office of the Great Falls Planning and Community Development Department.

4. AMENDMENTS

Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by City's Engineer and City's Public Works Department and which do not materially affect the hereinabove mentioned amended plat, can be made as follows:

- A. The proposed revisions will be submitted to City's Public Works Department for review and, if approved, the City Engineer or Public Works Director will sign and adequately annotate the change.
- B. The annotated revision becomes a part of this Agreement upon City's Public Works Department approval.
- C. Changes during construction shall be made by change order approved by City's Public Works Department.
- D. "As Built" reproducible drawings shall be supplied to City's Engineer upon completion of the construction.
- E. All amendments to this Agreement, except as allowable above in this section, shall be in writing and approved by City and Owner.

5. FEES AND CHARGES

A. Prior to annexation of Subject Property, Owner shall pay, in addition to the \$100.00 fee for Annexation Application, \$200.00 fee for Annexation Agreement, \$100.00 fee for Resolution, and \$700.00 for Establishing City Zoning, which have been paid, the following fees as provided by City policy and resolution:

- a. Storm Sewer Fee (\$250/acre x 100 acres) \$ 25,000.00
- b. Recording fees for Agreement and Resolution (\$11 per page x 11 pages) \$ 121.00

- B. Owner, or its successors or assigns, shall pay City for its expenses incurred in construction, testing, inspection and acceptance of public utilities to serve Subject Property at the rates charged by City for said work at the time performed.
- C. Water tapping, water connection, sewer service tapping, and sewer connection fees will be assessed at the time of installation.
- D. The absence of any fee from this agreement lawfully charged by the City in connection with construction activity associated with Subject Property shall not constitute a waiver by the City.

6. STORM DRAINAGE PLAN

Owner hereby agrees to prepare plans and design reports, and construct improvements in accordance with the City's Storm Drain Design Manual, which does not obligate the City to any improvement or maintenance responsibilities, prior to the development. Said drainage plan shall be submitted, reviewed and approved by the City Public Works Department prior to City issuing a building permit for the subject property. The drainage

plan may require an agreement with upstream and or downstream contributor land owner(s) for permanent use of existing pond facilities, as well as repairs and future maintenance to these pond facilities.

Owner is required to detain storm water on their lot as follows. Storm water detention requirements must meet City's Storm Drainage Design Manual requirements except that the design storm to be used for determining maximum outflow rates will be the Great Falls 2 Year, 2 Hour storm applied to the pre-development condition.

The Owner further agrees to be responsible for their proportional share of the design and construction of any necessary off-site drainage improvements, and to also mitigate any downstream impacts that may result from surface runoff from the Subject Property.

7. INFRASTRUCTURE EASEMENTS

City has caused to be designed and installed public water and sanitary sewer systems to serve Subject Property. Owner hereby agrees to provide to City, prior to receiving service from said water and sanitary sewer systems, the appropriate easements within the Correctional Plat of International Malting Company, LLC Addition, to accommodate said water and sanitary sewer systems to serve Subject Property. Owner further agrees to provide, when reasonably deemed necessary by City, any additional easements within the said Plat, to accommodate future infrastructure, including, but not limited to, the water systems, sanitary sewer systems, roadways, utilities, etc., referenced in Paragraphs 8 herein below, with the location of said easements to be determined mutually between Owner and City.

8. MASTER PLAN AND RESULTANT INFRASTRUCTURE

Owner agrees to cooperate and participate with development of an overall conceptual plan for the contemplated value added agriculture commodities park, at such time as the City deems necessary, comprising in part the Lot 1A, Block 1, International Malting Company, LLC Addition, with the proposed steel manufacturing facility on Subject Property being one component. Owner further agrees (unless otherwise provided) to extend and pay for all roadway, water, sanitary sewer and storm drain facilities to the boundaries of Subject Property. City hereby agrees to pay for costs associated with any required over sizing of water and sanitary sewer main above the eight (8) inch standard size main.

9. PERMIT COMPLIANCE

Owner hereby agrees to adhere to all parking, landscaping, signage, fire hydrant installation and exterior lighting provisions stipulated by City Planning and Community Development Department and City Fire Department in conjunction with permit issuance for development and construction on Subject Property.

10. UNFORESEEN POTENTIALITIES

It is mutually recognized, understood and agreed by City and Owner, that subsequent to the time this agreement was entered into, events may occur and actions may be taken which were unforeseen by either party or both parties hereto. In this perspective, it is, therefore,

agreed that the parties may by mutual subsequent agreement modify the terms, conditions and covenants of this Agreement.

11. PUBLIC IMPROVEMENTS

Owner agrees to complete within two (2) years of the date of this Agreement, the installation of the sanitary sewer mains, water mains, storm drainage improvements, and paving to serve Subject Property, according to plans referenced in Paragraph 3.B above and filed in the City Engineer's office and in accordance with standards of City.

12. SOIL AND/OR GROUNDWATER CONDITIONS

The Owner of the Subject Property shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, obligations and costs including reasonable attorney fees, that arise from, result from or relate to adverse soil or groundwater conditions on the Subject Property. This indemnity obligation runs with the land. Upon the transfer of ownership of the Subject Property, the prior Owner's (whether the Owner that made this annexation agreement or a subsequent owner) indemnity obligation for adverse soil or adverse groundwater conditions for the transferred property is released and the indemnity obligation runs to the new owner of the property. Only the Owner of the parcel of property with the adverse conditions at the time the City incurs the claim, debt, liability, obligation or cost is obligated to indemnify and no owner of the Subject Property is obligated to indemnify for adverse conditions on property owned by someone else.

This indemnification by the owner of the Subject Property shall apply unless such damage or injury results from the negligence, gross negligence or willful misconduct of the City.

13. RESTRICTIONS ON BUILDING PERMITS AND OCCUPANCY

Building permits on the Subject Property shall not be issued until the contracts for installation of the public improvements have been executed. Owner acknowledges that City will not permit the occupancy of any structure on Subject Property until street improvements and water and sanitary sewer mains have been installed, tested and accepted by City, which acceptance will not be unreasonably withheld by City.

14. MAINTENANCE DISTRICTS

Owner waives their right to protest the lawful creation by City of maintenance districts for any proper purpose including, but not limited to, fire hydrant, street maintenance and street lighting and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Subject Property.

15. FUTURE STORM DRAINAGE FACILITIES

Owner hereby agrees to waive right to protest any future area-wide special improvement district for storm drainage facilities and further agrees to pay for proportionate share of any future storm drainage improvements which service Subject Property that may be installed with or without an area-wide special improvement district. The term "area-wide" as used herein, means any area larger than that covered by Subject Property which is a contributor to the drainage sub-basin of which Subject Property is a part.



16. FUTURE ROADWAY IMPROVEMENTS

Owner hereby agrees to waive right to protest creation of any future special improvement district for roadway and lighting improvements for the Subject Property and further agrees to pay when deemed necessary by the City for proportionate share of said roadway improvements, including curb, gutter, sidewalk and public roadway lighting facilities that service the Subject Property, that may be installed with or without a special improvement district.

17. WAIVER OF PROTEST OF ANNEXATION

Owner does hereby waive any and all statutory procedure notice on right of protest to annexation of Subject Property, as provided for by State law.

18. WARRANTY, OWNERSHIP AND INSPECTION OF UTILITY AND STREET IMPROVEMENTS

After the public utilities improvements described in Paragraph 3.B hereof have been installed and accepted by City, the same shall be in all respects treated, owned and maintained as though the same had been constructed and installed by City. However, to the extent installed by Owner, or its contractor, said Owner or its contractor shall warranty said improvements against defective workmanship and materials for a period of two (2) years from date of acceptance of the completed improvements by City.

Installation of the public utilities and street improvements described in Paragraph 3.B hereof shall be subject to City's infrastructure inspection policy.

19. ANNEXATION PREREQUISITES

Subject Property is contiguous to City; is not included within the boundary of any other incorporated municipality; and is not a part of any fire district existing or organized under any of the provisions of Chapter 33, Title 7, of the Montana Code Annotated. Subject Property, upon annexation to City, will be provided fire protection services by City comparable to that provided incorporated properties.

20. CITY ACCEPTANCE AND ZONING

In consideration of the foregoing, City hereby accepts and approves Lot 1A, Block 1, International Malting Company, LLC Addition, located in Section 30, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana, and will approve the property contained within the boundaries of said lot for incorporation by annexation into the corporate limits of the City of Great Falls, Montana with an assigned zoning classification of I-2 Heavy Industrial district. It is hereby understood that the preceding language regarding zoning of the Subject Property does not preclude City from reclassifying the Subject Property if an area wide reclassification is undertaken, in which event City agrees to reclassify said lots as a conforming use.

21. BINDING EFFECT

The provisions, covenants and terms of this Agreement shall run with the land and bind the present Owners, their devisees, heirs, successors, and assigns; and any and all parties

claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

**CITY OF GREAT FALLS**

\_\_\_\_\_  
Gregory T. Doyon, City Manager

ATTEST:

\_\_\_\_\_  
Lucy Hallett, Deputy City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David L. Nielsen, Interim City Attorney

OWNER

By: \_\_\_\_\_  
Jean Paschini, ADF International Inc.

State of Montana                    )  
County of Cascade                ):ss.  
City of Great Falls                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for the State of Montana, personally appeared Jean Paschini, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

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

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission Expires: \_\_\_\_\_, 20 \_\_\_\_\_

**GENERAL SITE NOTES:**

LOT 1A OWNER(S): JOSEPH G ALINE / EUGENE SHUMAKER

SAID LOT 1A BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE QUARTER SECTION CORNER COMMON TO SECTIONS 30 AND 31 OF TOWNSHIP 21 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN OF MONTANA, BEING MARKED BY A 1/2" REBAR WITH A YELLOW PLASTIC CAP MARKED "M. HENEN, 9523LS";

THENCE, N 89°24'34" E, 869.82 FEET, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 30 AND 31, TO A POINT;

THENCE, N 00°12'53" W, 378.42 FEET, ALONG THE WEST LINE OF LOT 3 OF THE INTERNATIONAL MALTING COMPANY, LLC ADDITION TO THE POINT OF BEGINNING;

CONTINUING, N 00°12'53" W, 2177.67 FEET, ALONG SAID WEST LINE, TO A POINT;

THENCE, S 89°37'42" W, 1717.57 FEET, TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 87;

THENCE, S 28°18'36" W, 260.81 FEET, ALONG SAID RIGHT OF WAY LINE, TO A POINT;

THENCE, S 37°01'29" W, 100.44 FEET, ALONG SAID RIGHT OF WAY LINE, TO A POINT;

THENCE, S 25°44'38" W, 1017.80 FEET, ALONG SAID RIGHT OF WAY LINE, TO A POINT;

THENCE, S 30°55'54" W, 131.85 FEET, ALONG SAID RIGHT OF WAY LINE, TO A POINT;

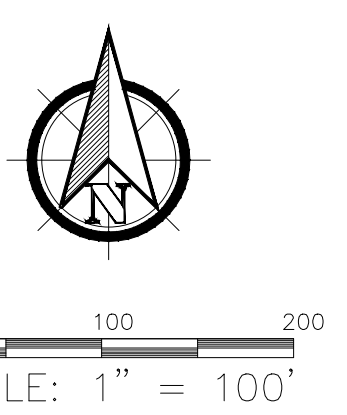
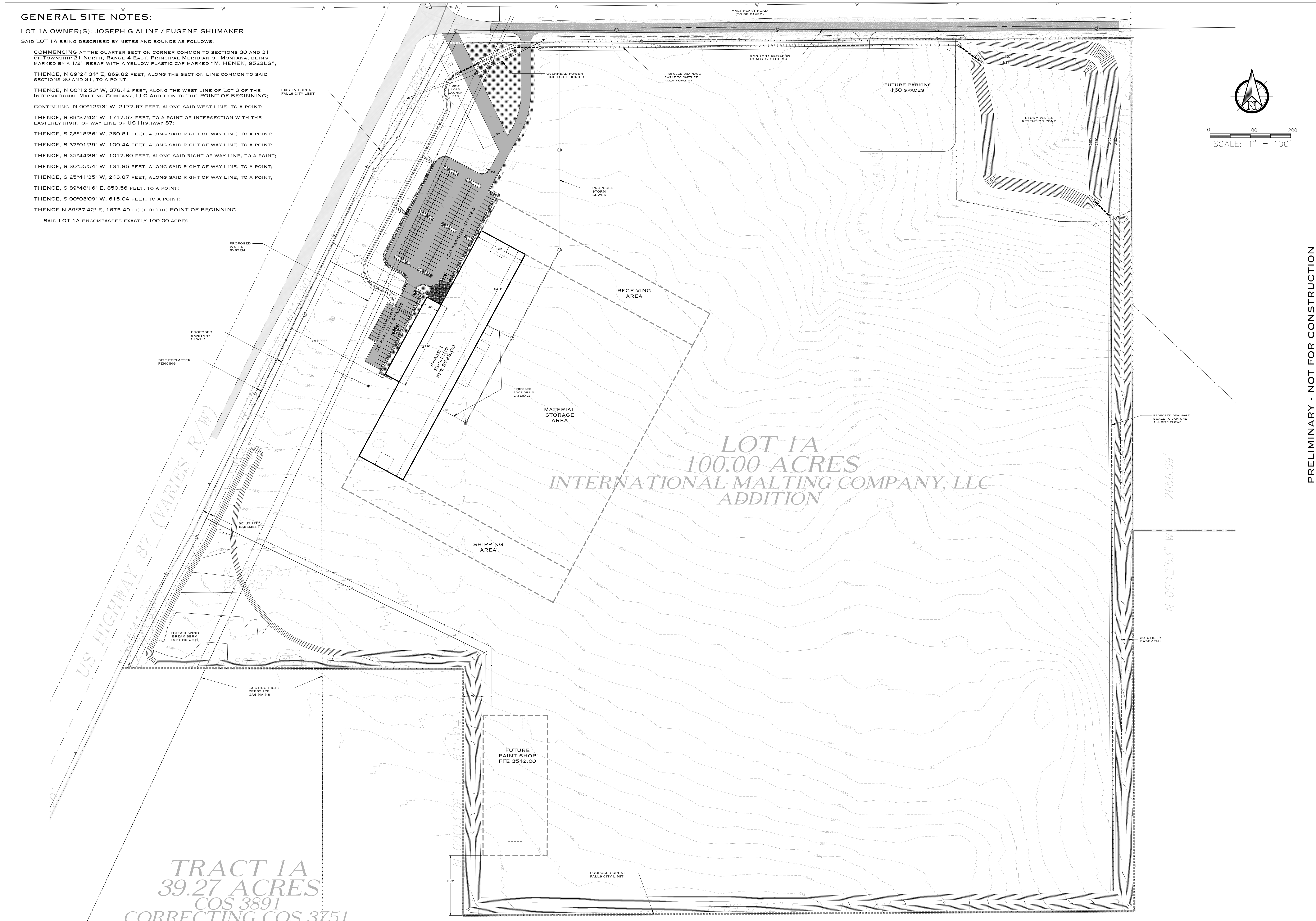
THENCE, S 25°41'35" W, 243.87 FEET, ALONG SAID RIGHT OF WAY LINE, TO A POINT;

THENCE, S 89°48'16" E, 850.56 FEET, TO A POINT;

THENCE, S 00°03'09" W, 615.04 FEET, TO A POINT;

THENCE, N 89°37'42" E, 1675.49 FEET TO THE POINT OF BEGINNING.

SAID LOT 1A ENCOMPASSES EXACTLY 100.00 ACRES



**LOT 1A**  
**100.00 ACRES**  
**INTERNATIONAL MALTING COMPANY, LLC**  
**ADDITION**

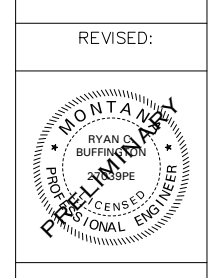
**TRACT 1A**  
**39.27 ACRES**  
**COS 3891**  
**CORRECTING COS 3751**

PRELIMINARY - NOT FOR CONSTRUCTION

OVERALL SITE / GRADING PLAN

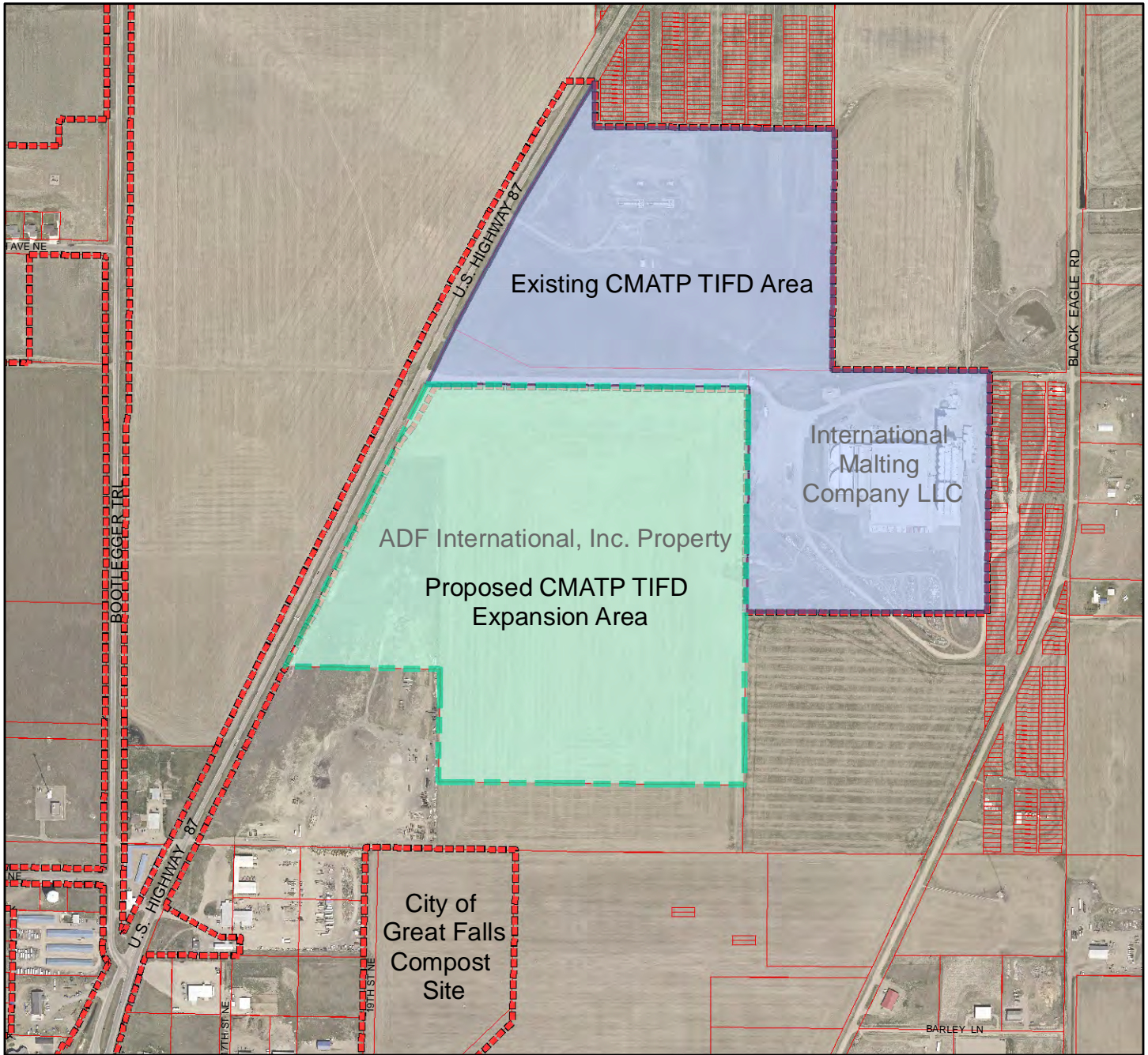
ADF GROUP, INC.  
 GREAT FALLS, MT

WOTH ENGINEERING, INC.  
 ENGINEERS & SURVEYORS  
 P.O. BOX 7326, GREAT FALLS, MONTANA 59406







C1

# CMATP TIFD Map



## Legend

-  City Limits
-  Tracts of Land
-  Existing CMATP Area
-  ADF International, Inc. Property

860 430 0 860 Feet

