



Item: Public Hearing – Resolution 10040 to Annex, Ordinance 3114 to assign City Zoning, Annexation Agreement and the Amended Plat, all pertaining to Lot 2, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, T20N, R4E, P.M.M., Cascade County, Montana – Talus Apartments

From: Galen Amy, Planner II, Planning & Community Development

Initiated By: The Farran Group, Developer

Presented By: Craig Raymond, Director of Planning & Community Development

Action Requested: City Commission adopt Resolution 10040, Ordinance 3114, the Amended Plat and Annexation Agreement all pertaining to Lot 2, Medical Tech Park Minor Subdivision

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 Motions: (Each motion to be separately considered)

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10040 and (approve/disapprove) the Amended Plat and Annexation Agreement all pertaining to Lot 2, Medical Tech Park Minor Subdivision.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3114.”

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

Recommendation: At the conclusion of a public hearing held on August 13, 2013, the Planning Advisory Board recommended the City Commission approve the annexation of Talus Apartments, legally described above, subject to fulfillment of the following Conditions of Approval:

1. The amended plat of Medical Tech Park Minor Subdivision shall incorporate corrections of any errors or omissions noted by staff.
2. Final build-out of the project shall be in substantial compliance with the final approved site plan

- documents and drawings dated 08-13-13 and approved by the City Commission.
3. The final engineering drawings and specifications for the required public improvements to serve Talus Apartments shall be submitted to the City Public Works Department for review and approval prior to any building permits being issued by the City.
 4. A Grading Plan, State Stormwater Discharges Associated with Construction Activities Permit, Dust Control Plan, 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 building permits.
 5. Applicant shall submit proposed project drawings including site, architectural, landscape, signage and lighting plans as required for review and approval by the Design Review Board prior to submittal of permit plans. Applicant shall consider the Medical District Master Plan Design Guidelines when developing the site.
 6. A geotechnical investigation and report prepared by a Professional Engineer with recommended building foundation design shall be submitted to the Planning and Community Development Department for review and approval prior to issuance of building permits.
 7. The applicant shall meet all requirements of the City's Fire Department including providing internal driveway widths and internal driveway turning radii that accommodate access by large emergency vehicles prior to any building permits being issued by the City.
 8. An Annexation Agreement shall be prepared containing terms and conditions for development of the subject property including, but not limited to, agreement by application to:
 - a. Install within two years of the date of final City Commission approval, the public improvements referenced in Paragraph Three above.
 - b. Indemnify the City for any damages attributable to adverse soil or groundwater conditions.
 - c. Dedicate and construct 21st Avenue South along the northern property line of the subject property. The City will participate in 25% of the costs. The applicant shall be required to install an 8-inch sewer main in the 21st Avenue South alignment as a part of this project.
 - d. Dedicate 23rd Street South to the southern extent of the subject property, and escrow 100% of the cost for the completion of 23rd Street South including paving, curb, gutter, sidewalk, 8-inch water main and 8-inch sewer main to the southerly boundary of the subject property (approximately 80-feet). Obtain an easement and construct a temporary turnaround at the southern terminus of 23rd Street South.
 - e. Extend a storm drain from its existing terminus in 23rd Street South southerly to the south property boundary. This extension shall include inlets at the intersection of 21st Avenue South and 23rd Street South.
 - f. Escrow 100% of the cost for the extension of the 8-inch water main in 26th Street South; City to cover cost of upsizing.
 - g. Provide easements for public fire lines and hydrants located outside the public right-of-way.
 - h. Provide separate water and sewer service lines to each building in the development.
 - i. Ensure driveways to the public streets conform to City codes and standards.

The Planning Advisory Board also recommended approval of a subsequent minor subdivision of the property from one lot into two lots. The Zoning Commission recommended the City Commission approve assigning a zoning classification of R-6 Multi-family high density to the easterly lot of the proposed subdivision and M-1 Mixed-use district to the westerly lot.

Public Notice for the Planning Advisory Board/Zoning Commission Public Hearing was published in the *Great Falls Tribune* on July 28, 2013. There were three citizens that spoke at the public hearing: one as a proponent, one as an opponent and one with general comments.

Background: Ordinance 3114 to assign City zoning to Talus Apartments was accepted by the City Commission on first reading on September 3, 2013, and a public hearing was set for October 1, 2013. Due to concerns about the Annexation Agreement, the owner requested the public hearing for October 1, 2013 be vacated and rescheduled to November 19, 2013.

To satisfy property owner concerns, the City Commission vacated the November 19, 2013 public hearing and voted to move the public hearing to January 7, 2014. In the interim, the Planning and Community Development Department and the City Attorney worked diligently with the developer and sellers to address any concerns that the parties may have. Those efforts resulted in a Development Agreement between the City of Great Falls and The Farran Group, the developer, going before the City Commission on December 3, 2013. The City Commission approved said agreement.

Unfortunately, there were are still details to be worked out between the developer and the seller, and the closing on the subject property was further delayed, so the January 7, 2014 public hearing was vacated until such time that the applicant can provide documentation that they have worked out any uncertainties with the seller. The Developer appears to have worked through these uncertainties and the City Commission accepted Ordinance 3114 on first reading on February 4, 2014. Notice of Public Hearing before the City Commission for the annexation, establishment of City zoning, and Amended Plat for Talus Apartments was published in the *Great Falls Tribune* on February 16, 2014.

Project Overview

The subject property is generally located south of the projected 21st Avenue South, east of 23rd Street South and west of 26th Street South. The applicant is requesting annexation of ± 11.59 acres from Cascade County into the City of Great Falls. The subject property is currently vacant undeveloped land. In addition to the subject property, per MCA, the abutting portion of 26th Street South, comprised of ± 0.77 acres, must also be annexed as a part of the request. In total ± 12.36 acres will be annexed into the City.

The property is located outside, but adjacent to, the City's boundary. North of the subject property, within City limits, is Centene Corporation operations and vacant land owned by the Centene Corporation. East of the subject property, in the County, is the Mount Olivet Cemetery. The area south is privately owned land located in the County that is undeveloped. The property to the west is vacant land within City limits, but partially developed as the Medical Tech Park.

The applicant is proposing development of a 216-unit apartment complex located in six buildings along with a clubhouse for the residents that will offer various services and amenities. The complex will consist of three secure access points with the main entry off of 26th Street South. Internal roadways will be privately owned and maintained, and parking, including some carports, will be provided on site. The construction of 21st Avenue South from 23rd Street South to 26th Street South will be completed as a part of this project (attached Conceptual Site Plan for Talus Apartments).

The applicant is requesting to subdivide the subject parcel into two lots. The westerly lot, proposed Lot 2A, will consist of ± 3.0 acres. The developer does not have immediate development plans for said lot. The easterly lot, Lot 2B, will consist of ± 8.59 acres and be developed as the apartment complex (attached DRAFT Amended Plat). The property was

originally subdivided as a part of the Medical Tech Park Minor Subdivision in 2004. Per Montana Code Annotated (MCA), any minor subdivision that is not a first minor subdivision from a tract of record is a subsequent minor subdivision and the governing body may require the subdivision meet or exceed the requirements that apply to a first minor subdivision. A subsequent minor subdivision requires a public hearing before the Planning Advisory Board and City Commission.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, planning board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of 76-3-608 MCA. The governing body shall issue written findings of fact that weigh the criteria in 76-3-608 (3) MCA.

Staff has provided a Findings of Fact that weigh the required criteria for consideration (attached Findings of Fact). The conditions of approval for the subdivision are derived from these findings. Additionally, the applicant has provided an Environmental Assessment and a Summary of Probable Impacts related to the subject property and proposed project for staff to review. Staff has determined that minimal environmental mitigation methods are required as a part of this subdivision request, as minimal degradation is anticipated. The applicant has also provided a noxious weed control plan for the property.

The applicant has requested the subject property have two zoning designations upon annexation. The easterly ±8.59 acre lot, which is proposed as a high density multi-family housing project, would be zoned R-6 Multi-family residential high density zoning district. According to the Land Development Code, the R-6 Multi-family residential high density zoning classification is:

Intended to accommodate multi-family units of the highest density allowed in the City. These districts are typically found close to work and leisure, and are close to the downtown.

The proposed R-6 zoning will permit high density residential units. This will have some impact to the surrounding area in terms of increased traffic and increase use of infrastructure. However, staff finds the proposed use is compatible with the existing adjacent uses and will provide a transition between the commercial uses to the north and possible future uses to the south of the subject property.

The westerly ±3.0 acre lot, which does not include development plans at this time, would be zoned M-1 Mixed-use zoning district. According to the Land Development Code, the M-1 Mixed-use zoning classification is:

Intended to allow a balanced and harmonious mixture of commercial, residential, institutional uses, and public spaces. Employment opportunities are near a variety of living options. A mix of uses could occur within the same building or in separate buildings in close proximity to one another. The transportation system and buildings are designed with pedestrians in mind.

The proposed M-1 zoning of the westerly lot of the subdivision is compatible with M-1 zoned properties to the west. It is anticipated that development of this lot will be similar in character to the lots west of the subject property.

The Zoning Commission's recommendation and the City Commission's decision shall at a minimum consider the Basis of Decision listed in the Land Development Code (17.16.40.030). Staff has provided an analysis that weighs the required criteria for consideration (attached Basis of Decision).

Improvements

The applicant shall be required to dedicate and construct 21st Avenue South to a 35-foot wide (60-foot right-of-way) local urban design standard (paving, curb, gutter, and sidewalk) across its northerly frontage from 23rd Street South to 26th Street South. The City will participate in 25% of the costs. There is an existing 30-foot utility easement on the property north of the subject site (Lots 1A & 1B, Medical Tech Park Minor Subdivision); 21st Avenue South roadway improvements will require the dedication of said utility easement as public right-of-way. Cooperation with the northerly property owner will be required. The applicant and City have begun the process of requesting this dedication. The ultimate alignment of 21st Avenue South will be subject to the outcome of those discussions. There is a 12-inch water main in the existing utility easement in the proposed 21st Avenue South alignment. The applicant does not owe reimbursements for the cost of this main. The applicant shall be required to construct an 8-inch sewer main in the 21st Avenue South alignment as a part of this project.

The applicant will be required to dedicate a 60-foot right-of-way for the completion of 23rd Street South and escrow 100% of the funds to complete the extension of 23rd Street South including paving, curb, gutter, sidewalk, 8-inch water main and 8-inch sewer main to the southerly boundary of the subject property (approximately 80-feet). The City will pay for any up-sizing. The applicant shall be reimbursed for 50% of these costs at such time as the property to the west is annexed. The applicant shall be required to secure a temporary turn-around at the terminus of 23rd Street South from the property south of the subject property. This turn-around shall meet the requirements of the Fire Department and Public Works. Additionally, the applicant will be required to extend the 18-inch storm drain from its existing terminus in 23rd Street South southerly to the south property boundary. This extension shall include inlets at the intersection of 21st Avenue South and 23rd Street South. The water, sewer and 23rd Street South improvements shall occur at such time as development occurs south of the subject property.

The applicant is not required to improve 26th Street South. Improvements to this roadway are being completed as a part of a larger federal-aid project by the Montana Department of Transportation that is slated to be constructed in 2014/2015 and includes improvements to 26th Street South from the northerly boundary of the subject property to 24th Avenue South. The applicant will be required to escrow money to extend an 8-inch water main from its existing terminus in 26th Street South to the southern boundary of the subject property. The City will pay for the up-sizing of the water main.

The applicant shall provide easements for public fire lines and hydrants located outside the public right-of-way and each building in the development shall have separate water and sewer

service lines. Finally, all driveways to the public streets shall conform to City codes and standards.

The proposed development will have impervious surfaces of more than 15,000 square feet; therefore, the developer is required to provide a stormwater management plan in compliance with the City of Great Falls Storm Design Manual and City standards. The plan will be reviewed and approved by the Public Works Department prior to the issuance of building permits for the development.

The existing transportation network is expected to have sufficient capacity to accommodate increased traffic from the proposed development. With the construction of 21st Avenue South, the traffic generated by the site will have other options than just 26th Street South. Improvements to 26th Street South and 24th Avenue South will increase carrying capacity, and will also include new bicycle and pedestrian facilities. Extending 21st Avenue South, with sidewalks, will also provide ready access to Great Falls Transit District bus services, reducing trips generated by the development.

There is a reasonable expectation that the development will attract some residents that have employment or attend school at nearby locations, making their trip lengths relatively short. This will make both bicycling and walking attractive choices, and will keep some vehicle trips from reaching and adding to congestion at some intersections on 10th Avenue South.

The undeveloped lot to the west of the development is proposed for concurrent annexation, and site impacts to the transportation network would be reviewed at such time as development is proposed. Such development may require improvements, should they be deemed necessary to mitigate adverse impacts. A more in-depth traffic analysis is attached as Traffic Analysis. The following recommendations are based upon review of the proposed development:

- The three driveways must be easily accessible by all residents. If the two on 21st Avenue South are gate-controlled, they must be accessible by residents, as well as emergency responders, at all times.
- The main entrance on 26th Street South must be moved as far away from the intersection of 21st Avenue South as practical. At least 150 feet is recommended.
- Internal driveways must be of a width to allow for access by large fire trucks. Internal driveway turning radii must also accommodate such vehicles.
- To ensure safety of bicyclists and pedestrians along 26th Street South, the main entrance should have a short crossing distance and any potentially obscuring improvements (such as signage or large landscaping) should be placed such that they do not become safety hazards.
- The developer is encouraged to provide on-site bicycle storage facilities to reduce vehicular trip generation and allow residents to avail themselves of alternate transportation options.
- The developer will dedicate and construct 21st Avenue South between 23rd Street South and 26th Street South, including sidewalk on the entire south side of the new roadway. Improvements to 26th Street South, including a shared-use bicycle/pedestrian path, will be installed under the planned public improvement project, with no cost to the developer.
- The developer will construct a temporary turnaround at the far southern end of 23rd Street South, and shall dedicate 23rd Street South to the southern extent of its property.
- The developer will make all efforts to negotiate with the property owner to the north (lots 1A and 1B, Medical Tech Park Minor Subdivision) to dedicate and construct 21st Avenue South along an existing utility easement. The City will participate in a portion of the cost of 21st Avenue South.

Growth Policy Conformance

The proposed project is consistent with the City's newly adopted *Growth Policy* and the *Medical District Master Plan (2007)*, and consists of the introduction of a two-lot subdivision in a portion of the City that is referred to as the *Medical District Master Plan* area. The purpose of the *Medical District Master Plan* was to establish an area to accommodate continued growth and expansion of the health care industry and its related businesses in Great Falls.

In terms of the recently updated *Growth Policy*, the proposed project will provide more diversity of housing stock and rental choices, meeting an existing demand and need in the City. Specifically, the project is consistent with the Social goal of promoting a wide and diverse supply of housing for all members of the community and the Economic goal of encouraging workforce housing near to major employers. Workforce housing is that housing operational or line employees can afford to pay to maintain and continue employment in an area. The health care sector is one of the largest employment sectors in the City, and has been expanding in recent years. The desirability, therefore, of workforce housing in this area of the City is understandable.

Other supportive policies in the newly adopted Growth Policy include:

- Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the city.
- Soc1.4.2 Expand the supply of residential opportunities including single family homes, apartments, manufactured homes and assisted living facilities.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work.
- Soc1.4.7 Encourage workforce housing in locations that meet the needs of the City's major employers, downtown and the City's activity centers.

There is a demand for this type of housing. It is important to recognize that there has been little multi-family development in the City in recent years and over half the City's residential building stock is 50 years old or older. During the recent outreach phase of the *Imagine Great Falls* Growth Policy Update planning process, staff received a great deal of input regarding the limited rental opportunities in the City and the effect this has on housing opportunities city-wide.

Part of the rationale for the *Medical District Master Plan* was to create a desirable setting that would enhance the City's ability to recruit and retain highly qualified personnel to the community. Creating a *Medical District*, coupled with other City efforts to promote a strong and vibrant community, was intended to support and solidify the City's ability to compete effectively with others for the skilled workforce necessary to deliver high quality health care. Work toward this vision is ongoing.

The *Medical District Master Plan* also encourages mixed-uses, connectivity and combining residential and commercial uses into what the plan refers to as "work-live" situations. A "work-live" situation is a setting where residents can meet some of their daily activity needs on-site or nearby. The on-site clubhouse provides the sort of amenity and "work-live" situation encouraged in the *Medical District Master Plan*. Given the fact that the *Medical District Master Plan* strongly encourages a combination of uses that complement each other, it is highly recommended that the applicant consider supportive and active uses on the portion of the site for which M-1 zoning is being considered. The transition to complementary and active uses is a key

part of the vision established by the *2007 Medical District Master Plan*, adopted as part of the *2013 Growth Policy*. This project represents an important step and opportunity toward that end.

The applicant's representative gave a presentation to Neighborhood Council #5 on July 15, 2013. The Neighborhood Council was primarily concerned about dust control during construction and asked that a dust control plan be a condition of approval for the subdivision. Other concerns/comments from the Neighborhood Council included:

1. Whether the project would be tax exempt. The representative clarified that the project was not tax exempt.
2. Increased traffic on 26th and 23rd Streets South.
3. If improvements would be made to the intersection of 10th Avenue South and 23rd Street South.
4. Maintenance of the westerly lot that is not being developed at this time.
5. Water/sewer capacity in the area.

There was no vote at the meeting about the project. Additionally, Staff received one email regarding a concern for increased traffic on 23rd Street South.

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: Providing services is expected to be an additional cost to the City. Any increased costs may be covered by increased tax revenues from improved properties.

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 State Statute.

Attachments/Exhibits:

- Annexation Agreement
- Development Agreement
- Aerial Photo
- Resolution 10040 with Attachment A
- Ordinance 3114 with Attachment A
- Basis of Decision
- Conceptual Site Plan for Talus Apartments
- Amended Plat
- Findings of Fact
- Traffic Analysis

Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
Patty Cadwell, Neighborhood Council Coordinator
Trevor McSpadden, Morrison-Maierle, Inc., tmcspadden@m-m.net
Matt Ekstrom, Morrison Maierle, Inc., mekstrom@m-m.net
Jim McLeod, The Farran Group, jmcleod@thefarrangroup.com
Jana Cooper, TD&H, Jana.Cooper@tdhengineering.com
John Sheffels, 39 Prospect Drive, Great Falls, MT 59401

ANNEXATION AGREEMENT FOR
THE AMENDED PLAT OF LOT 2,
MEDICAL TECH PARK
MINOR SUBDIVISION,
SE1/4, SECTION 18,
TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M.,
CASCADE COUNTY, MONTANA

1. PREFACE

The following is a binding Agreement dated this _____ day of _____, 2013, between, JOHN H. SHEFFELS , ROBERT W. DEAN REVOCABLE TRUST and THE SPENCER FAMILY TRUST, and/or their successors and/or 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 annexation to the corporate limits of City, of the Amended Plat of Lot 2, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, hereinafter referred to as “Subject Property.”

2. SUPPORTING DOCUMENTS

- A. Amended Plat of Lot 2, Medical Tech Park Minor Subdivision, prepared by Morrison-Maierle, Inc., and filed of record in the Clerk and Recorder’s Office of Cascade County, Montana.
- B. Final engineering drawings, specifications and cost estimates prepared by Morrison-Maierle, Inc., consisting of documents for sanitary sewer mains, water mains, drainage improvements, curb and gutter, paving, sidewalk and conduit for wiring for potential future public roadway lighting facilities. Said drawings and specifications are on file in the City Engineer’s office.
- C. Development Agreement executed by Great Falls Apartment, LLC, dated November 25, 2013, and all its attachments and supporting documents, the terms and conditions of which are fully incorporated herein by this reference.

3. FUTURE REIMBURSEMENTS

- A. Owner shall pay from escrowed monies specified above the full cost of a future installation of an 8-inch water main in 26th Street South abutting the Subdivision, but shall be entitled to reimbursement for one-half of the actual out-of-pocket cost from the owner of the property to the east (Lot 1B3A, Block 1, Mount Olivet Subdivision, Section 17, T20N, R4E, PMM, Cascade County, Montana), upon annexation of same to City.
- B. Owner shall pay from escrowed monies specified above the full cost of a future installation of an 8-inch water main to be in 23th Street South abutting the Subdivision, but shall be entitled to reimbursement for one-half of the actual out-of-pocket cost from the owner of the property to the west (Lot 4, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana), upon annexation of same to City.
- C. Owner, shall pay from escrowed monies specified above the full cost of a future installation of an 8-inch sanitary sewer main to be installed in 23rd Street South abutting the Subdivision, but shall be entitled to reimbursement for one-half of the actual out-of-pocket cost from the owner of the property to the west (Lot 4, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana), upon annexation of same to City.
- D. Owner shall pay the full cost of the 15-inch storm drain, to be installed immediately along 23rd Street South between the end of the existing storm drain and the abutting Subdivision, but shall be entitled to reimbursement for one-half of the actual out-of-pocket cost from the owner of the property to the west (Lot 4, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana), upon annexation of same to City.
- E. Owner, shall pay from escrowed monies specified above the full cost of a future installation of an fifteen inch (15”) storm drain to be installed in 23rd Street South abutting the Subdivision, but shall be entitled to reimbursement for one-half of actual out-of-pocket cost from the owner of the property to the west (Lot 4, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana), upon annexation of same to City.
- F. Owner shall provide the City with documentation of its actual out-of-pocket costs of the installation of the hereinabove mentioned water mains, sanitary sewer mains and storm drain within twelve (12) months after approval and acceptance thereof by City. In the event of Owner’s failure to provide City with said cost data, City shall not be obliged to undertake collection of the reimbursement provided for herein, and the responsibility for collection thereof shall be that of Owner, its heirs, successors and assigns. Failure of Owner to provide City with said cost data for reimbursement as herein required shall in no way alter the obligation of any other party to make reimbursement as provided for herein, said failure affecting only City’s obligation to assist in collection thereof.

4. DESIGN OF PUBLIC INFRASTRUCTURE TO BE INSTALLED IN FUTURE

Owner agrees to complete the design and prepare the plans for the portion of the street, water main, sanitary sewer main, and storm drain improvements which monies are being escrowed.

5. 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, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to adverse soil or groundwater conditions on the Subject Property but not including the public right-of-way to be divided by the Developer to the City which shall be the sole responsibility of the City. For purposes of this Section 9, the phrase “adverse soil or groundwater conditions” shall relate strictly to settling or other conditions associated with the composition of the soil which are not the result of any contamination. This indemnity obligation runs with the land. Upon the transfer of ownership of the Subject Property, the prior owner’s (whether the Owner that enters into this Annexation Agreement or a subsequent owner) indemnity obligation for adverse soil or adverse groundwater conditions for the transferred property is released as to that owner 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, fine, penalty, obligation or cost is obligated to indemnify and no owner of 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.

6. SITE DUST MITIGATION

When the disturbance of land (e.g. grading) or construction activity has the potential to result in a significant increase of fugitive dust, the Developer shall take measures to mitigate and reduce resulting dust according to a City approved Dust Control Plan. Said Plan shall be submitted to, reviewed by, and approved by the City prior to any disturbance of land in the subject property.

7. RESTRICTIONS ON BUILDING PERMITS AND OCCUPANCY

Building permits for 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 residential structure on Subject Property until street improvements and water and sanitary sewer mains related to Subject Property have been installed, tested and accepted by City, which acceptance will not be unreasonably withheld by City.

8. RESTRICTIONS ON DEVELOPMENT OF LOT 2A, MEDICAL TECH PARK MINOR SUBDIVISION

As plans for development associated with the proposed Lot 2A, of the Subject Property have presently not been formalized, Owner hereby agrees not to place or erect any structure requiring water and/or sanitary sewer service upon said Lot 2A or attempt to further subdivide the area defined by said Lot 2A until development plans and financing for the necessary infrastructure to serve said Lot 2A have been reviewed and approved by City’s Planning and Community Development and Public Works Departments.

9. MAINTENANCE DISTRICTS

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

10. FUTURE STORM DRAINAGE FACILITIES

Owner waives its right to protest any future area wide special improvement district for storm drainage facilities and further agrees to pay for its proportionate share of any future storm drainage improvements that service the 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.

11. PUBLIC ROADWAY LIGHTING

Owner waives its right to protest any future special lighting district for public roadway lighting facilities that service the Subject Property, and further agrees to pay for its proportionate share of the costs associated with roadway lighting which services the Subject Property that may be installed with or without a special lighting district.

12. SIDEWALKS

Within two (2) years of the date of this Agreement or the installation of curb and gutter for the adjacent public streets (whichever occurs first), Owner agrees to complete the installation of standard sidewalk in the public right-of-way in accordance with the drawings and specifications referenced in Paragraph 2.B above and filed in the City Engineer’s office.

13. WAIVER OF PROTEST OF ANNEXATION

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

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

A. After the public utilities, drainage and street improvements described in Paragraph 2.B. above 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. Owner and/or its contractor shall guarantee said improvements referenced above against defective work and materials for a period of two (2) years from date of acceptance of the completed improvements by City.

B. Installation of the public utilities and street improvements described in Paragraph 2.B above, shall be subject to City’s infrastructure inspection policy in place at the time of installation.

15. 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.

16. CITY ACCEPTANCE AND ZONING

In consideration of the foregoing, City hereby accepts and approves the Amended Plat of Lot 2, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of R-6 Multi-family high density district and M-1 Mixed-use. It is hereby understood that this does not preclude City from reclassifying Subject Property if an area wide reclassification is undertaken, in which event City agrees to reclassify said Subject Property as a conforming use.

17. ADHERENCE TO SITE PLAN

Owner hereby agrees that development upon Subject Property shall be substantially in accordance with the Site Plan approved in conjunction with said Subject Property and applicable City Codes, and the terms and conditions contained in this Agreement.

18. DESIGN REVIEW BOARD

Owner hereby agrees to apply for and obtain Design Review Board approval of the site plans and structures proposed to be constructed and/or modified on parcels within the Subject Property, including landscaping, signage, yard lighting and sight-obscuring fence or other such improvements, as defined by the Design Review Board.

19. 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, including but not limited to any subsequent Purchaser, of all or part of the property identified herein, 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. Upon transfer of all the interest in the land the prior owners shall be relieved of all obligations under this Agreement.

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

THE CITY OF GREAT FALLS, MONTANA
A Municipal Corporation of the State of Montana

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

PROPERTY OWNERS

John H. Sheffels

State of Montana)

:ss.

County of Cascade)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John H. Sheffels, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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

(NOTARIAL SEAL)

Notary Public for the State of Montana (Printed)
Residing at _____
My commission Expires _____, 20_____

SPENCER FAMILY TRUST

By: _____

Bruce M. Spencer

Its: _____

State of Montana)

:ss.

County of Lewis and Clark)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Bruce M. Spencer, known to me to the person whose name is subscribed to the instrument within and acknowledged to me that he executed the same.

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

(NOTARIAL SEAL)

ROBERT W. DEAN REVOCABLE TRUST

Notary Public for the State of Montana

Notary Public for the State of Montana (Printed)
Residing at _____
My commission Expires _____, 20_____

By: _____

Robert W. Dean

Its: _____

State of Arizona)

:ss.

County of _____)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert W. Dean, known to me to be the person whose name is subscribed to the instrument within and acknowledged to me that he executed the same.

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

(NOTARIAL SEAL)

Notary Public for the State of Arizona

Notary Public for the State of Arizona (Printed)
Residing at _____
My commission Expires _____, 20_____

**DEVELOPMENT AGREEMENT FOR
THE AMENDED PLAT OF LOT 2,
MEDICAL TECH PARK
MINOR SUBDIVISION,
SE1/4, SECTION 18,
TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M.,
CASCADE COUNTY, MONTANA**

1. PREFACE

The following is a binding Agreement dated this 25 day of November, 2013, between, GREAT FALLS APARTMENT, LLC, a Montana limited liability company and/or assigns(hereinafter referred to as "Developer") and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana(hereinafter referred to as "City") regarding the requirements for annexation and development within the corporate limits of the City, particularly located on the Amended Plat of Lot 2, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, hereinafter referred to as "Subject Property."

2. SUPPORTING DOCUMENTS

A. Amended Plat of Lot 2, Medical Tech Park Minor Subdivision, prepared by Morrison-Maierle, Inc., and filed and recorded in the Clerk and Recorder's Office of Cascade County, Montana.

B. Final engineering drawings, specifications and cost estimates prepared by Morrison-Maierle, Inc., providing for the design of sanitary sewer mains, water mains, drainage improvements, curb and gutter, paving, sidewalk and conduit for wiring for potential future public roadway lighting facilities. Said drawings and specifications are on file in the City's Engineering Division.

C. Loan commitment letter dated _____, 2013, by _____ Bank of _____, to indicate the capability of Owner to pay for the public improvements referenced in Paragraph 2B hereinabove. A copy of the same is filed in the office of the Great Falls Planning and Community Development Department.

3. AMENDMENTS

Minor changes to engineering documents and revisions to the engineering drawings as are deemed appropriate and necessary by the 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 revision 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 written change order approved by City's Public Works Department.
- D. "As Built" reproducible drawings shall be supplied to City's Engineering Division 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 Developer.

4. UNFORESEEN POTENTIALITIES

It is mutually recognized, understood and agreed by City and Developer that subsequent to the date of this Agreement, events may occur and actions may be taken which were unforeseen by either party or both parties hereto. It is, therefore, agreed that the parties may by mutual subsequent written agreement modify the terms, conditions and covenants of this Agreement.

5. FEES AND CHARGES

A. Prior to annexation of the Subject Property, Developer shall pay, and deposit into escrow, as the case may be, the following fees as provided by City policy and resolution;

a. Storm Sewer Fee (\$250/acre x 11.59 acres)	\$ 2,897.50
b. Park Fee in Lieu of Land Dedication (216 dwelling units x 0.03 acres per dwelling unit = 6.48 acres (282,268.8 sq. ft.) x 11% x \$0.35 per s.f.)	\$ 10,867.35
c. Escrow for completion of 26 th Street South water main improvements:	\$ 48,312.00
d. Escrow for completion of 23 rd Street South street improvements:	\$ 19,855.800
e. Escrow for completion of 23 rd Street South storm drain improvements:	\$ 12,720.00
f. Escrow for completion of 23 rd Street South sanitary sewer improvements:	\$ 12,000.00
g. Escrow for completion of 23 rd Street South water main improvements:	\$ 8,760.00
h. Recording fees for Agreement and Resolution (\$11 per page x 11 pages)	\$ 121.00
<hr/>	
Total fees made payable to City of Great Falls	\$ 115,533.65

The escrow deposits referenced in subparagraphs 5Ab through g inclusive above shall be subject to and governed by the escrow provisions set forth in Section 6D below.

These fees are in addition to the \$700 fee for establishing City zoning, \$100.00 fee for Resolution, and \$600.00 fee for Minor Subdivision, which have been paid.

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

6. PUBLIC INFRASTRUCTURE IMPROVEMENTS

A. 21ST AVENUE SOUTH PUBLIC IMPROVEMENTS

Within two years of the date of Annexation of the property identified above, pursuant to an annexation agreement, Developer hereby agrees to dedicate 21st Avenue South across its northerly frontage and the Southern boundaries of the Centene Corporation Property and the Great Falls Port Authority real property from 23rd Street South to 26th Street South as a part of the Amended Plat of Lot 2, Medical Tech Park Minor Subdivision as depicted in detail and with specificity on Exhibit "A" attached hereto and by this reference incorporated herein. In this regard, the Developer shall dedicate to the City of Great Falls the portion of the public road easement and right-of-way consisting of the strip of real property thirty feet (30 feet) wide traversing the northern boundary of the Developer's property as depicted in detail on the specificity on the preliminary plat and Exhibit "A" attached. The parties further acknowledge and agree that subject to the terms and conditions of the Memorandum of Understanding made and entered into by and among the Developer, Centene Corporation and Great Falls Port Authority, whereby Centene Corporation and the Great Falls Port Authority have agreed to dedicate to the City of Great Falls the portion of the public road easement and right-of-way consisting of the strip of real property thirty feet (30 feet) wide traversing the southern boundaries of Lots 1A and 2A as depicted in detail on the specificity on the preliminary plat in Exhibit "A" attached. Developer further agrees to construct 21st Avenue South, as a 35-foot wide (60-foot right-of-way) local urban design standard (paving, curb, gutter, and sidewalk).

There is an existing 30-foot utility easement on Lots 1A & 1B, Medical Tech Park Minor Subdivision (north of subject property). The 21st Avenue South public improvements referenced above will require the dedication of said utility easement as public right-of-way. Cooperation with the property owner to the north of the Subject Property will be required. The ultimate alignment of 21st Avenue South will be subject to the dedication of said easement. If Developer is unable to secure said easement, it shall be the responsibility of the Developer to provide the full 60-foot right-of-way for 21st Avenue South on the Subject Property.

Within two years of the date of Annexation of the property identified above, pursuant to an annexation agreement, Developer hereby agrees to install an 8-inch sanitary sewer main in the proposed 21st Avenue South right-of-way from its existing location in 23rd Street South, easterly to the furthest building location of the Subject Property.

Within (30) days of acceptance of the installations and appropriate billing, including Developer's provision of documentation supporting said costs, City agrees to reimburse the Owner 25% of the Owner's actual out-of-pocket costs to install 21st Avenue South public street improvements, not to exceed \$56,400.

B. 23th STREET SOUTH PUBLIC IMPROVEMENTS

Developer hereby agrees to escrow monies to pay for the full cost to extend a standard City roadway section paving, curb & gutter, water main, sewer main and storm drain in 23rd Street South to the southerly boundary of the Subject Property a length of 80 lineal feet (see Item 5 above for estimated improvement costs). Subject to the escrow requirements set forth in Section 6D below, a certificate of deposit shall be deposited into escrow in the names of the Developer and City to cover the estimated escrow costs specified in Item 5 above. When the actual out-of-pocket costs of the above referenced roadway and utility improvements are definitely determined after completion, amounts equal to said costs shall be transferred from the Escrow Agent described in Section D below to City. Upon said transfer(s), any remaining balance in the above referenced financial surety shall be released by the Escrow Agent to Developer.

Developer further agrees to install sidewalk on the eastern side of 23rd Street South at such time as development occurs on Lot 2A of the Amended Plat of Lot 2, Medical Tech Park Minor Subdivision.

Within two years of the date of Annexation of the property identified above, pursuant to an annexation agreement, Developer hereby agrees to install a 15-inch storm sewer main in 23rd Street South right-of-way from its existing location near the intersection of 21st Avenue South and 23rd Street South, southerly to the current south end of the 23rd Street South right-of-way.

C. 26TH STREET SOUTH PUBLIC IMPROVEMENTS

Subject to the escrow provisions set forth in Section 6D below, Developer hereby agrees to escrow monies for the full cost to extend an eight inch (8") water main southward in 26th Street South from its existing location to the south boundary of the Subject Property extended (see Item 5 above for estimated improvement cost). A certificate of deposit shall be deposited into escrow pursuant to Section 6D below in the names of the Developer and City to cover the estimated escrow costs specified in Item 5 above. At such time should the actual out-of-pocket cost of the above referenced roadway improvements are definitely determined, amounts equal to said costs shall be transferred by the escrow agent from the above referenced certificates of deposit to City. Upon said

transfer(s), any remaining balance in the above referenced certificates of deposit shall be released by the escrow agent to Developer.

D. ESCROW

All proceeds described in this Development Agreement for deposit into escrow including but not limited to the escrow deposits described in Section 5Ab through g inclusive above, Sections 6B and C, and Section 7A through F, inclusive below shall upon execution of this Development Agreement be deposited into an escrow account at First American Title Company of Great Falls, Montana (the "Escrow Agent" for purposes of this Agreement) and shall be held by the Escrow Agent pending full and final satisfaction of the conditions to closing described in detail on the specificity in Section 24 below. In the event that the conditions to closing are not satisfied, the Escrow Agent shall fully refund all of the amounts deposited by the Developer into escrow along with the fees paid by the Developer pursuant to Section 5Aa and b, above. Upon full satisfaction of the conditions to closing, the Escrow Agent is instructed to release from escrow the proceeds on deposit and distribute the proceeds in accordance with the requirements of the specific Sections of this Development Agreement which deal with escrow deposits. All costs of the Escrow Agent shall be borne by Developer.

7. FUTURE REIMBURSEMENTS

The requirements hereinafter set forth are subject to the Closing Conditions of Section 24 below.

- A. Developer shall pay from escrowed monies specified above the full cost of a future installation of an 8-inch water main in 26th Street South abutting the Subdivision, but shall be entitled to reimbursement for one-half of the actual out-of-pocket costs from the owner of the property to the east (Lot 1B3A, Block 1, Mount Olivet Subdivision, Section 17, T20N, R4E, PMM, Cascade County, Montana), upon annexation of same to City. The City acknowledges and agrees that the Annexation Agreement shall contain an express provision memorializing the requirements of this subparagraph.
- B. Developer shall pay from escrowed monies specified above the full cost of a future installation of an 8-inch water main to be in 23th Street South abutting the Subdivision, but shall be entitled to reimbursement for one-half of the actual out-of-pocket costs from the owner of the property to the west (Lot 4, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana), upon annexation of same to City. The City acknowledges and agrees that the Annexation Agreement shall contain an express provision memorializing the requirements of this subparagraph.
- C. Developer, shall pay from escrowed monies specified above the full cost of a future installation of an 8-inch sanitary sewer main to be installed in 23rd Street South abutting the Subdivision, but shall be entitled to reimbursement for one-half of the actual out-of-pocket costs from the owner of the property to the west (Lot 4, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana), upon annexation of same to City. The City acknowledges and agrees that the Annexation Agreement shall contain an express provision memorializing the requirements of this subparagraph.

- D. Developer shall pay the full cost of the 15-inch storm drain, to be installed immediately along 23rd Street South between the end of the existing storm drain and the abutting Subdivision, but shall be entitled to reimbursement for one-half of the actual out-of-pocket costs from the owner of the property to the west (Lot 4, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana), upon annexation of same to City. The City acknowledges and agrees that the Annexation Agreement shall contain an express provision memorializing the requirements of this subparagraph.
- E. Developer, shall pay from escrowed monies specified above the full cost of a future installation of an fifteen inch (15") storm drain to be installed in 23rd Street South abutting the Subdivision, but shall be entitled to reimbursement for one-half of actual out-of-pocket costs from the owner of the property to the west (Lot 4, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana), upon annexation of same to City. The City acknowledges and agrees that the Annexation Agreement shall contain an express provision memorializing the requirements of this subparagraph.
- F. Developer shall provide the City with documentation of its actual out-of-pocket costs of the installation of the hereinabove mentioned water mains, sanitary sewer mains and storm drain within twelve (12) months after approval and acceptance thereof by City. In the event of Developer's failure to provide City with said cost data, City shall not be obliged to undertake collection of the reimbursement provided for herein, and the responsibility for collection thereof shall be that of Owner, its heirs, successors and assigns. Failure of Developer to provide City with said cost data for reimbursement as herein required shall in no way alter the obligation of any other party to make reimbursement as provided for herein, said failure affecting only City's obligation to assist in collection thereof. The City acknowledges and agrees that the Annexation Agreement shall contain an express provision memorializing the requirements of this subparagraph.

8. DESIGN OF PUBLIC INFRASTRUCTURE TO BE INSTALLED IN FUTURE

Subject to the Closing Conditions described in Section 24 below, Developer agrees to complete the design and prepare the plans for the portion of the street, water main, sanitary sewer main, and storm drain improvements which monies are being escrowed.

9. SOIL AND/OR GROUNDWATER CONDITIONS

Subject to the Closing Conditions described in Section 24 below, the Owner/Developer 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, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to adverse soil or groundwater conditions on the Subject Property but not including the public right-of-way to be divided by the Developer to the City which shall be the sole responsibility of the City. For purposes of this Section 9, the phrase "adverse soil or groundwater conditions" shall relate strictly to settling or other conditions associated with the composition of the soil which are not the result of any contamination. This indemnity obligation runs with the land. Upon the transfer of ownership of the Subject

Property, the prior owner's (whether the Owner/Developer that enters into this Development Agreement or a subsequent owner) indemnity obligation for adverse soil or adverse groundwater conditions for the transferred property is released as to that owner 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, fine, penalty, obligation or cost is obligated to indemnify and no owner of property is obligated to indemnify for adverse conditions on property owned by someone else.

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

10. SITE DUST MITIGATION

When the disturbance of land (e.g. grading) or construction activity has the potential to result in a significant increase of fugitive dust, the Developer shall take reasonable measures to mitigate and reduce resulting dust according to a City approved Dust Control Plan. Said Plan shall be submitted to, reviewed by, and approved by the City prior to any disturbance of land in the Subject Property.

11. RESTRICTIONS ON BUILDING PERMITS AND OCCUPANCY

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

12. RESTRICTIONS ON DEVELOPMENT OF LOT 2A, MEDICAL TECH PARK MINOR SUBDIVISION

As plans for development associated with the proposed Lot 2A, of the Subject Property have presently not been formalized, Developer hereby agrees not to place or erect any structure requiring water and/or sanitary sewer service upon said Lot 2A or attempt to further subdivide the area defined by said Lot 2A until development plans and financing for the necessary infrastructure to serve said Lot 2A have been reviewed and approved by City's Planning and Community Development and Public Works Departments.

13. INFRASTRUCTURE EASEMENTS

Subject to the Closing Conditions described in Section 24 below, Developer hereby agrees to provide to City, prior to Developer receiving service from said water, sanitary sewer systems and storm drain system, reasonable appropriate easements to accommodate said water, sanitary sewer and storm drain systems to serve Subdivision. Developer further agrees to provide, when reasonably deemed necessary by City, any additional easements within the Subdivision to accommodate future infrastructure, including, but not limited to, the sanitary sewer mains, water mains, storm drainage improvements, paving, sidewalk, conduit for wiring for potential future public roadway lighting facilities, curb and gutter, referenced in

Paragraph 6 herein, with the location of said easements to be determined mutually between Developer and City.

14. MAINTENANCE DISTRICTS

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

15. FUTURE STORM DRAINAGE FACILITIES

Developer hereby agrees to waive its right to protest any future area wide special improvement district for storm drainage facilities and further agrees to pay for its proportionate share of any future storm drainage improvements that service the 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. PUBLIC ROADWAY LIGHTING

Developer hereby agrees to waive its right to protest any future special lighting district for public roadway lighting facilities that service the Subject Property, and further agrees to pay for its proportionate share of the costs associated with roadway lighting which services the Subject Property that may be installed with or without a special lighting district.

17. SIDEWALKS

Subject to the Closing Conditions described in Section 24 below, within two years of the date of Annexation of the property identified above, pursuant to an annexation agreement, or the installation of curb and gutter for the adjacent public streets (whichever occurs first), developer agrees to complete the installation of standard sidewalk in the public right-of-way in accordance with the drawings and specifications referenced in Paragraph 2B above and filed in the City Engineer's office.

18. WAIVER OF PROTEST OF ANNEXATION

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

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

A. After the public utilities, drainage and street improvements described in Paragraph 2B above 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. Developer and/or its contractor shall guarantee said improvements referenced above against defective work and materials for a period of two (2) years from date of acceptance of the completed improvements by City.

B. Installation of the public utilities and street improvements described in Paragraph 2.B above, shall be subject to City's infrastructure inspection policy in place at the time of installation.

20. 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.

21. ADHERENCE TO SITE PLAN

Developer hereby agrees that development upon Subject Property shall be substantially in accordance with the Site Plan approved in conjunction with said Subject Property and applicable City Codes, and the terms and conditions contained in this Agreement.

22. DESIGN REVIEW BOARD

Developer hereby agrees to apply for and obtain Design Review Board approval of the site plans and structures proposed to be constructed and/or modified on parcels within the Subject Property, including landscaping, signage, yard lighting and sight-obscuring fence or other such improvements, as defined by the Design Review Board.

23. 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, including but not limited to any subsequent Purchaser, of all or part of the property identified herein, 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.

24. CLOSING CONDITIONS

The parties acknowledge and agree that the Developer's responsibility to perform its obligations under this Development Agreement are expressly contingent upon the following:

1. Formal approvals of this Development Agreement by the Commission of the City of Great Falls;
2. Consummation of the closing of the Subject Property by the Developer; and
3. Formal approval by the Commission of the City of Great Falls of the Developer's application for annexation, zoning and subdivision of the Subject Property.

The parties further acknowledge and agree that the Conditions to Closing as described in detail and with specificity set forth above shall occur on or before January 7, 2014 unless extended in writing by mutual agreement of the parties. In the event that any of the Conditions of Closing remain unsatisfied following the expiration of the January 7, 2014

deadline referenced in the preceding sentence, all fees and proceeds deposited by the Developer with the Escrow Agent shall be returned to the Developer.

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

THE CITY OF GREAT FALLS, MONTANA
A Municipal Corporation of the State of Montana

Gregory T. Doyon, City Manager

ATTEST:

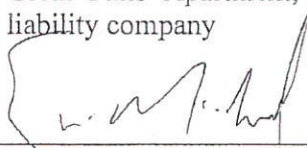
Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Developer:
Great Falls Apartment, LLC a Montana limited liability company



By: Jim McLeod, Managing Member

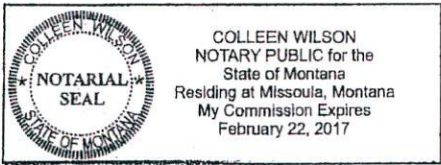
State of Montana)

:ss.


County of Cascade)

On this 25 day of Nov, in the year Two Thousand and Thirteen, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jim McLeod, known to me to be the person whose name is subscribed to the instrument within and acknowledged to me that he executed the same.

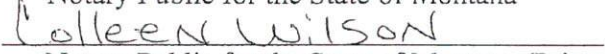
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



(NOTARIAL SEAL)



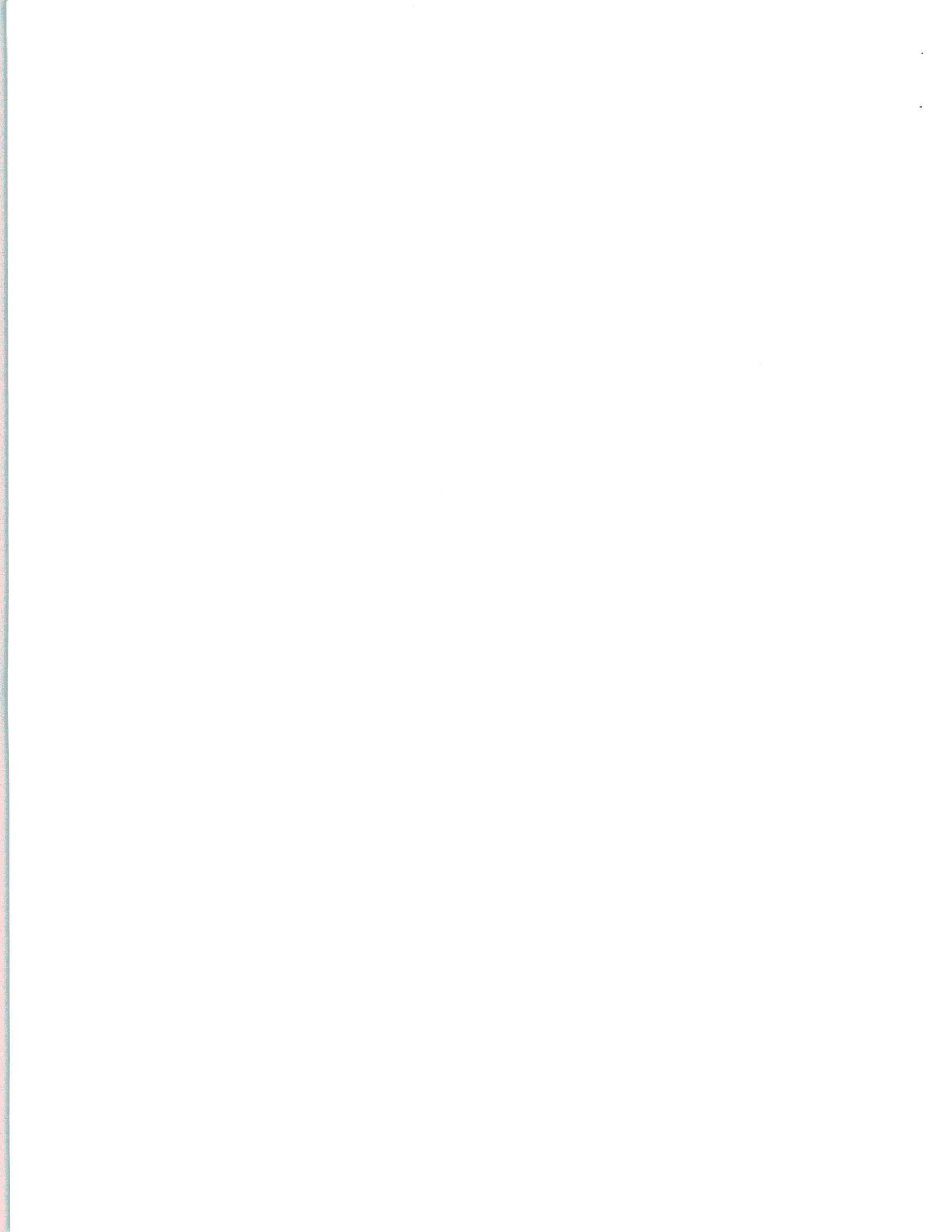
Notary Public for the State of Montana



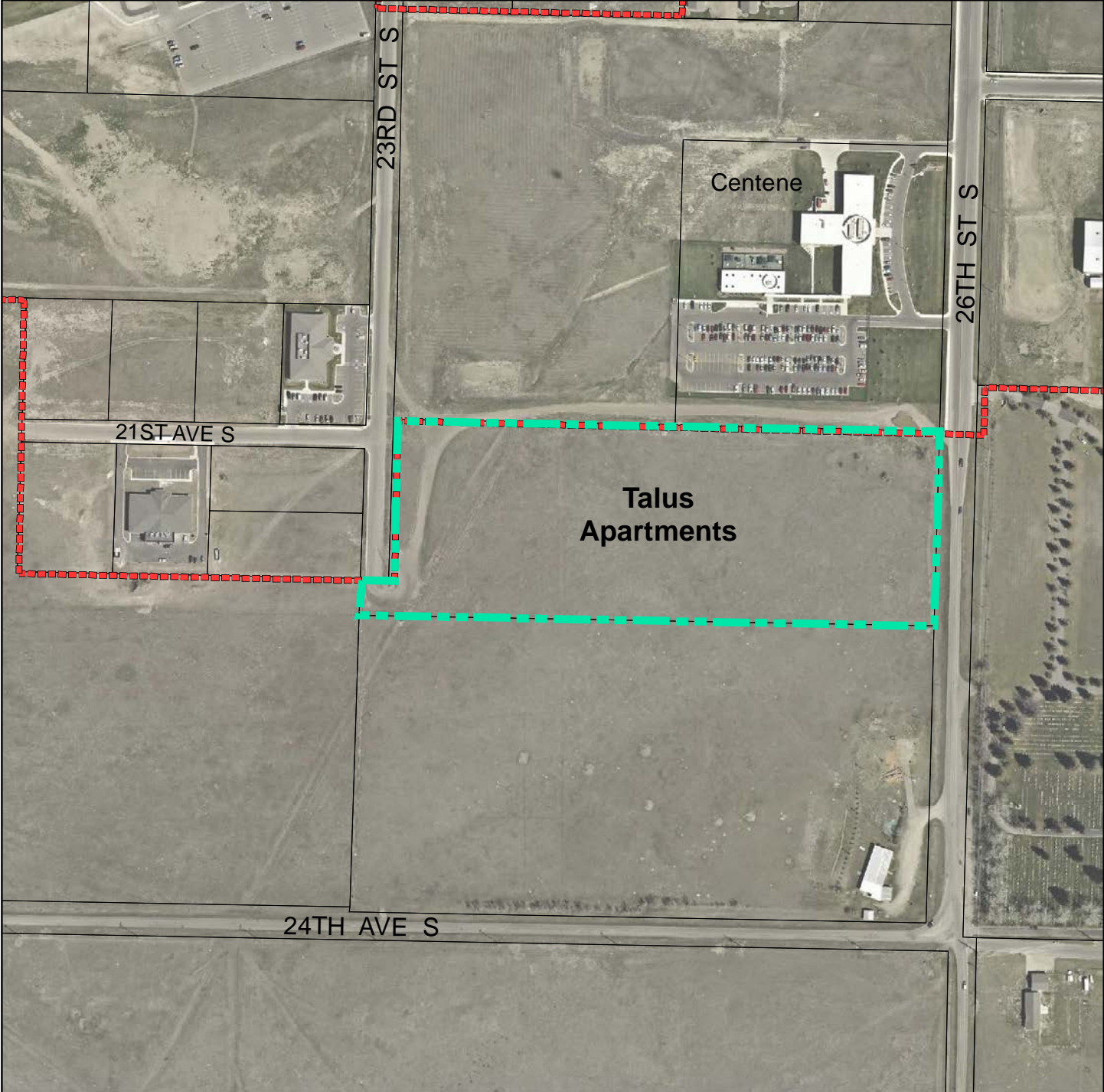
Notary Public for the State of Montana (Printed)




Residing at Missoula, MT

My commission Expires Feb. 17, 2017



Aerial Photo



-  Talus Apartments
-  City Limits
-  Tracts of Land

330 165 0 330 Feet



Talus Apartments

RESOLUTION 10040

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE LOT 2, MEDICAL TECH PARK MINOR SUBDIVISION, AND A PORTION OF 26th STREET SOUTH LOCATED IN THE SE1/4, SECTION 18, TOWNSHIP 20 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, certain tracts or parcels of land situated in the County of Cascade, State of Montana, and described as follows:

Lot 2, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, T20N, R4E, P.M.M., Cascade County, Montana, and containing ±1.59 acres;

and,

A segment of 26th Street South, in the vicinity of 21th Avenue South, in SE1/4, Section 18, Township 20 North, Range 4 East, P.M.M. Cascade County, Montana, and containing ±0.77 acres, described as follows:

Commencing at the southeast corner of Lot 1B, of the Amended Plat of Lot 1 of the Medical Tech Park Minor Subdivision, being the true point of beginning; thence east a distance of 80 feet to a point on the easterly right-of-way line of 26th Street South; thence south along the easterly right-of-way line of 26th Street South, a distance of 420.64 feet to a point which is on the easterly right-of-way line of 26th Street South; thence west a distance of 80 feet to the southeast corner of Lot 2, Medical Tech Park Minor Subdivision, being a point which is on the westerly right-of-way line of 26th Street South; Thence north along the westerly right-of-way line of 26th Street South, a distance of 420.64 feet to the point of beginning; containing in all ±12.36 acres, as shown on Attachment A and according to the Amended Plat of the Medical Tech Park Minor Subdivision.

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 Lot 2, Medical Tech Park Minor Subdivision has submitted a petition to have said tract annexed into the City of Great Falls; and,

WHEREAS, Section 7-2-4211 Montana Code Annotated provides that in all instances of municipal annexation allowed under parts 42 through 47 of Title 7, Chapter 2, the municipality shall include the full width of any public streets or roads, including the rights-of-way, that are adjacent to the property being annexed.

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 2, MEDICAL TECH PARK MINOR SUBDIVISION, AND A PORTION OF 26th STREET SOUTH LOCATED IN THE SE1/4, SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M. CASCADE COUNTY, MONTANA,” and more specifically shown on the attached Attachment A.

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 4th day of March, 2014.

Michael J. Winters, Mayor

ATTEST:

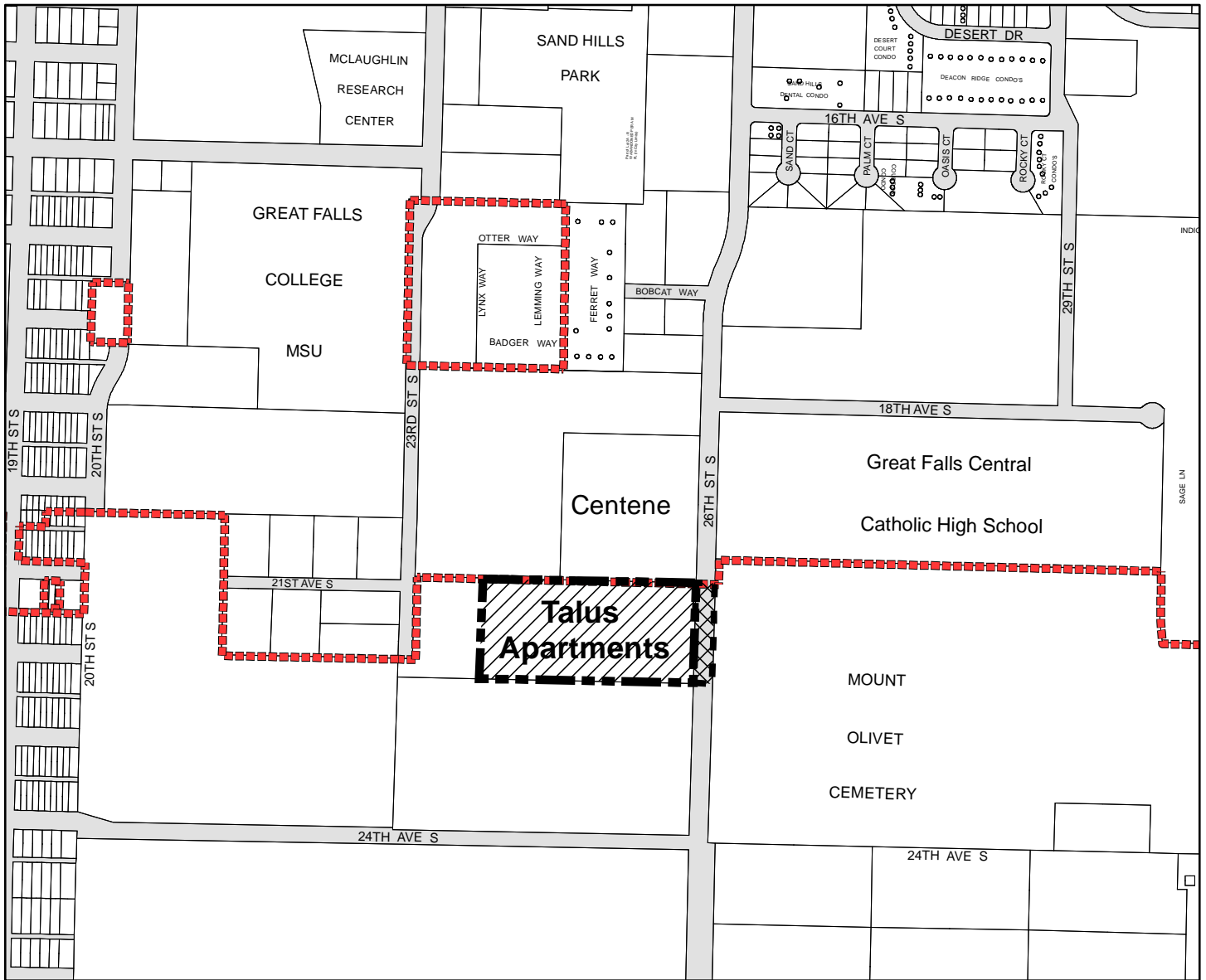
Lisa Kunz, City Clerk






(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Resolution 10040 Attachment A



-  Talus Apartments
-  26th Street South
-  City Limits
-  Tracts of Land
-  Right of Way



ORDINANCE 3114

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-6 MULTI-FAMILY RESIDENTIAL HIGH DENSITY DISTRICT TO LOT 2B AND M-1 MIXED-USE DISTRICT TO LOT 2A OF THE AMENDED PLAT OF LOT 2, MEDICAL TECH PARK MINOR SUBDIVISION LOCATED IN THE SE1/4, SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M. CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, John H. Sheffels, et al c/o Bruce M. Spencer, in conjunction with The Farran Group have petitioned the City of Great Falls to annex Lot 2, Medical Tech Park Minor Subdivision consisting of ±11.59 acres, located in the SE1/4, Section 18, Township 20 North, Range 4 East, P.M.M. Cascade County, Montana; and,

WHEREAS, Montana Code Annotated 7-2-4211 requires annexation of roads and right-of-way that are adjacent to the property being annexed, in this case consisting of ±0.77 acres of 26th Street South; and,

WHEREAS, John H. Sheffels, et al c/o Bruce M. Spencer, in conjunction with The Farran Group have petitioned the City of Great Falls to subdivide Lot 2, Medical Tech Park Minor Subdivision into two lots, which will be heard by the City Commission at a Public Hearing scheduled for October 3, 2013; and,

WHEREAS, John H. Sheffels, et al c/o Bruce M. Spencer, in conjunction with The Farran Group have petitioned that the proposed Lot 2A of the Amended Plat of Lot 2, Medical Tech Park Minor Subdivision, the westerly lot, be assigned a zoning classification of M-1 Mixed-use district and the proposed Lot 2B of the Amended Plat of Lot 2, Medical Tech Park Minor Subdivision, the easterly lot, be assigned a zoning classification of R-6 Multi-family residential high density district, upon annexation to the City; and,

WHEREAS, notice of assigning said zoning classifications to the Amended Plat of Lot 2, Medical Tech Park Minor Subdivision was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 4th day of March, 2014, 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 Unified Land Development Code of the City of Great Falls.

Section 2. That the zoning classification be designated as R-6 Multi-family residential high density district for Lot 2B of the Amended Plat of Lot 2, Medical Tech Park Minor Subdivision, and M-1 Mixed-use district for Lot 2A of the Amended Plat of Lot 2, Medical Tech Park Minor Subdivision, as 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 the Amended Plat of Lot 2, Medical Tech Park Minor Subdivision, located in the SE1/4, Section 18, Township 20 North, Range 4 East, 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 of the City of Great Falls, Montana, on first reading February 4, 2014.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading March 4, 2014.

Michael J. Winters, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

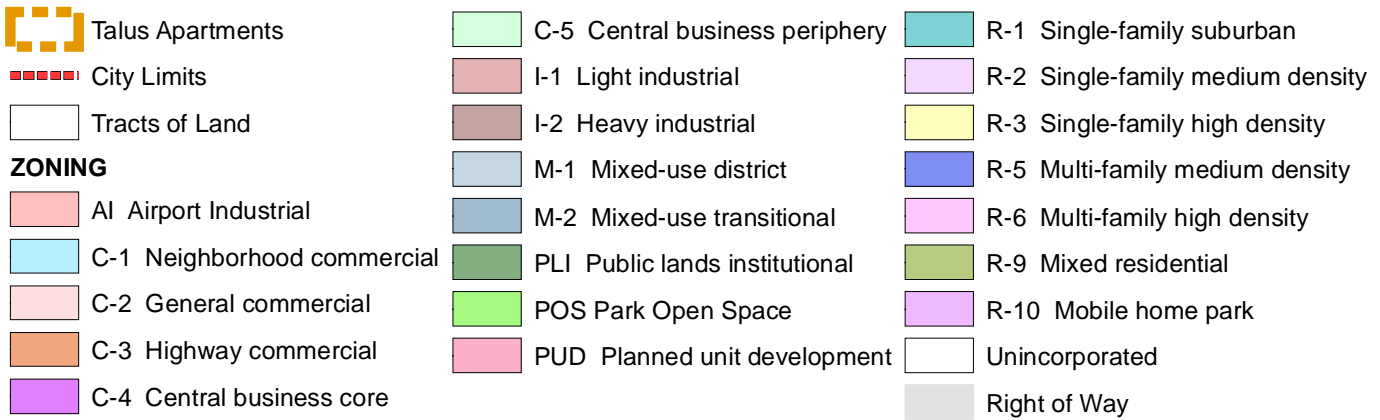
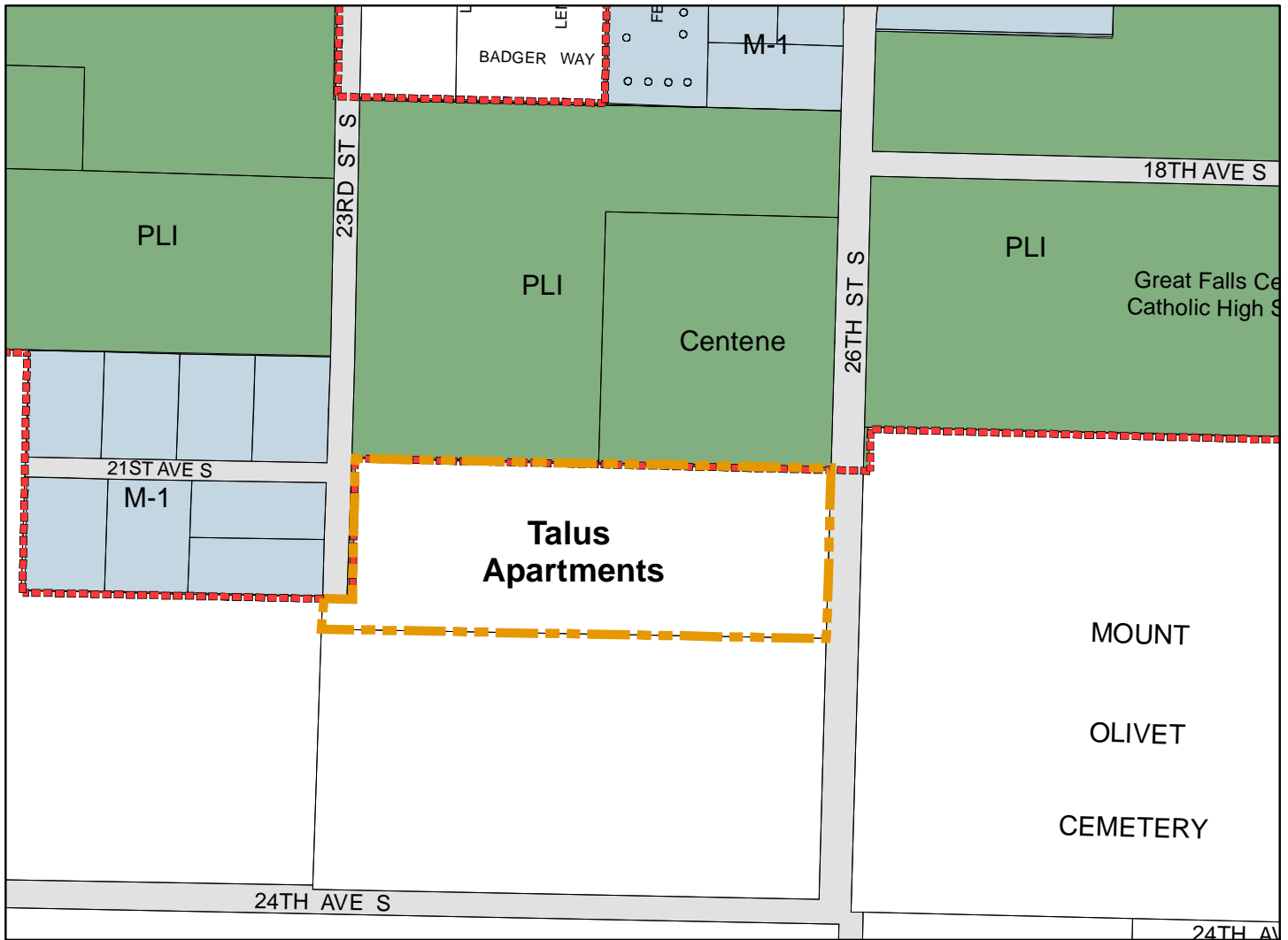
I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3114 in three conspicuous places within the limits of said City to-wit:

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

Lisa Kunz, City Clerk

(CITY SEAL)

Ordinance 3114 Attachment A



17.16.40.030 - Basis of decision.

The Zoning Commission's/Planning Board's recommendation and the City Commission's decision shall at a minimum consider the following criteria:

The amendment is consistent with and furthers the intent of the City's growth policy;

The proposed application is consistent with the City's growth policy (see Growth Policy Conformance). In terms of the *2005 Growth Policy*, the proposed project will provide more diversity in terms of housing stock and rental choices, meeting an existing demand and need in the City.

The amendment is consistent with and furthers adopted neighborhood plans, if any;

The City does not have any adopted neighborhood plans.

The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan, and sub-area plans.

The proposed project is consistent with other planning documents adopted by the City Commission. The proposed project does not fall under the purview of the Missouri River Urban Corridor Plan. The City's Transportation Planner has completed a traffic analysis (see Traffic Analysis) and has determined that the proposed project will increase traffic in the area, but not to an extent that will exceed capacity of the adjacent roadways. The subject property falls under the jurisdiction of the Medical District Master Plan. The intent of the plan was to be implemented on a project-by-project basis, based on the overall vision for the entire district as well as the Master Plan. The Master Plan promotes a mix of uses in the Medical District and, while specifically proposed the subject property for "Medical" use, has the flexibility to promote a number of uses throughout the District. Staff finds that the proposed multi-family apartment complex and mixed-use zoning designation of the subject property meets the intent of the Medical District Master Plan. Further the developer shall be required to meet the intent of the Design Guidelines proposed in the Plan including having the project reviewed by the Design Review Board.

The code with the amendment is internally consistent;

As proposed the project is consistent with the Official Code of the City of Great Falls and is consistent with applicable zoning code and regulations. The project is subject to review by the Planning and Community Development Department and the Design Review Board for consistency with applicable codes prior to construction. Any future development on the westerly lot of the subdivision will be reviewed by Staff prior to approval.

The amendment is the least restrictive approach to address issues of public health, safety, and welfare;

The City does not anticipate an increased concern related to this project regarding public health, safety and welfare. The proposed project will meet a need in terms of providing a wider range of rental choices and housing stock.

In this location, the R-6 and M-1 districts serve as a transition between commercial/public development to the north and potential single-family residential development to the south. The introduction of a new multi-family project, with amenities, meets a need in this community and

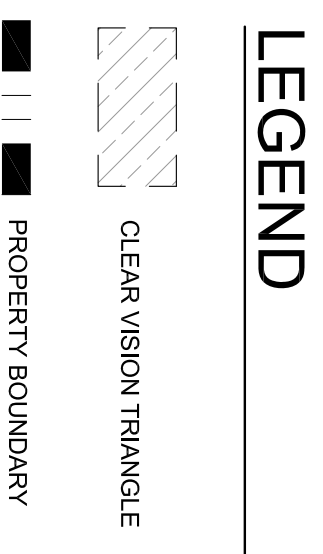
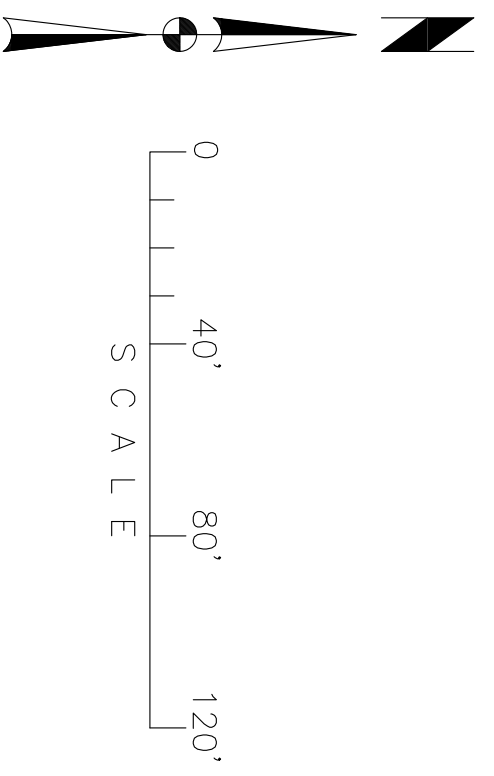
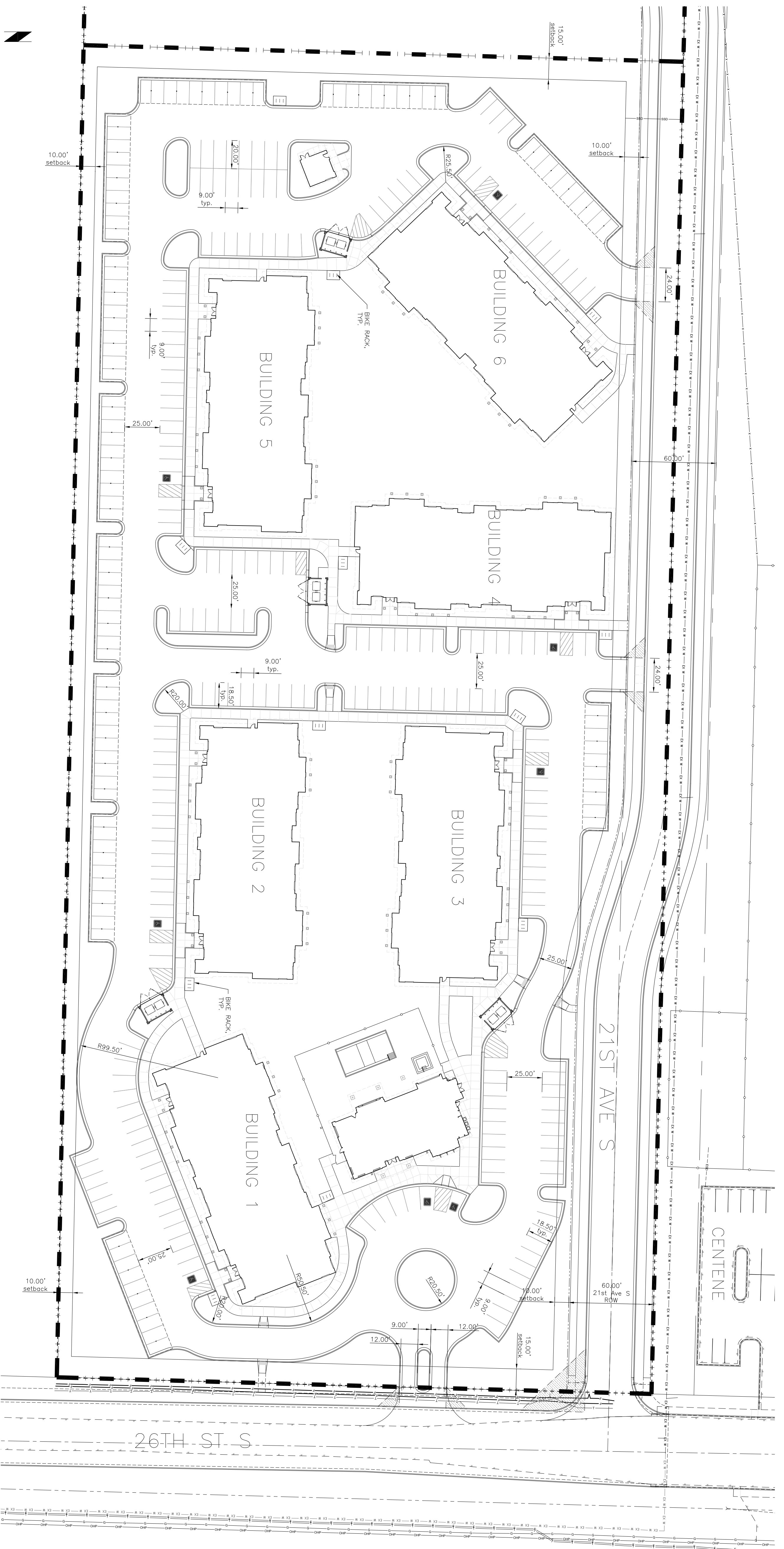
will complement the introduction of more primary job opportunities in the Medical District. Further, there is steady demand for rentals by servicemen and women from Malmstrom Air Force Base, students at UGF and Great Falls College MSU, and young professionals employed at Benefis/Great Falls Clinic and elsewhere throughout Great Falls.

Additionally, the completion of 21st Avenue South and upgrades to 26th Street South will positively contribute to the public's welfare.

Staff finds the amendment is the least restrictive approach to address issues of public health, safety, and welfare.

The City has or will have the financial and staffing capability to administer and enforce the amendment.

The City has the financial and staffing capability to administer and enforce the amendment.



PARKING DATA

CALCULATIONS		SPACES
TOTAL DWELLING UNITS	216: 1.5 PER DWELLING	324 SPACES
COMMUNITY BUILDING	3,815 SQ. FT.: 1 PER 500 SQ. FT.	8 SPACES
ADA PARKING	7 SPACES REQUIRED	8 SPACES PROVIDED
BIKE PARKING RECOMMENDED	1 PER 2 DWELLINGS	108 SPACES
BIKE PARKING PROVIDED	1 PER 6 DWELLINGS	36 SPACES
BIKE PARKING CREDIT	10 SPACES MAX	10 SPACES
TOTAL PARKING REQUIRED	332 LESS 10 FOR BIKE CREDIT	322 SPACES
TOTAL PARKING PROVIDED		332 SPACES

PRELIMINARY
NOT FOR
CONSTRUCTION

REV	DATE	REVISION

TD&H
Engineering

tdengineering.com

GREAT FALLS-BOZEMAN-KALISPELL-SHELBY MONTANA
SPokane WASHINGTON
LEWISTON IDAHO
WATFORD CITY NORTH DAKOTA

DRAWN BY:
DESIGNED BY:
QUALITY CHECK:
DATE: 12-19-13
JOB NO. 13-282
FIELDBOOK XX

**TALUS APARTMENTS
GREAT FALLS, MONTANA**

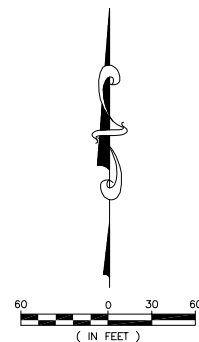
SHEET

AMENDED PLAT

FOR THE AMENDED PLAT of LOT 2 OF THE MEDICAL TECH PARK MINOR SUBDIVISION,
SITUATED IN THE SE1/4 SECTION 18, T20N, R4E, P.M., CITY OF GREAT FALLS,
CASCADE COUNTY, MONTANA

OWNERS
JOHN H. SHEFFELS ET AL.
39 PROSPECT DR.
GREAT FALLS, MT 59405-4123

PURPOSE
TO SUBDIVIDE LOT 2
TO CREATE 2 LOTS



LOT 2, BLOCK 1
AMENDED VO-TECH ADDITION
EMERSON VENTURES II L.P.
P.O. BOX 1369
COLUMBUS, NC 28722-1369

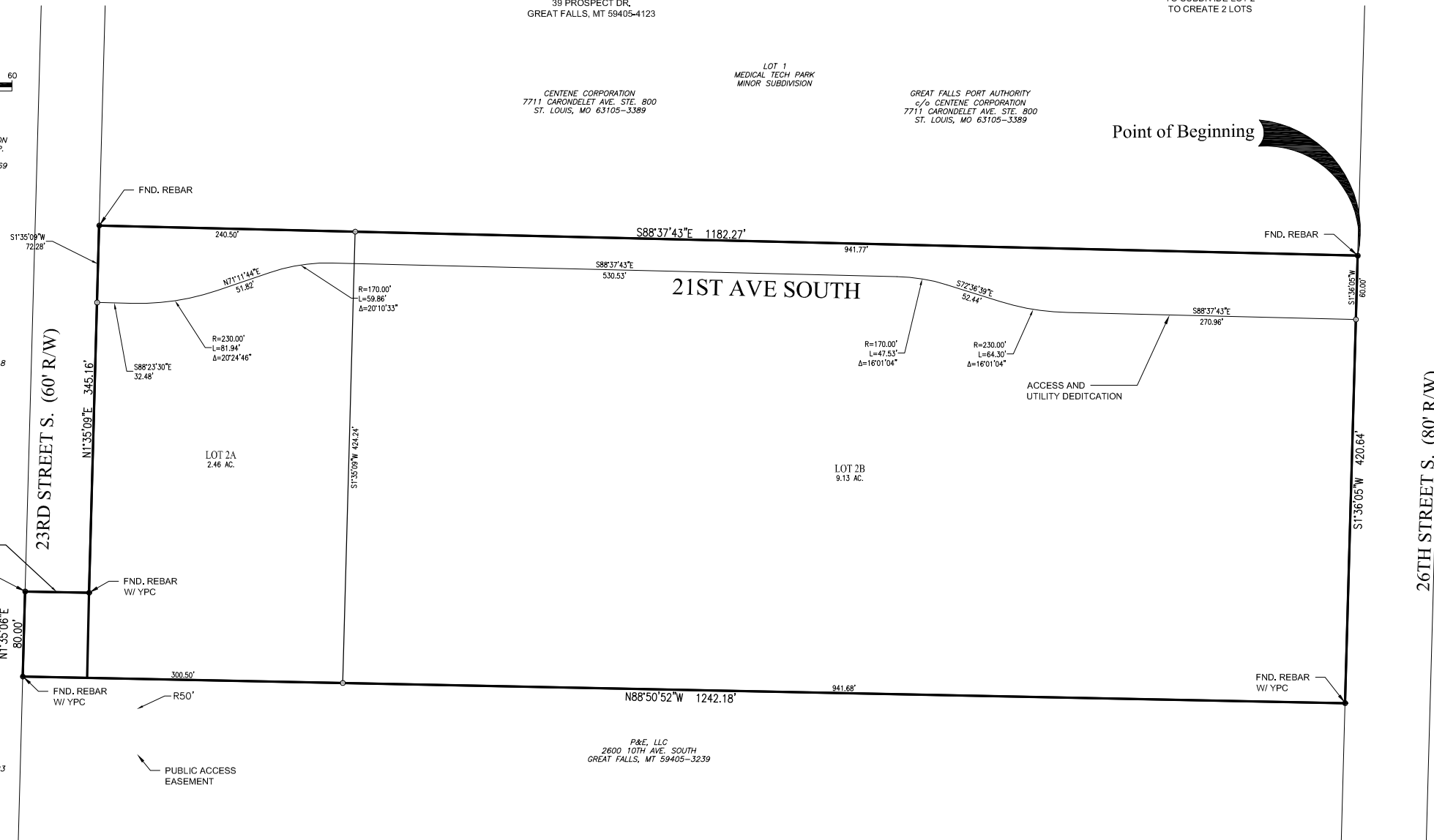
CENTENE CORPORATION
7711 CARONDELET AVE. STE. 800
ST. LOUIS, MO 63105-3389

LOT 1
MEDICAL TECH PARK
MINOR SUBDIVISION

GREAT FALLS PORT AUTHORITY
c/o CENTENE CORPORATION
7711 CARONDELET AVE. STE. 800
ST. LOUIS, MO 63105-3389

Point of Beginning

LOT 3
MEDICAL TECH PARK
MINOR SUBDIVISION
MICHAEL K. GARVER
167 HIGHLAND RD.
GREAT FALLS, MT 59405-8118



LOT 4
MEDICAL TECH PARK
MINOR SUBDIVISION
JOHN H. SHEFFELS
39 PROSPECT DR.
GREAT FALLS, MT 59405-4123

P&E, LLC
2600 10TH AVE. SOUTH
GREAT FALLS, MT 59405-3239

ROMAN CATHOLIC
CHURCH OF GREAT FALLS
BISHOP
P.O. BOX 1369
GREAT FALLS, MT 59403-1369

DESCRIPTION
Two tracts of land being Lot 2, of the Plat of Medical Tech Park Minor Subdivision.
Said tracts contain 11.59 acres and are subject to all existing easements.
The above described tracts of land are to be known and designated as the Amended Plat of Lot 2 of the Medical Tech Park Minor Subdivision, Cascade County, Montana.

CERTIFICATE OF DEDICATION
(I), (We), the undersigned property owner(s), do hereby certify that (I) (we) have caused to be surveyed, subdivided, and platted into lots, parcels, blocks, roads and alleys, as shown by the plat hereto annexed, the following described land in (City and County if in Unincorporated Area), to wit:

Two tracts of land being Lot 2, of the Plat of Medical Tech Park Minor Subdivision; more particularly described as follows:
Beginning at the southeast corner of Lot 1, of the Plat of Medical Tech Park Minor Subdivision, the Point of Beginning; thence S1°36'05"W, a distance of 420.64 feet; thence N88°50'52"E, a distance of 1242.18 feet; thence N1°35'06"E, a distance of 80.00 feet; thence S88°50'52"E, a distance of 60.00 feet; thence N1°35'06"E a distance of 345.16 feet; thence S88°37'43"E, a distance of 1182.27 feet to the Point of Beginning; the parcel described above contains 11.59 Acres, as platted.

The above described tracts of land are to be known and designated as the Amended Plat of Lot 2 of the Medical Tech Park Minor Subdivision, Cascade County, Montana, and the lands included in all roads, avenues, alleys, and parks or public squares shown on said plat are hereby granted and donated to the use of the public forever.

GRANT OF UTILITY EASEMENTS
The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, electric power, gas, internet, cable television or other similar utility or service, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities in, over, under and across each area designated on this plat as "Utility Easement" to have and to hold forever.

OWNER
Dated this _____ day of _____, 2013.
(Acknowledged and notarized signatures of all record owners of platted property)

By: _____
STATE OF _____)
COUNTY OF _____)ss.
This instrument was acknowledged before me on this _____ day of _____, A.D., 2013 by _____.

Notary Public for the State of _____
Residing at _____
My commission expires _____

LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET REBAR, 5/8" DIAM., 24" WITH A YELLOW PLASTIC CAP, 14732LS.

CERTIFICATE OF SURVEYOR
I, the undersigned, Daniel J. Boers, Professional Land Surveyor, do hereby certify that I have performed the survey shown on the attached plat of The Amended Plat of Lot 2 of the Medical Tech Park Minor Subdivision; that such survey was made on October 1, 2013; that said survey is true and complete as shown and that the monuments found and set are of the character and occupy the positions shown thereon.
DATED this _____ day of _____, 2013.
Daniel J. Boers, P.L.S., CFedS
MT Reg. No. 14732LS
Morrison-Maierle, Inc.

CERTIFICATE OF CITY COMMISSION
I, Gregory T. Doyon, City Manager of City of Great Falls, Montana, do hereby certify that the accompanying plat was duly examined and approved by the City Commission of Great Falls at its regular meeting held on the _____ day of _____, 20_____.
Gregory T. Doyon, City Manager
City of Great Falls, Montana

CERTIFICATE OF CLERK & RECORDER
STATE OF MONTANA)
County of Cascade) ss.
Filed for record this _____ day of _____, A.D., 2013, at _____ o'clock.
DATED this _____ day of _____, 2013.
Clerk & Recorder
Cascade County, Montana

CERTIFICATE OF COUNTY TREASURER
I, Jamie Bailey, Treasurer of Cascade County, Montana, do hereby certify that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be divided have been paid.
DATED this _____ day of _____, 2013.
Jamie Bailey
Treasurer
Cascade County, Montana

CERTIFICATE OF PUBLIC SERVICE DIRECTOR
I, Jim Rearden, Public Service Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying plat of _____
to the City of Great Falls, and the survey it represents, and that I find the same conform to regulations governing the platting of lands, and to presently platted adjacent land, as near as circumstances will permit and I do hereby approve the same. Dated this _____ day of _____, 20_____.
Jim Rearden, Public Service Director
City of Great Falls, Montana

CERTIFICATE OF GREAT FALLS PLANNING BOARD
We, the undersigned, _____, President, Great Falls Planning Board, and _____, Secretary of said Great Falls Planning Advisory Board, do hereby certify that the accompanying plat of _____
to the City of Great Falls, Cascade County, Montana has been submitted to the Great Falls Planning Advisory Board of Great Falls, Cascade County, Montana, for examination by them and was approved at a meeting held on _____, 20_____.
_____, President
Great Falls Planning Board
ATTEST:
_____, Secretary
Great Falls Planning Board

MORRISON MAIERLE, Inc.
ENGINEERS
SCIENTISTS
SURVEYORS
PLANNERS
SINCE 1945

1/4 SEC.	SECTION	TOWNSHIP	RANGE
SE	18	20N	4E

CLIENT: _____
PRINCIPAL MERIDIAN, MONTANA
CASCADE COUNTY, MONTANA

FIELD WORK: MMI
DRAWN BY: JCH
CHECKED BY: DJB

DATE: 05/2013
SCALE: 1"=60'
PROJ #: 3959.012

PLOTTED DATE: Dec/20/2013 - 05:34:44 pm
DRAWING NAME: N:\3959\012\ACAD\Survey\APLAT\APLAT-PLAT.dwg
SHEET 1 OF 1
PLOTTED BY: jsteele

FINDINGS OF FACT
FOR AMENDED PLAT OF LOT 2, MEDICAL TECH PARK MINOR SUBDIVISION, LOCATED
WITHIN THE SE1/4 OF SECTION 18, T20N, R4E, P.M.M, CASCADE COUNTY, MONTANA
(PREPARED IN RESPONSE TO 76-3-608(3) MCA)

Finding of Fact (Prepared in Response to 76-3-608(3) MCA)

PRIMARY REVIEW CRITERIA

Effect on Agriculture: Utilization of the subdivision site for dry land crop production has diminished due to its proximity to urban residential development. Approval of the subdivision will not interfere with any irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services: Lots in the subdivision will connect to City water and sewer mains. The developer will pay the cost of extending the utility mains. The City should not experience an appreciable increase in maintenance and operating costs. The occupants of units within the subdivision and operators of the development will pay regular water and sewer charges.

The subdivision will receive law enforcement and fire protection service from the City of Great Falls. The nearest fire station is ±2.2 miles from the subdivision site. Providing these services to the units in the subdivision is expected to be an increased cost to the City. Increased tax revenues from improved properties may cover increased costs. Additionally, the Fire Department has expressed concerns related to drive aisle widths and turning radii within the proposed layout of the development. Prior to development of the subject property, the applicant shall meet all requirements of the City's Fire Department.

Private streets will be extended into the subdivision to serve the proposed residential units, which will be maintained by the developer. The developer will have responsibility to install curb, gutter and paving in the roadways within the subdivision. The developer will be responsible for the installation of 21st Avenue South; the City will contribute 25% of the cost of this roadway. The developer will also be required to escrow money for the completion of 23rd Avenue South.

Effect on the Natural Environment: The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. The developer will be required to provide a stormwater management plan in compliance with City standards.

Any surface runoff will flow northwesterly ultimately to the City's existing storm sewer system. The developer will be required to extend the storm sewer southerly in 23rd Street South to the southern boundary of the property.

Effect on Wildlife and Wildlife Habitat: The subdivision is located adjacent to an area containing urbanized development. The subdivision is not in an area of significant wildlife habitat and will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety: Based on available information, the subdivision is not subject to abnormal potential natural hazards such as flooding, wildfire, snow or rockslides, nor potential man-made hazards such as high voltage power lines, high-pressure gas lines, high traffic volumes, or mining activity.

REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

EASEMENT FOR UTILITIES

The developer shall provide necessary utility easements to accommodate water mains, sanitary sewer mains and private utilities to serve all lots in the Subdivision.

LEGAL AND PHYSICAL ACCESS

Legal and physical access to the subdivision is provided by the abutting 23rd and 26th Avenues South, which are public right-of-way maintained by the City of Great Falls. As a part of the subdivision 21st Avenue South will be dedicated and improved to provide additional access to the Subdivision.

Traffic Analysis

Proposed Development Characteristics: The 216 unit multi-family development is proposed for annexation immediately south of the City limits on the west side of 26th Street South, just south of Centene property. The development will have three driveway accesses - two on 21st Avenue South (which will be constructed by the developer) and the main access on 26th Street South. Sidewalks will be constructed along 21st Avenue South, and a bicycle/pedestrian path on 26th Street South.

A second parcel, immediately west of the proposed development adjoining 23rd Street South, will be annexed and zoned M-1 Mixed Use, with no development plans at this time.

Existing Conditions: 26th Street South is classified as a “Minor Arterial” roadway, whose function is to carry traffic between neighborhoods and major destinations around and through the community. Minor Arterials carry lesser volumes than Major Arterials, and often feed traffic to such roadways (such as 10th Avenue South). They can also serve as links between Collector roadways and Major Arterial roadways. A Minor Arterial is typically a moderate to high capacity roadway, with two to five lanes of traffic (including turn lanes). Speeds on Minor Arterials typically range between 35 and 45 mph, although they may be as low as 30 mph and as high as 55 mph if roadway and neighborhood characteristics dictate.

Future Improvements: 26th Street South currently narrows from a four-lane roadway to a two-lane roadway just north of the subject property. A federal-aid road improvement project is currently under design to add capacity to 26th Street South and 24th Avenue South, as well as improve stormwater runoff facilities and add bicycle and pedestrian amenities. These improvements will be paid at no cost to the City or developer. The developer would work with the project designer and the City to ensure coordination of improvements. It is probable the developer would construct some improvements prior to the roadway project to accommodate desired access to the proposed site, and some developer improvements such as landscaping in the right-of-way could be delayed until after the roadway project is complete.

The developer has agreed to dedicate and construct 21st Avenue South as a Local roadway, along the north side of the proposed development site, connecting 26th Avenue South with 23rd Avenue South.

Trip Generation: Using a trip generation rate for low-rise apartments from the ITE Trip Generation Manual, a development of this size and type would be expected to generate an average of 6.59 trips per occupied dwelling unit on a weekday, for a total estimated daily trips of 1,424 trips per day.

Traffic generated by the development during “peak hour” – that is, the hour of the day generating the highest traffic – is expected to be generated at the rate of .46 vehicles per occupied dwelling unit for a one hour period generally between 7 and 9 AM. This rate would equate to about 100 vehicles during that hour.

Traffic Volumes:

Traffic volumes on nearby roadways vary. The 2012 traffic volume on 26th Street South just north of 24th Avenue South is 3,290 vehicles per day, and 11,000 just south of 10th Avenue South. The 2012 volume on 23rd Street South just south of 10th Avenue South is 4,490, and 16th Avenue South just east of 20th Street South shows a volume of 2,875.

Trip Distribution:

The development proposes three entrances – two on 21st Avenue South and one on 26th Street South. The majority of the trips generated by the development are anticipated to go and come from the north, although some will choose to travel 24th Avenue South to avoid congestion at 10th Avenue South. For the purpose of estimating impact of the development upon the transportation network and the ability of the same to accommodate the increase in traffic, it is assumed that 25% of the trips will use 23rd Street South via 21st Avenue South (and then disburse as it is further away from the development); 60% will use 26th Street South, north of the development, with much of it travelling up to 10th Avenue South and some disbursing into the Medical District along the way; and 15% will use 26th Street South, south of the development, with nearly all expected to then travel west on 24th Avenue South. Using these percentages, about 350 trips per day would occur on 21st Avenue South west of the development; 850 on 26th Street South north of the development; and 210 on 26th Street South, south of the development.

Traffic on the aforementioned roadways is relatively light for the roadway characteristics and classification, with the exception of 26th Street South at 10th Avenue South. However, the northbound, morning peak at 10th Avenue South is comparatively light, as the majority of the traffic is heading south at that time, toward the major destinations in the Medical District. Therefore, the additional peak-hour traffic is not expected to adversely impact that intersection.

Transit and Non-motorized Travel:

The close proximity to the employment centers (Centene, Benefis, Great Falls Clinic, Grandview, etc.), to educational centers (University of Great Falls and the Great Falls College-MSU) and to major shopping destinations on 10th Avenue South, will very likely encourage walking and bicycling. Although it is not certain, a larger proportion of residents are expected to bike and walk than is typically found in a development of this type in Great Falls.

No extension of transit service to the site is proposed, but transit travels the nearby 23rd Street South – within easy reach of the proposed development.

Conclusion and Recommendations:

The existing transportation network is expected to have sufficient capacity to accommodate the proposed development's traffic. With the construction of 21st Avenue South, the traffic generated by the site will have other options than just 26th Street South. Improvements to 26th Street South and 24th Avenue South will increase carrying capacity, and will also include new bicycle and pedestrian facilities. Extending 21st Avenue South, with sidewalks, will also provide ready access to Great Falls Transit District bus services, reducing trips generated by the development.

There is a reasonable expectation that the development will attract some residents that have employment or attend school at nearby locations, making their trip lengths relatively short. This will make both bicycling and walking attractive choices, and will keep some vehicle trips from reaching and adding to congestion at some intersections on 10th Avenue South.

The undeveloped lot to the west of the development is proposed for concurrent annexation, and site impacts to the transportation network would be reviewed at such time as development is proposed. Such development may require improvements, should they be deemed necessary to mitigate adverse impacts.

The following recommendations are based upon review of the proposed development:

- The three driveways must be easily accessible by all residents. If the two on 21st Avenue South are gate-controlled, they must be accessible by residents, as well as emergency responders, at all times.
- The main entrance on 26th Street South must be moved as far away from the intersection of 21st Avenue South as practical. At least 150 feet is recommended.
- Internal driveways must be of a width to allow for access by large fire trucks. Internal driveway turning radii must also accommodate such vehicles.
- To ensure safety of bicyclists and pedestrians along 26th Street South, the main entrance should have a short crossing distance and any potentially obscuring improvements (such as signage or large landscaping) should be placed such that they do not become safety hazards.
- The developer is encouraged to provide on-site bicycle storage facilities, to reduce vehicular trip generation and allow residents to avail themselves of alternate transportation options.
- The developer will dedicate and construct 21st Avenue South between 23rd Street South and 26th Street South, including sidewalk on the entire south side of the new roadway. Improvements to 26th Street South, including a shared-use bicycle/pedestrian path, will be installed under the planned public improvement project, with no cost to the developer.
- The developer will construct a temporary turnaround at the far southern end of 23rd Street South, and shall dedicate 23rd Street South to the southern extent of its property.
- The developer will make all efforts to negotiate with the property owner to the north (lots 1A and 1B, Medical Tech Park Minor Subdivision) to dedicate and construct 21st Avenue South along an existing utility easement. The City will participate in a portion of the cost of 21st Avenue South.