



**Item:** Dedication of Land for Public Rights-of-Way for the Amended Plat of Medical Tech Park Minor Subdivision, which dedicates the 21st Avenue South public right-of-way, and Memorandum of Understanding - all related to the Talus Apartments development

**From:** Galen Amy, Planner II, Planning and Community Development

**Initiated By:** Jim McLeod, Farran Group, LLC

**Presented By:** Galen Amy, Planner II, Planning and Community Development

**Action Requested:** Approve the dedication of land as Public Rights-of-Way for the Amended Plat and Approve the Memorandum of Understanding

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**Suggested Motion:**

1. Board member moves:

“I move that the Great Falls Port Authority (approve/deny) the dedication of certain lands as Public Rights-of-Way as shown on the Amended Plat of the Medical Tech Park Minor Subdivision and (accept/deny) the Memorandum of Understanding and associated Exhibits.”

2. Chairman calls for a second, discussion, public comment, and calls the vote.

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**Recommendation:**

At the conclusion of a public hearing held March 4, 2014, the City Commission adopted Resolution 10040 to annex, Ordinance 3114 to assign City Zoning, and approved the Annexation Agreement and Amended Plat of the property legally described as Lot 2, Medical Tech Park Minor Subdivision, in the SE1/4, Section 18, T20N, R4E, P.M.M., Cascade County, Montana, for the Talus Apartments project.

In the period since that public hearing, the Amended Plat has been thoroughly reviewed and updated to include both the Centene and Port Authority owned properties, which are necessary in order to dedicate the 21st Avenue South public right-of-way, and therefore both parties' signatures are required.

Additionally, the Memorandum of Understanding (MOU) identifies the involved parties and outlines terms related to the dedication of the 21st Avenue South public right-of-way easement specifically related to: a) Fencing; b) Landscape Maintenance Agreement; and c) Compliance

with existing Lease Agreement (between Centene and the Port Authority). Three Exhibits are attached to this MOU: Exhibit "A" - Amended Plat; Exhibit "B" - Area of Great Falls Apartment, LLC Landscaping Commitment; Exhibit "C" - Landscaping Improvements and Maintenance Plan, Between Great Falls Apartment, LLC and Centene Corporation and The Great Falls Port Authority (this Exhibit also includes Attachment A - Landscaping Plan).

Staff recommends approval of the dedication of land as Public Rights-of-Way for the Amended Plat which dedicates 21st Avenue South as shown on Exhibit "A" - Amended Plat. The subject right-of-way is located along a portion of the south property line of Port Authority owned property and comprises ±0.15 acres. The extension of 21st Avenue South is beneficial and adds value to adjacent properties by increasing traffic circulation and opening the area to additional future development. Staff also recommends approval of the terms of the Memorandum of Understanding, and related participation in Exhibit "C" - Landscaping Improvements and Maintenance Plan.

**Project Background:**

The Talus Apartments project consists of a 216-unit apartment complex located in six buildings along with a clubhouse for the residents and is currently under construction. The complex consists of three access points: two off of 21st Avenue South with the main entry off of 26th Street South. The construction of 21st Avenue South from 23rd Street South to 26th Street South will be completed as a part of this project (see attached Exhibit "A" - Amended Plat). Boulevard style sidewalks will be constructed on the south side of 21st Avenue South by the developer of the apartments, Great Falls Apartment, LLC. Boulevard style sidewalks along the north side of 21st Avenue South will be installed by developers of the adjacent property to the north at such time that development occurs.

Boulevard landscaping along the south side of 21st Avenue South will be installed by Great Falls Apartment, LLC, in accordance with Title 17 - Land Development Code of the City of Great Falls and the Landscaping Plans approved by the Design Review Board on April 14, 2014. The easternmost portion of boulevard landscaping along the north side of 21st Avenue South will be installed in accordance to the terms, conditions and plans put forth by Exhibit "C" and Attachment A by Great Falls Apartment, LLC. Boulevard landscaping on the north side of 21st Avenue South, including planting of boulevard trees, beyond what is agreed upon in Exhibit "C" and Attachment A is the responsibility of developers of adjacent property to the north at such time that development occurs, and shall be installed in accordance with Title 17 - Land Development Code of the City of Great Falls and the Landscaping Plans that are reviewed and approved at such time.

Full project information, including but not limited to, zoning analysis, infrastructure improvements, traffic analysis, Growth Policy and Medical District Master Plan conformance, can be found on the City website or by contacting Planning and Community Development Department staff.

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

**Fiscal Impact:** The requested action is not expected to be an additional cost to the Port Authority.

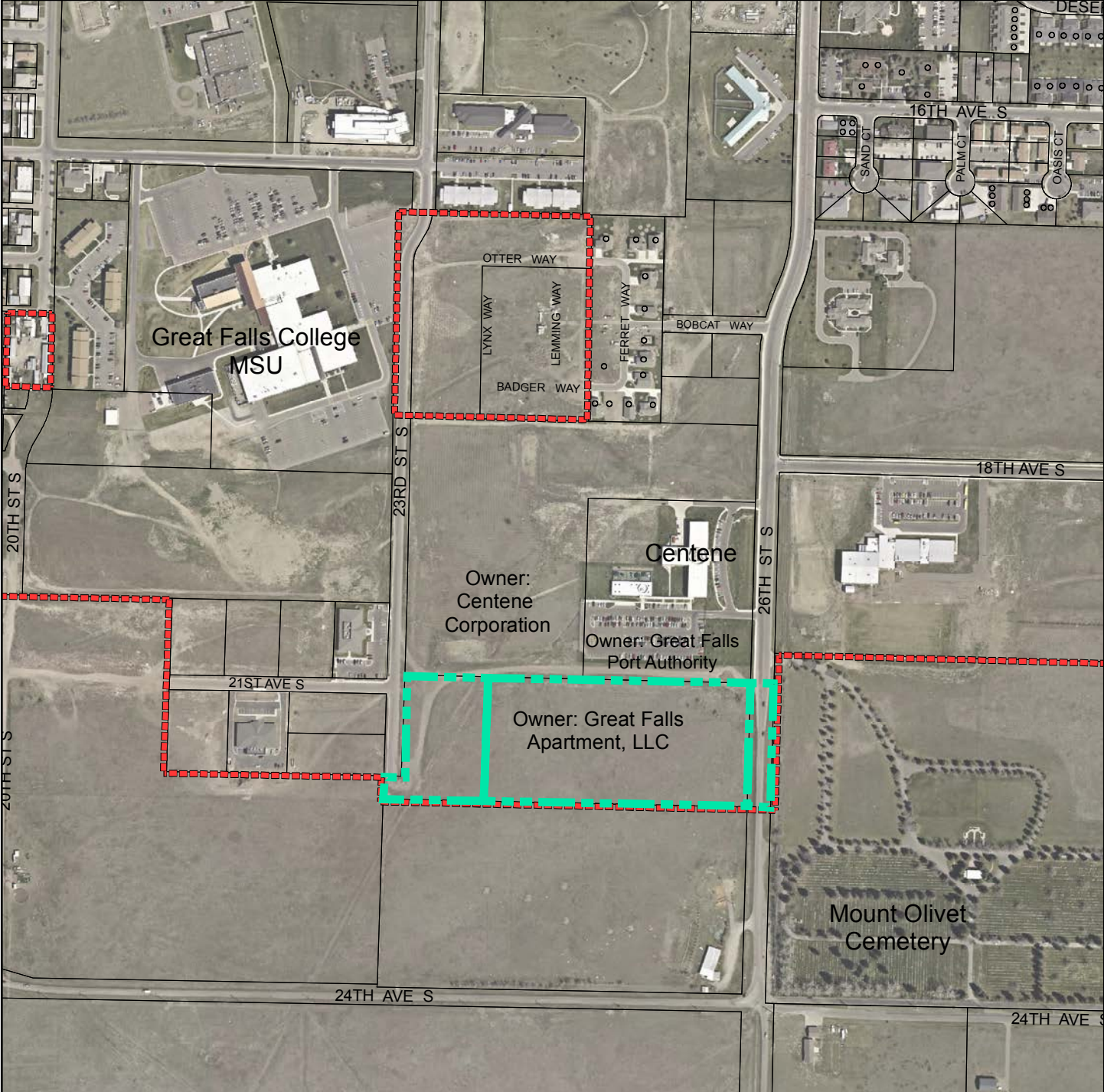
**Alternatives:** If there are justifiable reasons to do so, the Port Authority could deny the requested action.




**Attachments/Exhibits:**

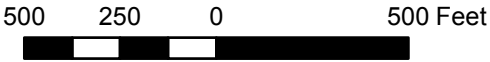
- Aerial Photo
- Montana Board of Investors Consent to Amend Plat
- Memorandum of Understanding
- Exhibit "A" - Amended Plat
- Exhibit "B" - Area of Great Falls Apartment, LLC Landscape Commitment
- Exhibit "C" - Landscaping Improvements and Maintenance Plan and Attachment A - Landscaping Plan

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Sara Sexe, City Attorney  
Matt Ekstrom, Morrison Maierle, Inc., [mekstrom@m-m.net](mailto:mekstrom@m-m.net)  
Jim McLeod, The Farran Group, [jmcleod@thefarrangroup.com](mailto:jmcleod@thefarrangroup.com)  
Bill VanCanagan, Datsopoulos, MacDonald & Lind, P.C., [bvancanagan@dmlaw.com](mailto:bvancanagan@dmlaw.com)  
Daniel Wofsey, Armstrong Teasdale LLP, [DWOSEY@ArmstronTeasdale.com](mailto:DWOFSEY@ArmstronTeasdale.com)  
Herb Kulow, Montana Board of Investments, [hkulow@mt.gov](mailto:hkulow@mt.gov)

# Aerial Photo



-  Talus Apartments site
-  City Limits
-  Tracts of Land



Great Falls Apartment (previously referred to as Talus Apartments)

After recording return to:  
Sara R. Sexe, City Attorney  
2 Park Drive South  
P. O. Box 5021  
Great Falls, MT 59404

**CONSENT TO AMENDED PLAT**

The MONTANA BOARD OF INVESTMENTS ("MBOI") is the Beneficiary under that certain Deed of Trust dated September 30, 2005, and recorded on October 5, 2005, as Document No. R0113330, records of Cascade County, Montana, executed by The Great Falls Port Authority, as Grantor, to Patrick E. Melby, as Trustee, for purposes of securing the obligations of the Grantor under that certain Loan Agreement between Grantor and Beneficiary dated September 20, 2005, and encumbering that certain real property situated in Cascade County, Montana, more particularly described as follows:

Lot 1B of the Amended Plat of Lots 1 and 5 of the Medical Tech Park Minor Subdivision, City of Great Falls, Cascade County, Montana, according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of Cascade County, Montana.

(the "Property"): The Loan Agreement requires MBOI consent to any change in the legal description of the Property.

MBOI, having reviewed the Memorandum of Understanding entered into by and between Great Falls Apartment, LLC ("GF Apt"), Centene Corporation ("Centene"), and The Great Falls Port Authority ("Port Authority"), dated on or about April 1, 2015, does hereby consent to the dedication of a right-of-way easement ("Right-of-Way") to the City of Great Falls for purposes of a public road and right-of-way, and landscaping and maintenance purposes, over, upon and across the Property, as more specifically depicted on the Amended Plat attached hereto as Exhibit A ("Amended Plat"), and does further acknowledge and agree that the lien of its above-described Deed of Trust shall be subject and subordinate to said Amended Plat.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned Beneficiary has caused its name to be subscribed and affixed by its duly authorized Senior Portfolio Manager.

Dated this 1st day of April, 2015.

MONTANA BOARD OF INVESTMENTS

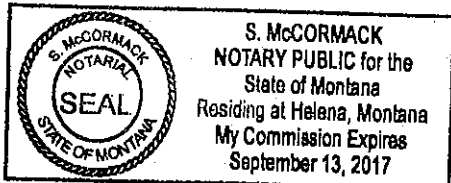


By: Herbert J. C. Kulow, CMB  
Its: Senior Portfolio Manager

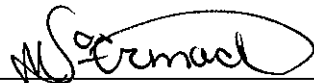
STATE OF MONTANA     )  
  : ss.  
County of Lewis and Clark     )

On this 1<sup>st</sup> day of April, 2015, before me, a Notary Public for the State of Montana, personally appeared Herbert J. C. Kulow, CMB, known to me to be the Senior Portfolio Manager of the Montana Board of Investments, an agency of the State of Montana, that executed the foregoing CONSENT TO AMENDED PLAT, and acknowledged to me that such agency 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/Stamp Above)



Notary Public for the State of Montana



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Great Falls Apartment, LLC, a Montana limited liability company with its principal offices located at 430 N. Ryman, PO Box 9079, Missoula, Montana 59802 (hereinafter referred to as "GF Apt"); Centene Corporation, a Delaware with its principal offices located at 7700 Forsyth Blvd., Suite 800; St. Louis, Missouri 63105 (hereinafter referred to as "Centene"); and The Great Falls Port Authority, a municipal entity and political subdivision of the State of Montana with its principal offices located at Civic Center Room 112; Great Falls, Montana 59403, Montana (hereinafter referred to as the "Port Authority").

WITNESSETH:

WHEREAS, GF Apt is the owner of a certain parcel of real property located in Great Falls, Montana and depicted in detail and with specificity as Lot 2B on the Amended Plat attached hereto as Exhibit "A" and by this reference incorporated herein (hereinafter referred to as the "Plat"). Lot 2B on the Plat is hereinafter sometimes referred to as the "GF Apt Property"; and

WHEREAS, Centene is the owner of a certain parcel of real property depicted as Lot 1A on the Plat) hereinafter referred to as the "Centene Property"); and

WHEREAS, the Port Authority is the owner of a certain parcel of real property depicted as Lot 1B on the Plat being leased to Centene; and

WHEREAS, GF Apt is in the process of obtaining approval from the City of Great Falls ("City") for a residential apartment community development to be constructed on the GF Apt Property; and

WHEREAS, as a condition to approval of GF Apt's subdivision application, the City requires the dedication of a sixty foot (60') wide road easement and right-of-way situated along the northern boundary of the GF Apt Property and the southern boundaries of the Centene Property and the Port Authority Property (hereinafter referred to as the "Right-of-way Easement"). The Right-of-way Easement is depicted in detail and with specificity on the Great Falls Apartment, LLC Landscaping Commitment attached hereto as Exhibit "B" and by this reference incorporated herein (hereinafter referred to as the "Landscaping Commitment"); and

WHEREAS, in order to satisfy the condition for dedication for subdivision approval, GF Apt desires to dedicate between thirty feet (30') and sixty feet (60') to the west of the retention pond of the northern border of its Property to the Right-of-way Easement as depicted on Exhibit "B" attached and desires to have Centene and the Port Authority dedicate to the Right-of-way Easement the remaining portion of the Right-of-way Easement with a width of up to thirty feet (30') to the west of the retention pond along the southern boundaries of their respective Properties as further depicted on Exhibit "B" attached; and

WHEREAS, Centene and the Port Authority are agreeable to the afore-described dedications subject to the terms and conditions of this Memorandum of Understanding as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. Right-of-Way Easement. The parties acknowledge and agree that the Right-of-way Easement depicted on the Landscaping Commitment shall be dedicated to the City as a public road and right-of-way. In this regard, GF Apt shall dedicate to the City the portion of the Right-of-way Easement

traversing the northern boundary of the GF Apt Property as depicted in detail and with specificity on the Landscaping Commitment. Subject to the satisfaction of the conditions set forth in Section 2 below, Centene and the Port Authority shall dedicate to the City the portion of the Right-of-way Easement consisting of the strip of real property up to thirty feet (30') wide traversing the southern boundaries of Lots 1A and 1B as depicted in detail and with specificity on the Landscaping Commitment. The parties further agree to cooperate with the City for purposes of accomplishing the dedication and consummating and recording any documentation necessary to establish the Right-of-way Easement and dedication as depicted on the Landscaping Commitment.

2. Conditions to Dedications. The obligations of Centene and the Port Authority to dedicate to the City their respective portions of the Right-of-way Easement shall be conditioned upon the following:

- (a) Fencing. GF Apt agrees to construct at its cost a reasonable four foot (4') chain link fencing around the retention ponds located on the Lots 1A and 1B;
- (b) Landscape Maintenance Agreement. Contemporaneously with the execution of this Memorandum of Understanding, the parties shall execute that certain Landscape Maintenance Agreement in form and content attached hereto as Exhibit "C" and by this reference incorporated herein, which shall be recorded in the Real Estate Records of Cascade County, Montana; and
- (c) Compliance with existing Lease Agreement. Centene and the Port Authority have entered into a Triple-Net Project Lease, as Amended (recorded on January 20, 2006, with the Cascade County Clerk and Recorder, Record No. R0119602) on the Port Authority property, and intend that all terms and conditions of said Triple-Net Project Lease and Related Documents, remain and are unaffected by this agreement, except as set forth herein.

3. Attorney's Fees. Should any party hereto reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision hereof, including but not limited to, instituting any action or proceeding to enforce any provision hereof, for damages by reason of any alleged breach of any provision hereof, for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including but not limited to, reasonable attorneys' fees for the services rendered to such prevailing party.

4. Further Assurances. The parties hereto hereby agree to execute such other documents and to take such other action as may reasonably be necessary to further the purposes of this Agreement.

5. Construction. This Agreement is the product of arms-length negotiations among the parties and each has materially participated in and contributed to its preparation. Accordingly, this Agreement shall not be subject to the legal presumption that an agreement is to be construed against its drafter.

6. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Montana without regard to its choice of law principles.

7. Counterparts. This Agreement may be executed in counterparts by the parties hereto and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute an Agreement binding upon all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same



counterpart. Each of the parties hereto shall sign a sufficient number of counterparts so that each party will receive a fully executed original of this Agreement.

8. Descriptive Headings. The descriptive headings of the sections hereof are inserted for convenience only and shall not control or affect the meanings or construction of any provisions hereof.

9. Time of the Essence. Time is of the essence of this Agreement and all provisions, obligations and conditions thereof. All time periods set forth herein in terms of "days" refer to calendar days. Whenever notice must be given, documents delivered or an act done under this Agreement on a day that is not a Business Day, the notice may be given, document delivered or act done on the next following day that is a Business Day. As used in this Agreement, "Business Day" shall mean a day other than a Saturday, Sunday or a day observed as a legal holiday by the United States government or the State of Montana.

10. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one party, and all of which taken together will for all purposes constitute one and the same agreement, binding on all of the parties, notwithstanding that all of such parties have not executed the same counterpart. Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same agreement.

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

CENTENE:

GF APT:

CENTENE CORPORATION, a Delaware corporation

GREAT FALLS APARTMENT, LLC, a Montana limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Farran Residential, LP, a Montana limited partnership  
Its: Managing Member

By: FR GP1, LLC, a Montana limited liability company and general partner of Farran Residential, LP

By: James P. Corrick  
James P. Corrick  
Its: President

THE PORT AUTHORITY:

GREAT FALLS PORT AUTHORITY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

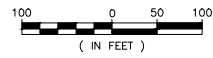
By: \_\_\_\_\_  
Lisa Kunz, City Clerk

(Seal of the City)

Approved as to Form:

By: \_\_\_\_\_  
Sara R. Sexe, City Attorney

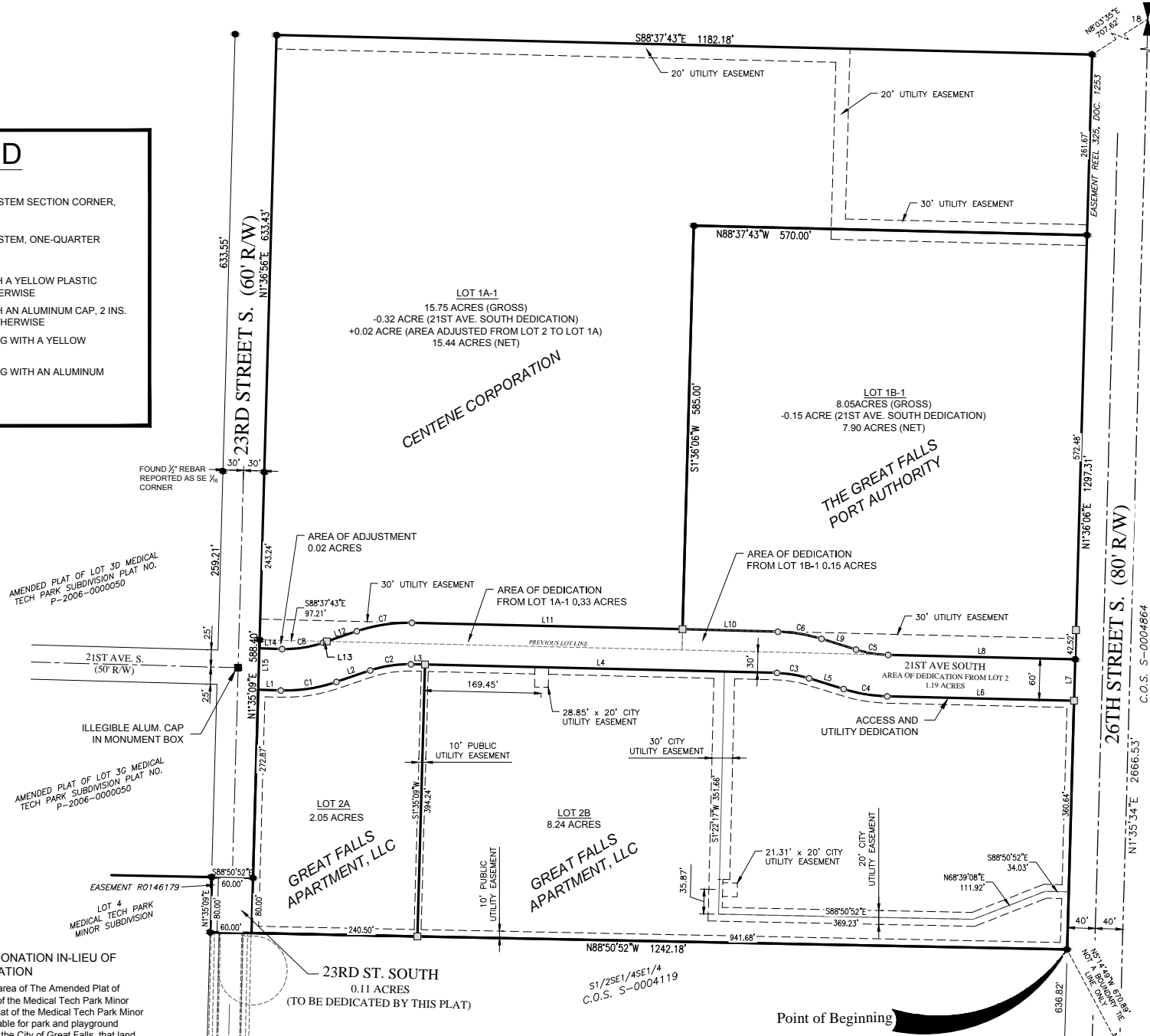
**EXHIBIT "A" THE AMENDED PLAT OF  
 LOT 1A AND LOT 1B OF THE AMENDED PLAT OF LOTS 1 AND 5 OF THE MEDICAL TECH PARK MINOR SUBDIVISION, PLAT NO. P-2005-0000018;  
 AND LOT 2 OF A PLAT OF THE MEDICAL TECH PARK MINOR SUBDIVISION, PLAT NO. P-2004-0000034;  
 SITUATED IN THE SE1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST,  
 PRINCIPAL MERIDIAN, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA.**



**LEGEND**

- FOUND A PUBLIC LAND SURVEY SYSTEM SECTION CORNER, AS DESCRIBED.
- FOUND A PUBLIC LAND SURVEY SYSTEM ONE-QUARTER CORNER, AS DESCRIBED.
- FOUND A REBAR, 5/8 IN. DIAM., WITH A YELLOW PLASTIC CAP, 15625LS, UNLESS NOTED OTHERWISE
- FOUND A REBAR, 5/8 IN. DIAM., WITH AN ALUMINUM CAP, 2 INS. DIAM., 16411 LS, UNLESS NOTED OTHERWISE
- SET A REBAR, 5/8 IN. DIAM., 24" LONG WITH A YELLOW PLASTIC CAP, 14732LS.
- SET A REBAR, 5/8 IN. DIAM., 24" LONG WITH AN ALUMINUM CAP, 2 INS. DIAM., 14732LS.

| SEGMENT | LENGTH | BEARING / DELTA | RADIUS |
|---------|--------|-----------------|--------|
| C1      | 81.94  | 20°24'46"       | 230.00 |
| C2      | 59.86  | 20°10'33"       | 170.00 |
| C3      | 47.53  | 16°01'04"       | 170.00 |
| C4      | 64.30  | 16°01'04"       | 230.00 |
| C5      | 47.52  | 16°00'56"       | 170.00 |
| C6      | 64.30  | 16°00'56"       | 230.03 |
| C7      | 80.99  | 20°10'33"       | 230.00 |
| C8      | 60.57  | 20°24'46"       | 170.00 |
| L1      | 32.48  | S88° 23' 30"E   |        |
| L2      | 51.82  | N71° 11' 44"E   |        |
| L3      | 20.63  | S88° 37' 45"E   |        |
| L4      | 509.90 | S88° 37' 45"E   |        |
| L5      | 52.44  | S72° 36' 39"E   |        |
| L6      | 270.96 | S88° 37' 43"E   |        |
| L7      | 60.00  | S1° 36' 05"W    |        |
| L8      | 271.20 | S88° 37' 43"E   |        |
| L9      | 52.44  | S72° 36' 39"E   |        |
| L10     | 137.90 | N88° 37' 45"W   |        |
| L11     | 392.63 | N88° 37' 45"W   |        |
| L12     | 40.29  | S71° 11' 44"W   |        |
| L13     | 5.76   | S71° 11' 44"W   |        |
| L14     | 32.51  | N88° 23' 30"W   |        |
| L15     | 72.28  | S1° 35' 09"W    |        |



**PURPOSE**  
 TO AMEND LOT 1A AND LOT 1B OF THE AMENDED PLAT OF LOTS 1 AND 5 OF THE MEDICAL TECH PARK MINOR SUBDIVISION, PLAT NO. P-2005-0000018; AND LOT 2 OF A PLAT OF THE MEDICAL TECH PARK MINOR SUBDIVISION, PLAT NO. P-2004-0000034;

**BASIS OF BEARING**  
 BEARINGS ARE GRID, DERIVED FROM G.P.S. OBSERVATIONS WITH SURVEY-GRADE RECEIVERS AND REFERENCED TO THE MONTANA COORDINATE SYSTEM, SINGLE ZONE, NAD 83 (1999), AS DESCRIBED ON CERTIFICATE OF SURVEY NO. S-0004864 CS. THE ROTATION TO A PLAT OF THE MEDICAL TECH PARK MINOR SUBDIVISION PLAT NO. P-2004-0000034 IS: -0°38'21" (LEFT OR COUNTER CLOCKWISE)

**AREAS:**

| LOT          | SQ. FT.            | ACRES        |
|--------------|--------------------|--------------|
| LOT 1A-1     | 672,569.1          | 15.44        |
| LOT 1B-1     | 344,125.4          | 7.90         |
| LOT 2A       | 89,298.4           | 2.05         |
| LOT 2B       | 358,935.8          | 8.24         |
| 21st AVE S.  | 72,745.5           | 1.67         |
| 23rd AVE. S. | 4,791.6            | 0.11         |
| <b>TOTAL</b> | <b>1,542,466.0</b> | <b>35.41</b> |

**CERTIFICATE OF DEDICATION**  
 Great Falls Apartment, LLC, The Great Falls Port Authority, and Centene Corporation, the undersigned property owners, do hereby certify that Great Falls Apartment, LLC, The Great Falls Port Authority, and Centene Corporation 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 Great Falls, Montana, to wit:

A tract of land being The Amended Plat of Lot 1A and Lot 1B of the Amended plat of Lots 1 and 5 of The Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of The Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; more particularly described as follows:

Commencing at the corner to Sections 17, 18, 19, and 20, Township 20 North, Range 4 East, Principal Meridian, Cascade County, Montana; thence N.5°14'49"W., for 670.90 feet to the southeast corner of Lot 2 of A Plat of The Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; the Point of Beginning; thence N.88°50'52"W., a distance of 1242.18 feet; thence N.1°35'09"E., a distance of 80.00 feet; thence S.88°50'52"E., a distance of 60.00 feet; thence N.1°35'09"E., a distance of 588.40 feet; thence N.1°36'56"E., a distance of 633.43 feet; thence S.88°37'43"E., a distance of 1182.18 feet; thence S.1°36'06"W., a distance of 1297.31 feet to the Point of Beginning of the parcel herein described, containing 35.41 acres, more or less.

The above described tract of land is to be known and designated as The Amended Plat of Lot 1A and Lot 1B of the Amended Plat of Lots 1 and 5 of the Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of the Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; 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.

**GREAT FALLS APARTMENT, LLC**  
 BY: \_\_\_\_\_  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
 (Acknowledged and notarized signatures of all record owners of platted property)

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )  
 This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2014 by \_\_\_\_\_.

Notary Public for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My commission expires \_\_\_\_\_

**THE GREAT FALLS PORT AUTHORITY**  
 BY: \_\_\_\_\_  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
 (Acknowledged and notarized signatures of all record owners of platted property)

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )  
 This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2014 by \_\_\_\_\_.

Notary Public for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My commission expires \_\_\_\_\_

**CENTENE CORPORATION**  
 BY: \_\_\_\_\_  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
 (Acknowledged and notarized signatures of all record owners of platted property)

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )  
 This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2014 by \_\_\_\_\_.

Notary Public for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My commission expires \_\_\_\_\_

**CERTIFICATE OF EXCLUSION FROM MONTANA  
 DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW**

The Amended Plat of Lot 1A and Lot 1B of the Amended Plat of Lots 1 and 5 of the Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of the Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; City of Great Falls, Cascade County, Montana, a first-class municipality, and within the planning area of the Great Falls Growth Policy which was adopted pursuant to MCA-76-1-601 et seq., and can be provided with adequate stormwater drainage and adequate municipal facilities. Therefore, under the provisions of MCA 76-4-125(2)(d), pursuant to 76-4-127 this subdivision is excluded from the requirement for Montana Department of Environmental Quality review.

**CERTIFICATE ACCEPTING CASH DONATION IN-LIEU OF  
 PARK LAND DEDICATION**

In as much as dedication of park land within the platted area of The Amended Plat of Lot 1A and Lot 1B of the Amended Plat of Lots 1 and 5 of the Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of the Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; would be undesirable for park and playground purposes, it is hereby ordered by the city commission of the City of Great Falls, that land dedication for park purposes be waived and the cash in-lieu, in the amount of \$10,867.35 dollars be accepted in accordance with the provisions of the Montana Subdivision and Platting Act MCA 76-3-621(4) and the Great Falls Municipal Code.

**CERTIFICATE OF SURVEYOR**  
 I, Daniel J. Boers, Montana Professional Land Surveyor License No. 14732LS, do hereby certify that The Amended Plat of Lot 1A and Lot 1B of the Amended plat of Lots 1 and 5 of The Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of The Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034, was surveyed under my supervision between April 2013 and October 2014, and platted the same as shown on the accompanying plat and as described in accordance with the provisions of the Montana Subdivision and Platting Act, §76-3-101 through §76-3-625, M.C.A. I further certify that monuments which have not been set by the filing date of this instrument will be set by June 2015, due to public improvements construction pursuant to A.R.M. 24.183.1101(1)(d).  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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 the 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 4th day of March, 2014.  
 Gregory T. Doyon, City Manager  
 City of Great Falls, 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 giving defined have been paid.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Jamie Bailey  
 Treasurer  
 Cascade County, Montana

**CERTIFICATE OF GREAT FALLS PLANNING BOARD**  
 We, the undersigned, R. Nathan Weisenburger, Chairman, Great Falls Planning Board, and Craig Raymond, Secretary of said Great Falls Planning Advisory Board, do hereby certify that the accompanying plat of The Amended Plat of Lot 1A and Lot 1B of the Amended Plat of Lots 1 and 5 of the Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of the Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; 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 13th day of August, 2013.

**CERTIFICATE OF CLERK & RECORDER**  
 STATE OF MONTANA )  
 ) ss.  
 County of Cascade )  
 Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2014, at \_\_\_\_\_ o'clock.  
 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Rina Moore, Clerk & Recorder  
 Cascade County, Montana

**CERTIFICATE OF PUBLIC WORKS DIRECTOR**  
 I, Jim Rearden, Public Works Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying plat of The Amended Plat of Lot 1A and Lot 1B of the Amended Plat of Lots 1 and 5 of the Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of the Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; 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 \_\_\_\_\_, 2014.

Jim Rearden, Public Works Director  
 City of Great Falls, Montana

|  |   |  |          |                      |
|--|---|--|----------|----------------------|
| <br>MORRISON MAIERLE, Inc.<br>ENGINEERS, SCIENTISTS, SURVEYORS, PLANNERS SINCE 1945<br>1000 11th, 200 Technology Blvd., E. Glacier, MT 59717 • Phone (406) 587-0721 Fax (406) 582-8732 | 1/4 SEC.                                      | SECTION  | TOWNSHIP | RANGE                |
|  | SE  | 18   | T20N     | R4E                  |
| CLIENT: GP   | PRINCIPAL MERIDIAN, MONTANA<br>CASCADE COUNTY |  |          |                      |
| FIELD WORK: JW/DB  | DATE: 02/2015                                 | PLOTTED DATE: Feb/27/2015 - 01:48:06 pm                      |          |                      |
| DRAWN BY: DS   | SCALE: 1"=100'                                | DRAWING NAME: N:\3959\012\ACAD\Exhibits\EXHIBIT A 022715.dwg |          |                      |
| CHECKED BY: DJB  | PROJ #: 3959.012                              | SHEET 1  | OF 1     | PLOTTED BY: mkleston |

# EXHIBIT "B" - AREA OF GREAT FALLS APARTMENT, LLC LANDSCAPE COMMITMENT

**AREA FOR LANDSCAPING AND IRRIGATION**

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

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

Point of Beginning

EXISTING FENCE

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

LOT 1A  
 MEDICAL TECH PARK  
 MINOR SUBDIVISION

LOT 1B  
 MEDICAL TECH PARK  
 MINOR SUBDIVISION

FND. REBAR

FND. REBAR

21ST AVE. SOUTH

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

ACCESS AND  
 UTILITY DEDICATION

LOT 2A  
 11.59 AC.

ROMAN CATHOLIC  
 BISHOP OF GREAT FALLS  
 P.O. BOX 1399  
 GREAT FALLS, MT 59403-1399

FND. REBAR  
 W/ YPC

FND. REBAR  
 W/ YPC

23RD STREET S. (60' R/W)

26TH STREET S. (80' R/W)

LOT 4  
 MEDICAL TECH PARK  
 MINOR SUBDIVISION

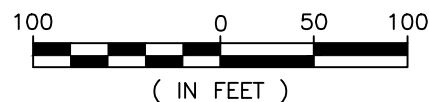
JOHN H. SHEFFELS  
 39 PROSPECTOR DR.  
 GREAT FALLS, MT 59405-4123

FND. REBAR  
 W/ YPC

R50'

PUBLIC ACCESS  
 EASEMENT

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



**MORRISON MAIERLE, INC.**  
 An Employee-Owned Company

ENGINEERS  
 SCIENTISTS  
 SURVEYORS  
 PLANNERS  
 SINCE 1945

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

PO Box 1113, 2880 Technology Blvd. W., Bozeman, MT. 59771 • Phone: (406) 587-0721 Fax: (406) 922-6702

PRINCIPAL MERIDIAN, MONTANA  
 CASCADE COUNTY, MONTANA

CLIENT: \_\_\_\_\_

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

DATE: 05/2013  
 SCALE: 1"=100'  
 PROJ #: 3959.012

PLOTTED DATE: Feb/27/2015 - 01:58:15 pm  
 DRAWING NAME:  
 N:\3959\012\ACAD\Exhibits\Landscape Exhibit B2 022715.dwg  
 SHEET 1 OF 1 PLOTTED BY: mekstrom

**EXHIBIT "C"**

**LANDSCAPE IMPROVEMENTS AND MAINTENANCE PLAN,  
BETWEEN GREAT FALLS APARTMENT, LLC  
AND CENTENE CORPORATION AND THE GREAT FALLS PORT AUTHORITY**

**LANDSCAPING MAINTENANCE NORTH OF 21<sup>ST</sup> STREET SOUTH**

THIS LANDSCAPING MAINTENANCE AGREEMENT ("Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, is entered into by and between the **GREAT FALLS Apartment, LLC**, a Montana Limited Liability Company, 430 N. Ryman, PO Box 9079, Missoula, MT 59802, (hereinafter referred to as "**GF Apt**"), the **Centene Corporation**, a Delaware corporation with its principal offices located at 7700 Forsyth Blvd., Suite 800; St. Louis, Missouri 63105 (hereinafter referred to as "**Centene**") and **Great Falls Port Authority**, a municipal entity and political subdivision of the State of Montana with its principal offices located at Civic Center, Room 112; Great Falls, Montana 59403 (hereinafter referred to as "**Port Authority**").

**WHEREAS**, GF Apt is the owner of a certain parcel of real property located in Great Falls, Montana, and depicted in detail and with specificity as Lot 2B ("**GF Apt Property**"), adjacent to Lot 2A on the Amended Plat attached hereto as Exhibit "A" and by this reference incorporated herein (hereinafter referred to as the "**Plat**"); and,

**WHEREAS**, Centene is the owner of a certain parcel of real property depicted as Lot 1A on the Plat attached as Exhibit "A" (hereinafter referred to as the "**Centene Property**"); and,

**WHEREAS**, the Port Authority is the owner of a certain parcel of real property depicted as Lot 1B on the Plat (hereinafter referred to as the "**Port Authority Property**") under lease to Centene and,

**WHEREAS**, a sixty foot (60') wide road, right-of-way and utility easement depicted on the Plat separates the Centene Property and Port Authority Property from the GF Apt Property (hereinafter referred to as the "**Easement**"); and,

**WHEREAS**, to complement and enhance the aesthetic value of the GF Apt Property, GF Apt desires to install landscaping and irrigation equipment within the Easement and portions of the Centene Property and Port Authority Property ("**Landscape Improvements**") as depicted in detail and with specificity on the Area of Great Falls Apartment, LLC Landscape Commitment attached hereto as Exhibit B and by this reference incorporated herein (hereinafter referred to as the "**Landscape Commitment**"); and,

**WHEREAS**, the aggregate area designated for Landscape Improvement which includes the Easement and portions of the Centene and Port Authority Properties is depicted in detail and with specificity on the Landscape Commitment (hereinafter referred to as the "**Landscape Area**"); and,

**WHEREAS**, Centene and the Port Authority are willing to permit GF Apt to install the landscaping, irrigation and improvements within the Landscape Area in exchange for GF Apt agreeing to be responsible for the construction and installation of the Landscape Improvements and to be responsible for conducting all routine and long-term maintenance of the Landscape Improvements located within the Landscape Area.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the parties agree as follows:

## **Section 1. New Improvements**

GF Apt shall install the Landscape Improvements within the Landscape Area in accordance with the plans described on Attachment A, attached hereto ("Landscape Plan"). The parties acknowledge and agree that any deviation from the Landscape Plan shall require the mutual written consent of the parties. Upon completion of Landscape Improvements, GF Apt shall provide to Centene and the Port Authority a final site map detailing the location of the completed Landscape Improvements. All Landscape Improvements shall be installed prior to May, 2015. Any new or additional irrigation, landscaping or plantings installed after that date shall comply with Section 2 set forth below.

## **Section 2. Responsibilities and Obligations of GF Apt.**

(a) Except as specifically set forth in Section 3 below, GF Apt shall be responsible for all construction, maintenance, operations, improvements, repairs and alterations of the Landscape Improvements, including, but not limited to, daily, weekly, seasonal, and cyclical maintenance, repairs, renovation or replacements of Landscape Improvements as required to maintain the Landscape Improvements in good and healthy condition and proper working condition, free and clear of all liens and encumbrances. Centene and the Port Authority hereby grant unto GF Apt throughout the term of this Agreement full access rights over and across the Landscape Area to install and maintain the Landscape Improvements, respectively to allow GF Apt to access the Landscape Area for the purposes described hereunder.

(b) GF Apt shall obtain written approval from Centene and the Port Authority prior to any construction, alteration, improvement, major repairs or major maintenance required in the discretion of GF Apt, subsequent to the construction and installation of the initial Landscape Improvements, with a value of \$2,500 or greater, to ensure that such activities are acceptable and in accord with the terms of this Agreement.

(c) GF Apt shall obtain and keep in force and effect appropriate liability and property damage insurance coverage for the Landscape Improvements and all associated construction or maintenance work within the Landscape Area in amounts not less than \$1.0 million per occurrence, \$2.0 million aggregate, said insurance shall name the Port Authority and Centene as additional insureds and be written on a "primary—noncontributory basis. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI. Additional Insured Endorsements shall also be provided as evidence that the Port Authority and Centene are included or named as additional or named insureds. The insurance must be in a form suitable to the Port Authority and Centene.

## **Section 3. Responsibilities and Obligation of Centene and the Port Authority.**

(a) Centene and the Port Authority shall have no responsibility for installation; care, maintenance or repair of Landscape Improvements.

(b) Centene and the Port Authority reserve the right to install additional improvements within the portion of the Landscape Area situated within their respective properties, including, but not limited to: benches, signage, lighting, trash cans, memorials, and other amenities. Centene and the Port Authority shall be responsible for maintaining and repairing any improvements in the Landscape Area other than the Landscape Improvements.

**Section 4. Indemnification.** GF Apt shall indemnify, defend, and hold harmless Centene and the Port Authority from any and all actions, claims, damages, losses, liabilities, and expenses (including

attorney's fees) (collectively "Claims") arising out of any act, or failure to act, on the part of GF Apt, its contractors, agents or employees, associated with the performance of this Agreement.

**Section 5.**

**Nondiscrimination:** GF Apt agrees that all hiring by GF Apt of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

**Section 6.**

**Compliance with Laws:** GF Apt agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA.

**Section 7. Modification and Amendment.** This Agreement may be amended or modified by written agreement signed by all parties.

**Section 8. Termination.** This Agreement may be terminated upon:

- (a) The mutual written agreement of all parties; or
- (b) By either Centene or the Port Authority upon ninety (90) days written notice to GF Apt.

In the event of Termination of this Agreement pursuant to subparagraphs (a) or (b) all plantings, landscaping and improvements contained within the boundaries of the Landscape Area shall become and be considered the property of the party which owns the applicable portion of the Landscape Area.

**Section 9. Binding Effect.** This Agreement, which shall be recorded at the Great Falls County Clark and Recorder's Office, runs with the land and is binding upon the assigns and successors of the parties hereto.

**Section 10. Default and Remedies.**

(a) In the event of any breach of this Agreement by GF Apt, the non-breaching party shall give the breaching party written notice describing in detail and with specificity the breach and thirty (30) days or such additional reasonable period of time within which to cure provided that the breaching party is diligently pursuing a cure of the default ("GF Apt Default").

(b) In the event of a GF Apt Default, the Port Authority and/or Centene may, at their sole option, cure such Default and within ten (10) days after receipt of an invoice from curing party, GF Apt shall pay the out-of-pocket costs (including any attorney's fees incurred by Centene or Port Authority) plus ten percent (10%).

(c) Any unpaid sums owed by GF Apt to Centene or Port Authority shall bear interest at the rate of twelve percent (12%) per annum until paid in full and shall constitute a lien against the GF Apt Property.



**Section 11. Governing Law.** The law governing the interpretation or enforcement of the terms and condition of the Agreement shall be the laws of the State of Montana.

**Section 12. Counterparts.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one party, and all of which taken together will for all purposes constitute one and the same agreement, binding on all of the parties, notwithstanding that all of such parties have not executed the same counterpart. Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Great Falls Port Authority and Great Falls Apt have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GREAT FALLS APARTMENT, LLC**

By: Farran Residential, LP, a  
Montana limited partnership  
Its: Managing Member

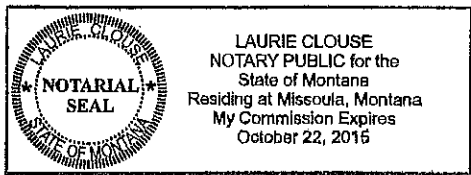
By: FR GP1, LLC, a  
Montana limited liability company  
and general partner of Farran Residential, LP

By: James P. Corrick  
James P. Corrick  
Its: President

STATE OF MONTANA            )  
  ) ss.  
COUNTY OF MISSOULA        )

The forgoing instrument was acknowledged before me this 10 day of March, 2015  
by James P. Corrick and \_\_\_\_\_ as Managers of Great Falls Apartment, LLC.

Laurie Clouse  
Notary Public for the State of Montana  
Printed Name: Laurie Clouse  
Residing at Missoula  
My Commission Expires Oct 22, 2015





**GREAT FALLS PORT AUTHORITY**

(Seal of the City)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Lisa Kunz, City Clerk

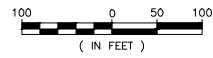
Approved as to Form:

By: \_\_\_\_\_  
Sara R. Sexe, City Attorney

**EXHIBIT "A"**

**Amended Plat**

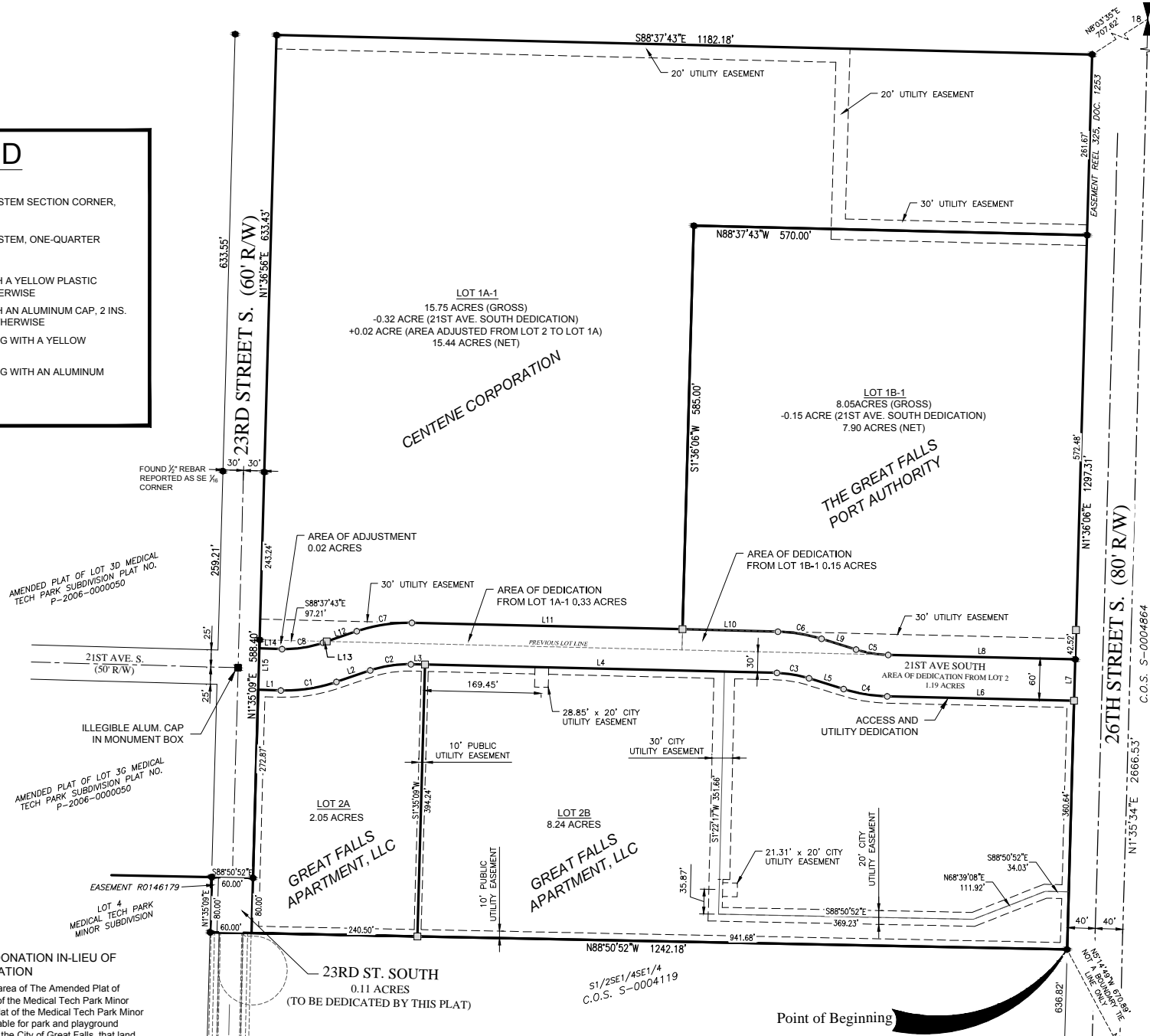
**EXHIBIT "A" THE AMENDED PLAT OF  
 LOT 1A AND LOT 1B OF THE AMENDED PLAT OF LOTS 1 AND 5 OF THE MEDICAL TECH PARK MINOR SUBDIVISION, PLAT NO. P-2005-0000018;  
 AND LOT 2 OF A PLAT OF THE MEDICAL TECH PARK MINOR SUBDIVISION, PLAT NO. P-2004-0000034;  
 SITUATED IN THE SE1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST,  
 PRINCIPAL MERIDIAN, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA.**



**LEGEND**

- FOUND A PUBLIC LAND SURVEY SYSTEM SECTION CORNER, AS DESCRIBED.
- FOUND A PUBLIC LAND SURVEY SYSTEM, ONE-QUARTER CORNER, AS DESCRIBED.
- FOUND A REBAR, 5/8 IN. DIAM., WITH A YELLOW PLASTIC CAP, 1562LS, UNLESS NOTED OTHERWISE
- FOUND A REBAR, 5/8 IN. DIAM., WITH AN ALUMINUM CAP, 2 INS. DIAM., 1641LS, UNLESS NOTED OTHERWISE
- SET A REBAR, 5/8 IN. DIAM., 24" LONG WITH A YELLOW PLASTIC CAP, 14732LS.
- SET A REBAR, 5/8 IN. DIAM., 24" LONG WITH AN ALUMINUM CAP, 2 INS. DIAM., 14732LS.

| SEGMENT | LENGTH | BEARING / DELTA | RADIUS |
|---------|--------|-----------------|--------|
| C1      | 81.94  | 20°24'46"       | 230.00 |
| C2      | 59.86  | 20°10'33"       | 170.00 |
| C3      | 47.53  | 16°01'04"       | 170.00 |
| C4      | 64.30  | 16°01'04"       | 230.00 |
| C5      | 47.52  | 16°00'56"       | 170.00 |
| C6      | 64.30  | 16°00'56"       | 230.03 |
| C7      | 80.99  | 20°10'33"       | 230.00 |
| C8      | 60.57  | 20°24'46"       | 170.00 |
| L1      | 32.48  | S88° 23' 30"E   |        |
| L2      | 51.82  | N71° 11' 44"E   |        |
| L3      | 20.63  | S88° 37' 45"E   |        |
| L4      | 509.90 | S88° 37' 45"E   |        |
| L5      | 52.44  | S72° 36' 39"E   |        |
| L6      | 270.96 | S88° 37' 43"E   |        |
| L7      | 60.00  | S1° 36' 05"W    |        |
| L8      | 271.20 | S88° 37' 43"E   |        |
| L9      | 52.44  | S72° 36' 39"E   |        |
| L10     | 137.90 | N88° 37' 45"W   |        |
| L11     | 392.63 | N88° 37' 45"W   |        |
| L12     | 40.29  | S71° 11' 44"W   |        |
| L13     | 5.76   | S71° 11' 44"W   |        |
| L14     | 32.51  | N88° 23' 30"W   |        |
| L15     | 72.28  | S1° 35' 09"W    |        |



**PURPOSE**  
 TO AMEND LOT 1A AND LOT 1B OF THE AMENDED PLAT OF LOTS 1 AND 5 OF THE MEDICAL TECH PARK MINOR SUBDIVISION, PLAT NO. P-2005-0000018; AND LOT 2 OF A PLAT OF THE MEDICAL TECH PARK MINOR SUBDIVISION, PLAT NO. P-2004-0000034;

**BASIS OF BEARING**  
 BEARINGS ARE GRID, DERIVED FROM G.P.S. OBSERVATIONS WITH SURVEY-GRADE RECEIVERS AND REFERENCED TO THE MONTANA COORDINATE SYSTEM, SINGLE ZONE, NAD 83 (1999), AS DESCRIBED ON CERTIFICATE OF SURVEY NO. S-0004864 CS. THE ROTATION TO A PLAT OF THE MEDICAL TECH PARK MINOR SUBDIVISION PLAT NO. P-2004-0000034 IS: -0°38'21" (LEFT OR COUNTER CLOCKWISE)

**AREAS:**

| LOT          | SQ. FT.            | ACRES        |
|--------------|--------------------|--------------|
| LOT 1A-1     | 672,569.1          | 15.44        |
| LOT 1B-1     | 344,125.4          | 7.90         |
| LOT 2A       | 89,298.4           | 2.05         |
| LOT 2B       | 358,935.8          | 8.24         |
| 21st AVE S.  | 72,745.5           | 1.67         |
| 23rd AVE. S. | 4,791.6            | 0.11         |
| <b>TOTAL</b> | <b>1,542,466.0</b> | <b>35.41</b> |

**CERTIFICATE OF DEDICATION**  
 Great Falls Apartment, LLC, The Great Falls Port Authority, and Centene Corporation, the undersigned property owners, do hereby certify that Great Falls Apartment, LLC, The Great Falls Port Authority, and Centene Corporation 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 Great Falls, Montana, to wit:

A tract of land being The Amended Plat of Lot 1A and Lot 1B of the Amended plat of Lots 1 and 5 of The Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of The Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; more particularly described as follows:

Commencing at the corner to Sections 17, 18, 19, and 20, Township 20 North, Range 4 East, Principal Meridian, Cascade County, Montana; thence N.5°14'49"W., for 670.90 feet to the southeast corner of Lot 2 of A Plat of The Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; the Point of Beginning; thence N.88°50'52"W., a distance of 1242.18 feet; thence N.1°35'09"E., a distance of 80.00 feet; thence S.88°50'52"E., a distance of 60.00 feet; thence N.1°35'09"E., a distance of 588.40 feet; thence N.1°36'56"E., a distance of 633.43 feet; thence S.88°37'43"E., a distance of 1182.18 feet; thence S.1°36'06"W., a distance of 1297.31 feet to the Point of Beginning of the parcel herein described, containing 35.41 acres, more or less.

The above described tract of land is to be known and designated as The Amended Plat of Lot 1A and Lot 1B of the Amended Plat of Lots 1 and 5 of the Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of the Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; 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.

**GREAT FALLS APARTMENT, LLC**  
 BY: \_\_\_\_\_  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
 (Acknowledged and notarized signatures of all record owners of platted property)

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )  
 This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2014 by \_\_\_\_\_.

Notary Public for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My commission expires \_\_\_\_\_

**THE GREAT FALLS PORT AUTHORITY**  
 BY: \_\_\_\_\_  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
 (Acknowledged and notarized signatures of all record owners of platted property)

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )  
 This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2014 by \_\_\_\_\_.

Notary Public for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My commission expires \_\_\_\_\_

**CENTENE CORPORATION**  
 BY: \_\_\_\_\_  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
 (Acknowledged and notarized signatures of all record owners of platted property)

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )  
 This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2014 by \_\_\_\_\_.

Notary Public for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My commission expires \_\_\_\_\_

**CERTIFICATE OF EXCLUSION FROM MONTANA  
 DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW**

The Amended Plat of Lot 1A and Lot 1B of the Amended Plat of Lots 1 and 5 of the Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of the Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; City of Great Falls, Cascade County, Montana, a first-class municipality, and within the planning area of the Great Falls Growth Policy which was adopted pursuant to MCA 76-1-601 et seq., and can be provided with adequate stormwater drainage and adequate municipal facilities. Therefore, under the provisions of MCA 76-4-125(2)(d), pursuant to 76-4-127 this subdivision is excluded from the requirement for Montana Department of Environmental Quality review.

**CERTIFICATE ACCEPTING CASH DONATION IN-LIEU OF  
 PARK LAND DEDICATION**

In as much as dedication of park land within the platted area of The Amended Plat of Lot 1A and Lot 1B of the Amended Plat of Lots 1 and 5 of the Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of the Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; would be undesirable for park and playground purposes, it is hereby ordered by the city commission of the City of Great Falls, that land dedication for park purposes be waived and the cash in-lieu, in the amount of \$10,867.35 dollars be accepted in accordance with the provisions of the Montana Subdivision and Platting Act MCA 76-3-621(4) and the Great Falls Municipal Code.

**CERTIFICATE OF SURVEYOR**  
 I, Daniel J. Boers, Montana Professional Land Surveyor License No. 14732LS, do hereby certify that The Amended Plat of Lot 1A and Lot 1B of the Amended plat of Lots 1 and 5 of The Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of The Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034, was surveyed under my supervision between April 2013 and October 2014, and platted the same as shown on the accompanying plat and as described in accordance with the provisions of the Montana Subdivision and Platting Act, §76-3-101 through §76-3-625, M.C.A. I further certify that monuments which have not been set by the filing date of this instrument will be set by June 2015, due to public improvements construction pursuant to A.R.M. 24.183.1101(1)(d).  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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 the 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 4th day of March, 2014.  
 Gregory T. Doyon, City Manager  
 City of Great Falls, 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 giving defined have been paid.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Jamie Bailey  
 Treasurer  
 Cascade County, Montana

**CERTIFICATE OF GREAT FALLS PLANNING BOARD**  
 We, the undersigned, R. Nathan Weisenburger, Chairman, Great Falls Planning Board, and Craig Raymond, Secretary of said Great Falls Planning Advisory Board, do hereby certify that the accompanying plat of The Amended Plat of Lot 1A and Lot 1B of the Amended Plat of Lots 1 and 5 of the Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of the Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; 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 13th day of August, 2013.

**CERTIFICATE OF CLERK & RECORDER**  
 STATE OF MONTANA )  
 ) ss.  
 County of Cascade )  
 Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2014, at \_\_\_\_\_ o'clock.  
 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Rina Moore, Clerk & Recorder  
 Cascade County, Montana

**CERTIFICATE OF PUBLIC WORKS DIRECTOR**  
 I, Jim Rearden, Public Works Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying plat of The Amended Plat of Lot 1A and Lot 1B of the Amended Plat of Lots 1 and 5 of the Medical Tech Park Minor Subdivision, Plat No. P-2005-0000018; and Lot 2 of A Plat of the Medical Tech Park Minor Subdivision, Plat No. P-2004-0000034; 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 \_\_\_\_\_, 2014.

Jim Rearden, Public Works Director  
 City of Great Falls, Montana

|  |   |  |          |                      |
|--|---|--|----------|----------------------|
| <br>MORRISON MAIERLE, Inc.<br>ENGINEERS, SCIENTISTS, SURVEYORS, PLANNERS SINCE 1945<br>1000 11th, 200 Technology Blvd., E. Glacier, MT 59717 • Phone (406) 587-0721 Fax (406) 582-8732 | 1/4 SEC.                                      | SECTION  | TOWNSHIP | RANGE                |
|  | SE  | 18   | T20N     | R4E                  |
| CLIENT: GP   | PRINCIPAL MERIDIAN, MONTANA<br>CASCADE COUNTY |  |          |                      |
| FIELD WORK: JW/DB  | DATE: 02/2015                                 | PLOTTED DATE: Feb/27/2015 01:48:06 pm                        |          |                      |
| DRAWN BY: DS   | SCALE: 1"=100'                                | DRAWING NAME: N:\3959\012\ACAD\Exhibits\EXHIBIT A 022715.dwg |          |                      |
| CHECKED BY: DJB  | PROJ #: 3959.012                              | SHEET 1  | OF 1     | PLOTTED BY: mkleston |

**EXHIBIT "B"**

**Area of Great Falls Apartment, LLC Landscape Commitment**

# EXHIBIT "B" - AREA OF GREAT FALLS APARTMENT, LLC LANDSCAPE COMMITMENT

**AREA FOR LANDSCAPING AND IRRIGATION**

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

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

Point of Beginning

EXISTING FENCE

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

LOT 1A  
 MEDICAL TECH PARK  
 MINOR SUBDIVISION

LOT 1B  
 MEDICAL TECH PARK  
 MINOR SUBDIVISION

FND. REBAR

FND. REBAR

21ST AVE. SOUTH

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

ACCESS AND  
 UTILITY DEDICATION

LOT 2A  
 11.59 AC.

FND. REBAR  
 W/ YPC

FND. REBAR  
 W/ YPC

23RD STREET S. (60' R/W)

26TH STREET S. (80' R/W)

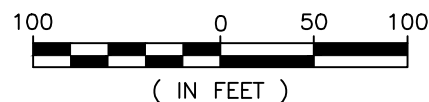
LOT 4  
 MEDICAL TECH PARK  
 MINOR SUBDIVISION  
 JOHN H. SHEFFELS  
 39 PROSPECTOR DR.  
 GREAT FALLS, MT 59405-4123

FND. REBAR  
 W/ YPC

R50'  
 PUBLIC ACCESS  
 EASEMENT

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

ROMAN CATHOLIC  
 BISHOP OF GREAT FALLS  
 P.O. BOX 1399  
 GREAT FALLS, MT 59403-1399



**MORRISON MAIERLE, INC.**  
 An Employee-Owned Company

ENGINEERS  
 SCIENTISTS  
 SURVEYORS  
 PLANNERS  
 SINCE 1945

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

PO Box 1113, 2880 Technology Blvd. W., Bozeman, MT. 59771 • Phone: (406) 587-0721 Fax: (406) 922-6702

PRINCIPAL MERIDIAN, MONTANA  
 CASCADE COUNTY, MONTANA

CLIENT: \_\_\_\_\_

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

DATE: 05/2013  
 SCALE: 1"=100'  
 PROJ #: 3959.012

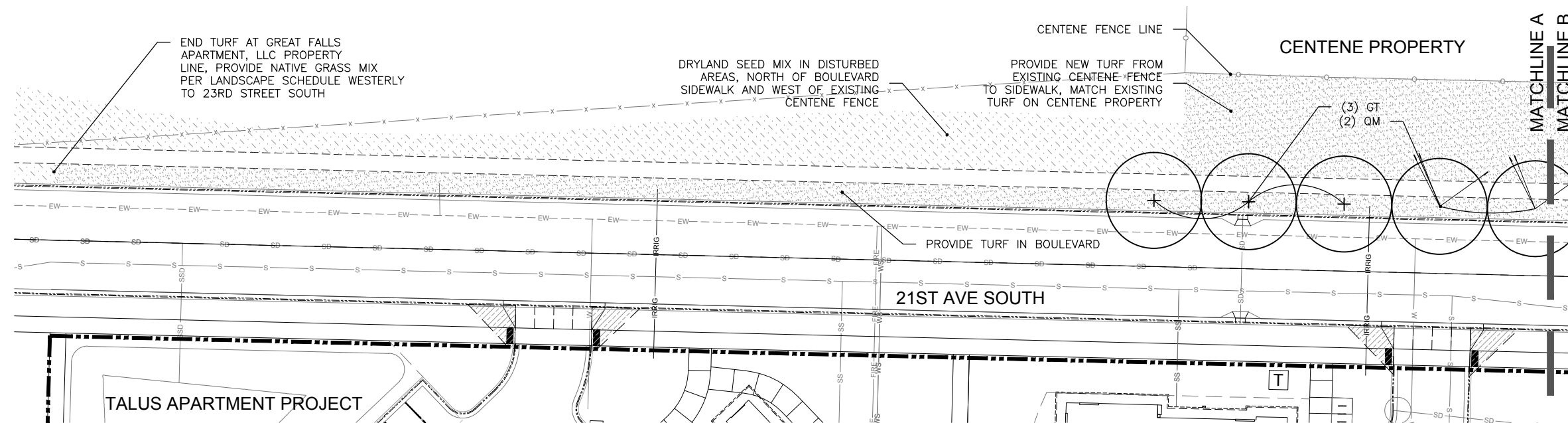
PLOTTED DATE: Feb/27/2015 - 01:58:15 pm  
 DRAWING NAME:  
 N:\3959\012\ACAD\Exhibits\Landscape Exhibit B2 022715.dwg  
 SHEET 1 OF 1 PLOTTED BY: mekstrom



**ATTACHMENT A**

**Landscape Plan**

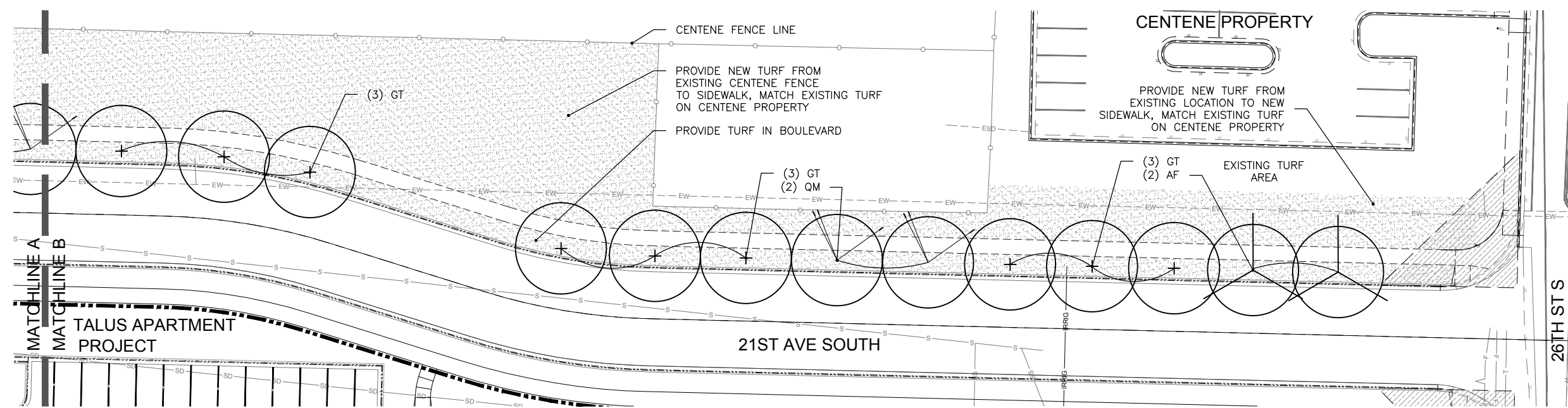
# CENTENE PLANTING PLAN



## LEGEND

- SOD - PROVIDED BY A COMMERCIAL SOD FARM LOCATED IN THE CASCADE COUNTY
- NATIVE GRASS MIX
- CLEAR VISION TRIANGLE
- GREAT FALLS APARTMENT LLC, PROPERTY BOUNDARY

NOTE: SEE CIVIL AND ARCHITECTURAL DRAWINGS FOR ADDITIONAL LEGEND ITEMS



## GENERAL NOTES

1. THIS LANDSCAPE PLAN IS PROVIDED FOR REFERENCE PURPOSES ONLY AS AN EXHIBIT TO THE LANDSCAPE IMPROVEMENTS AND MAINTENANCE PLAN BETWEEN GREAT FALLS APARTMENT, LLC AND ASSIGNS AND CENTENE CORPORATION AND THE GREAT FALLS PORT AUTHORITY. PLEASE REFER TO ATTACHED AGREEMENT FOR ADDITIONAL INFORMATION. FULL LANDSCAPE DRAWINGS ARE PROVIDED AS A PART OF THE "TALUS APARTMENT" PROJECT, ON FILE WITH GREAT FALLS APARTMENT, LLC. PLEASE REFERENCE THE FULL LANDSCAPE DRAWINGS FOR ADDITIONAL PROJECT INFORMATION AND DETAILS.
2. ALL WORK SHALL BE CONTAINED WITHIN THE SUBJECT PROPERTY BOUNDARY LINES AND ADJACENT RIGHT-OF-WAY. PERMISSION TO ENTER ADJACENT, PRIVATE PROPERTY, IF NEEDED, IS THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATE ALL WORK WITHIN CITY RIGHT-OF-WAY WITH THE CITY.
3. IN ORDER TO PREVENT DAMAGE TO BOTH VEGETATION AND PUBLIC UTILITY LINES, ALL TREES AND OTHER LARGE VEGETATION SHALL BE PLANTED NO CLOSER THAN THE MINIMUM DISTANCE SPECIFIED BY THE CITY OF GREAT FALLS OR 10- FEET IF THE CITY DOESN'T HAVE A REQUIREMENT. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY DISTANCE FROM ALL UTILITIES AT TIME OF INSTALLATION.
4. ANY DAMAGE TO UTILITY LINES, RESULTING FROM THE ACTIONS OF THE CONTRACTOR IN THE INSTALLATION AND MAINTENANCE OF REQUIRED LANDSCAPING SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO CORRECT.
5. VERIFY WITH THE PROJECT MANAGER AND UTILITY COMPANIES THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO START. REPAIR ANY DAMAGE TO EXISTING UTILITIES, CURBS, PAVEMENTS AND STRUCTURES WHICH OCCUR DURING THE CONSTRUCTION OF THE PROJECT OR AS A RESULT OF THE CONTRACTOR'S ACTIVITIES, AT NO ADDITIONAL COST TO THE OWNER.
6. SAFEGUARD ALL BUILDING SURFACES, EQUIPMENT AND FURNISHINGS. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY WHICH MAY OCCUR AS A RESULT OF NEGLIGENCE IN THE EXECUTION OF THE WORK.

## PLANT SCHEDULE

| SYM             | BOTANICAL NAME                  | COMMON NAME         |
|-----------------|---------------------------------|---------------------|
| DECIDUOUS TREES |                                 |                     |
| AF              | ACER X FREEMANII                | AUTUMN BLAZE MAPLE  |
| GT              | GLEDITSIA TRIACANTHOS 'SKYCOLE' | SKYLINE HONEYLOCUST |
| QM              | QUERCUS MACROCARPA              | BUR OAK             |

## IRRIGATION NOTES

1. ALL LANDSCAPE AREAS WITHIN THE SITE, EXCEPT THOSE PLANTED WITH THE DRYLAND SEED MIX, SHALL BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. THE USE OF HOSE BIBS ON THE EXTERIOR OF EXISTING OR PROPOSED STRUCTURES IS NOT ACCEPTABLE.
2. ALL IRRIGATION SYSTEMS AND LANDSCAPED AREAS SHALL BE DESIGNED, CONSTRUCTED, OPERATED AND MAINTAINED SO AS TO PROMOTE WATER CONSERVATION AND PREVENT WATER OVERFLOW OR SEEPAGE INTO THE STREET, SIDEWALK OR PARKING AREAS.
3. ALL TURF AREAS TO BE IRRIGATED WITH AN AUTOMATIC POP-UP IRRIGATION SYSTEM. ALL SHRUB BEDS AND TREES ARE TO BE IRRIGATED WITH AN AUTOMATIC DRIP IRRIGATION SYSTEM OR ACCEPTABLE ALTERNATIVE. THE IRRIGATION SYSTEM IS TO BE ADJUSTED TO MEET THE WATER EQUIPMENTS OF THE INDIVIDUAL PLANT MATERIAL.
4. IRRIGATION SYSTEM WATER SOURCE SHALL BE FROM CITY WATER MAIN LOCATED IN 21ST AVENUE SOUTH. BACKFLOW PREVENTION DEVICE SHALL BE PROVIDED PER CITY STANDARDS. IRRIGATION SYSTEM TO MEET ALL LOCAL AND STATE CODES.
5. CONTRACTOR SHALL MAKE HIMSELF AWARE OF ALL EXISTING AND PROPOSED SITE CONDITIONS, INCLUDING PLANTING, GRADING, BUILDING CONSTRUCTION, WATER DEVELOPMENT, ELECTRIC SERVICE, AND SUPPLY, PRIOR TO COMMENCEMENT OF WORK. NOTE ANY SLEEVES AND IRRIGATION STUBS FOR FUTURE WORK.
6. CONTRACTOR SHALL LOCATE AND PROTECT ALL UNDERGROUND UTILITIES, CONDUITS, AND STRUCTURES AND SHALL ASSUME RESPONSIBILITY FOR ANY DAMAGE INCURRED.
7. THE IRRIGATION CONTRACTOR SHALL CAREFULLY SCHEDULE HIS WORK WITH THE CONTRACTOR AND ALL OTHER CONSTRUCTION ACTIVITIES.
8. THE IRRIGATION CONTRACT INCLUDES SUPPLYING AND INSTALLING ALL MATERIALS AND EQUIPMENT FOR A COMPLETE, AUTOMATIC IRRIGATION SYSTEM. ANY ITEMS REQUIRED TO CONFORM WITH SUCH INTENT ARE CONSIDERED TO BE INCIDENTAL TO THE WORK.
9. CONTRACTOR SHALL REFER TO LANDSCAPE AND UTILITY PLANS WHEN LAYING OUT HEAD PLACEMENT AND TRENCHING.

## PLANT SCHEDULE

| DRYLAND SEED MIX - WESTERN NATIVE MIX (OR APPROVED EQUAL) |                               |  |
|---|-------------------------------|--|
| 25%   | CRITANA THICKSPIKE WHEATGRASS | PROVIDE FRESH, CLEAN, AND DRY NEW SEED WITH NOT LESS THAN 80% GERMINATION, NOT LESS THAN 95% PURE SEED, AND NOT MORE THAN 0.5% WEED SEED. APPLY DRYLAND SEED MIXTURE AT A RATE OF 8-10 LBS/ACRE. FERTILIZER FOR DRYLAND SEEDED AREAS SHALL CONSIST OF NITROGEN 11%, PHOSPHATE 55%, POTASH 12%. APPLICATION RATE SHALL BE 200 LBS/ACRE. |
| 25%   | SLENDER WHEATGRASS            |  |
| 20%   | LODORM GREEN NEEDLE GRASS     |  |
| 20%   | WESTERN WHEATGRASS            |  |
| 10%   | SECAR BLUE BUNCH WHEATGRASS   |  |

# INKSTONE ARCHITECTURE

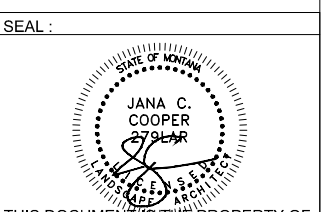
259 West Front Street #5 • Missoula, MT 59802  
phone 406-549-0577 • fax 406-542-0256



tdhengineering.com  
GREAT FALLS-BOZEMAN-KALISPELL-SHELBY MONTANA  
SPOKANE WASHINGTON  
LEWISTON IDAHO  
WATFORD CITY NORTH DAKOTA

| REV | DATE       | DESCRIPTION         |
|-----|------------|---------------------|
|     | 2/3/2014   | PERMIT SET          |
|     | 2/28/2014  | LANDSCAPE BID SET   |
|     | 4/2/2014   | REVISED PERMIT SET  |
| △   | 7/2/2014   | TRAIL REVISIONS     |
| △   | 10/15/2014 | LANDSCAPE REVISIONS |

New Apartment Complex:  
**Talus Apartments**  
26th Street South  
Great Falls, Montana



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## CENTENE LANDSCAPE PLAN

DRAWN BY: JCC  
CHECKED BY: WD  
SCALE: AS NOTED  
JOB NO. 13-292

## ATTACHMENT A TO LANDSCAPE & MAINTENANCE PLAN