



**Item:** Amended Annexation and Improvement Agreement for AgriTech Park Addition, a Tract of Land Located in Government Lots 8 & 9, in the SW 1/4 And SE 1/4 of Section 34, T21N, R4E, P.M.M., Cascade County, Montana

**From:** Craig Raymond, CBO, Director of Planning & Community Development

**Initiated By:** Planning and Community Development

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

**Action Requested:** Approve the Amended Annexation and Improvement Agreement for AgriTech Park

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Amended Annexation and Improvement Agreement for AgriTech Park Addition.”

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

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**Background:** The applicant, Great Falls Development Authority (GFDA), applied for annexation of ±196 acres with initial zoning of I-2 Heavy industrial district, which was later modified to PUD – Planned Unit Development, and a major plat, which subdivided the property into 10 lots, in May, 2012. AgriTech Park Addition is a proposed rail-served heavy industrial park with an emphasis on value-added processing of agricultural products. The subject property is generally located north of 18th Avenue North, both east and west of 67th Street North. The property comprises 196.549 acres, of which 193.684 are proposed as industrial lots and 2.865 is the right-of-way of 67th Street North. The project was initially speculative; however, subsequent to the City Commission approving the Final Plat, staff has been processing applications for development projects in AgriTech Park. Knowing what types of developments are being proposed helps us to understand what requirements are appropriate.

The City Commission approved the Preliminary Plat of AgriTech Park at a regular City Commission meeting on August 7, 2012.

At an October 2, 2012, public hearing, the City Commission heard a presentation from City staff and GFDA and listened to proponents and opponents of the project. City Commissioners then proceeded to discuss balancing the desire for economic development with environmental protections, expressing concerns regarding development east of 67<sup>th</sup> Street North (proposed Lots 9 and 10), potential impacts and costs of stormwater runoff on Whitmore Ravine, development of proposed Lot 8, establishment of development standards to protect adjacent land, the appraised value of the land for the proposed AgriTech Park, and the need for creation of a Tax Increment Financing (TIF) District. The City Commission expressed a desire to hear options for moving forward and voted 4-1 to table consideration until the first City Commission meeting in November 2012.

At the November 7, 2012, meeting, staff presented alternative motions based upon the general direction received from the City Commission. City Commission adopted Resolution 9993 to annex the ±196 acre subject property into the City and remanded all other matters back to the Planning Advisory Board/Zoning Commission with direction that the Board consider a revised Annexation and Development Agreement and Final Plat, and an Ordinance zoning the subject property PUD – Planned Unit Development, with all conditions of approval and development standards proposed, or agreed to, by GFDA included in, or referenced in, the Zoning Ordinance.

At the conclusion of a public hearing held on December 11, 2012, the Planning Advisory Board/Zoning Commission conditionally approved the Final Plat of AgriTech Park Addition, and recommended that the City Commission assign a zoning classification of PUD – Planned Unit Development to the 10 lots in the subdivision.

During the December 15, 2013, Commission meeting, the City Commission voted to approve the Final Plat and the Annexation and Development Agreement all pertaining to AgriTech Park Addition and also voted to adopt Ordinance 3097 assigning PUD zoning to AgriTech Park Addition.

Subsequent to the execution of the original Annexation and Development Agreement, it has become apparent that a new agreement is needed for a few basic reasons:

- a) Timing- In the approved Annexation and Development Agreement, there were certain performance requirements for the installation of infrastructure to support the development within a 2-year time frame which the developer could not meet.
- b) Approved Plat- The developer is proposing material changes to the layout of lots in order to accommodate purchasers of property in the development.
- c) Storm Water- Original agreement set forth certain requirements for a Master Drainage Plan to be prepared for the entire development. This condition has been met and the Amended Agreement takes into account the results from this plan.
- d) Format- Planning and Community Development has adopted a new format for improvement agreements which better defines roles and responsibilities of all parties, defines minor and major changes and how each shall be performed, and in this case, omits certain conditions which have already been met or are contained within Resolution 9993 and/or Ordinance 3097 and which are deemed to be repetitive.

Due primarily to the extensive formatting changes as well as the material changes, the Amended Agreement is presented as an entirely new document rather than itemized amendments or addendums. The following is a synopsis of the material changes:

**TIMING-** All references to specific time periods for installation of infrastructure are removed. The proposed Amended Agreement places performance requirements dependent on the pace of development of lots. Certain permits and approvals for specific lots will not be granted until the needed infrastructure to support those lots is either installed or contracts for their installation have been executed. This change benefits both the developer and the City. The developer will not be required to outlay large sums of capital until such time as the infrastructure is actually needed to support the development. The City benefits by not being required to maintain or repair additional infrastructure until such time that it is clear there is a benefit to the City.

**PLAT REVISIONS-** The developer is proposing changes to the final approved plat. These specific changes are required to be processed through a separate approval process. However, this creates a need to adjust the approved Annexation and Development Agreement to provide a certain amount of flexibility and reflect what is expected to be a new reality. Plat alterations being considered are the consolidation of 2 lots to accommodate a larger development, and a boundary line adjustment in order to accommodate a smaller development. The proposed Plat revisions do not appear to conflict with the spirit of the previously approved zoning ordinance, but they create procedural and sequencing conflicts with the approved Annexation and Development Agreement if they are to be interpreted and administered strictly. These proposed plat amendments affect the timing of installation of water, sewer, roadway and rail improvements. It also provides for the elimination of rail access for the proposed reconfigured Lot 5, which will not be required to have direct rail access.

**STORM WATER-** The approved Annexation and Development Agreement included requirements that a Master Drainage Plan be prepared in order to determine if the proposed storm water retention ponds and other proposed measures at the Subdivision will have any impacts on the subsurface water table, and potentially, the existing improvements and drainages on the surrounding properties. This condition has been met and the approved study has provided for the framework by which all specific storm water designs will be reviewed and approved. The Amended Agreement also includes certain provisions for protective mitigation measures for neighboring properties outside of the approved Subdivision.

**OMISSIONS/DELETIONS-**

Fees: Certain fees and charges have been deleted, as they have already been paid as required. Any unpaid fees are still included and itemized in the Amended Agreement.

City Acceptance and Zoning: The Subdivision has already been approved and annexed into the City. Also, the approved Annexation and Development Agreement was inconsistent with the eventual approval of PUD zoning. This section has been deleted.

Restrictions on Development of Lots in Subdivision: These restrictions are contained in Ordinance 3097 and are deemed to be repetitive, and have been deleted from the Amended Agreement.

**Concurrences:** Representatives from the City Planning & Community Development Department, Great Falls Fire and Rescue and Public Works have been involved in the creation of the Amended Agreement and are in concurrence with the provisions contained herein.

**Fiscal Impact:** There is reason to believe that the approval of the Amended Agreement will provide for a positive development environment which will ultimately create a positive fiscal impact.

**Alternatives:** The City Commission could vote to not approve the Amended Agreement, which may have negative consequences to the success of the AgriTech Park Addition.

**Attachments:**

Amended Annexation and Improvement Agreement

Resolution 9993 with Attachment A

Ordinance 3097

Approved Annexation and Development Agreement with Exhibit A

Aerial Map

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Mike Jacobson, Environmental Division Manager  
Dirk M. Johnson, Fire Marshal  
Kristal Kuhn, Emergency Planner  
Patty Cadwell, Neighborhood Council Coordinator  
Gareth Davis, Helena Chemical Project Manager, [davisg@helenachemical.com](mailto:davisg@helenachemical.com)  
Jeremiah Johnson, Great Falls Development Authority, [jjohnson@gfdevelopment.org](mailto:jjohnson@gfdevelopment.org)  
Mark Coleman, Malmstrom Air Force Base, [mark.coleman.2@us.af.mil](mailto:mark.coleman.2@us.af.mil)

**AMENDED ANNEXATION AND IMPROVEMENT AGREEMENT FOR AGRITECH PARK ADDITION,  
A TRACT OF LAND LOCATED IN GOVERNMENT LOTS 8 & 9, IN THE SW1/4 AND SE1/4 OF  
SECTION 34, T21N, R4E, P.M.M., CASCADE COUNTY, MONTANA**

**1. Preface**

The following is an Annexation and Improvement Agreement dated and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Great Falls AgriTech Park, LLC, a wholly owned subsidiary of GREAT FALLS DEVELOPMENT AUTHORITY, hereinafter referred to as "Great Falls AgriTech Park, LLC" and ROGER DONEY A/K/A ROGER L. DONEY, AS TRUSTEE OF TRUST B UNDER THE LAST WILL AND TESTAMENT OF JOHN R. LOY AND AS CO-TRUSTEE OF THE CAROLYN B. LOY TRUST UNDER WILL AND HELENE L. DONEY A/K/A HELENE DONEY AS CO-TRUSTEE OF THE CAROLYN B. LOY TRUST UNDER WILL, hereinafter referred to as "Trustees", (Great Falls AgriTech Park, LLC and Trustees are hereinafter cumulatively referred to as "Owners"), and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for development of AgriTech Park Addition, a tract of land located in Government Lots 8 & 9, the SW1/4, and in the SE1/4 of Section 34, T21N, R4E, P.M.M., Cascade County, Montana, hereinafter referred to as "Subdivision". This Agreement is binding upon and consented to by the following current lot owners: Pacific Hide and Fur Depot, as the current owner of lot 1; and, MSM Properties, LLC as the current owner of lot 2.

**2. Supporting Documents**

- 2.1 The Subdivision Plat of AgriTech Park Addition, prepared for the Owner, and filed in the office of the Clerk and Recorder of Cascade County, Montana, on the 5th day of March, 2013.
- 2.2 Engineering drawings, specifications, reports and cost estimates, preliminary and final, prepared for the Subdivision, consisting of documents for, but not limited to, rail service, sanitary sewer mains, the lift station, water mains, storm drainage improvements, and paving, and conduit for street crossings for wiring for potential future public roadway lighting facilities that are on file in the City Engineer's office.
- 2.3. Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations establishing the responsibilities of owners within Subdivision recorded in the Clerk and Recorder's Office of Cascade County, Montana.
- 2.4. Great Falls Municipal Ordinance 3097, which establishes Planned Unit Development zoning for the Subdivision.

**3. Changes**

- 3.1. The Owner understands that failure to build in compliance with approved plans is a breach of this agreement and a violation of the OCCGF, subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the Administrator (the Administrator is the person charged by the City Manager with the administration of this improvement agreement) is hereby authorized to permit minor changes to approved plans, as provided below.

- 3.1.1 Before making changes, the applicant must submit revised plans to the Administrator for review. Failure to do this before the proposed change is made is a breach of this agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within five (5) business days of receipt of the revised plan.
  - 3.1.2 Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided that they do not result in a violation of the conditions of approval – see Ordinance 3097 - for this Subdivision or the OCCGF.
  - 3.1.3 Based on a review of the revised plans, the Administrator may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.
  - 3.1.4 Minor changes in the location and specifications of the required public improvements may be permitted. Revised plans showing such changes must be referred to and accepted by the Director of Public Works before being submitted to and then considered for approval by the Administrator.
- 3.2 Substantial changes are not permitted by this agreement. A new public review and permitting process will be required for such changes. "Substantial Change" versus "Minor Change" is described as follows:
- 3.2.1 a change or changes in the approved use is a substantial change;
  - 3.2.2 a change or changes in the location or extent of the area proposed to be cleared, graded, or otherwise disturbed on each lot by more than 4,000 square feet is a substantial change, whereas a smaller change in the area that will be cleared, graded, or otherwise disturbed on a lot may be treated as a minor dimensional change;
  - 3.2.3 a change or changes in the location, extent, or design of any required public improvement is a substantial change, except where a minor change is accepted by the Director of Public Works and approved by the Administrator as set forth in paragraph 3.1.4, above;
  - 3.2.4 a change or changes in the approved number of buildings, structures or units on each lot is a substantial change;
  - 3.2.5 a change or changes in the size of any building or structure on each lot by 10% or more is a substantial change, whereas a lesser change in the size of a building, or structure may be treated as a minor dimensional change.
  - 3.2.6 Boundary line adjustments and the aggregation of lots shall also be considered minor changes, but subject to the requirements of the Montana Subdivision and Platting Act (76- 3-101, et seq).

#### **4. Fees and Charges**

- 4.1 The Owner and the City agree that the application and recording fees due under the previous version of this agreement have been paid except for the storm water fees required by 4.2, below.
- 4.2 The Storm Sewer Fee of \$250 per acre (196.549 acres x \$250 = \$49,137.25) shall be charged as lots are sold based on the area of each lot and shall be payable by the Owner at closing on the sale of each individual lot.
- 4.3 Owner shall reimburse City for its expenses incurred in testing and acceptance of public improvements to serve Subdivision at the rates charged by City for said work at the time it is performed.
- 4.4 Water tapping, water connection, sewer service tapping, and sewer connection fees will be charged at the time of installation.
- 4.5 Building permit fees will be charged at the rates prevailing at the time the application for a building permit is filed.
- 4.6 The absence of any fee from this Agreement lawfully charged by the City in connection with construction activity associated with Subdivision shall not constitute a waiver by the City of that fee.

#### **5. General Principles for Development of this Subdivision**

- 5.1 Owner hereby agrees to develop a rail-served heavy industrial subdivision.
- 5.2 There is no phasing plan for the Subdivision. In the event that lots are not developed in sequential order then infrastructure improvements to serve the intermediate lots shall be completed in conjunction with the lot being developed.
- 5.3 Owner hereby agrees not to place or erect any structure requiring water and/or sanitary sewer service upon Lots 7 through 10 or attempt to further subdivide the area defined by Lots 7 through 10 until final plans are approved by the City and contracts executed for improving 67<sup>th</sup> Street North, as provided in 6.16 and 6.17, below
- 5.4 As plans for infrastructure associated with all the undeveloped lots in the Subdivision have presently not been formalized, Owner hereby agrees not to place or erect any structure or improvement and/or infrastructure upon a lot within the Subdivision, or attempt to further subdivide the area defined by said Subdivision until plans for the necessary infrastructure have been reviewed and approved by the Director of Public Works, as specifically provided for each component of the public infrastructure in Section 6 of this agreement.

5.5 Building permits for structures on each Lot shall not be issued until the contracts for installation of the infrastructure improvements have been executed. Owner acknowledges that City will not permit the occupancy of any structure in Subdivision until all infrastructure serving the lot on which that structure is located has been installed, tested and accepted by City, as provided in this agreement, which acceptance will not be unreasonably withheld by City.

## **6. Public Improvements**

### **Water: Lots 1-5**

6.1 Owner agrees to obtain City approval of final plans for and execute contracts to complete the installation of water main improvements serving Lots 1 through 5 of the Subdivision before applying for any permits from the City, except approval of the currently proposed realignment of Lots 5 and 6 (if Lots 5 and 6 are reconfigured through the normal and regularly accepted platting process, then all references in this Agreement to Lots 5 and 6 shall refer to Lots 5 and 6 as reconfigured). These improvements include, but are not limited to a 16-inch water transmission main extension from its existing location in River Drive North, north to 18<sup>th</sup> Avenue North, then east to the easternmost property line of Lot 5.

6.2 Water distribution improvements will be completed in accordance with City and State of Montana DEQ Circular 1 standards, specifications, and other requirements. No Certificate of Occupancy will be issued for any structure in the Subdivision until the improvements required here are complete.

### **Water: Lots 6-10**

6.3 Owner agrees to obtain City approval of final plans for and execute contracts to complete the installation of water system improvements serving Lot 6 of the Subdivision before applying for any permits from the City for building on that lot.

6.4 Owner agrees to obtain City approval of final plans for and execute contracts to complete the installation of the water system improvements serving Lots 7-10 of the Subdivision before applying for any building permits from the City for building on those lots.

6.5 Water distribution improvements will be completed in accordance with City and State of Montana DEQ Circular 1 standards, specifications, and other requirements. No Certificate of Occupancy will be issued for any structure in the Subdivision until the improvements required here are complete.

### **Distribution Mains**

6.6 Additional distribution mains may be required to serve the domestic and fire flow demands of each individual lot prior to development.

6.7 The City and the Owner agree that, if possible, it is desirable to use distribution mains serving the lots to create a looped system that will provide superior service to the Subdivision.



#### **Sewer: Lots 1-5**

- 6.8 Owner agrees to obtain City approval of final plans for and execute contracts to complete the installation of the sanitary sewer main improvements serving Lots 1 through 5 of the Subdivision, before applying for any permits from the City, except approval of the currently proposed re-alignment of Lots 5 and 6. This includes, but is not limited to, construction of a sanitary sewer main extension that is properly-sized to serve all 10 lots in the Subdivision from its existing location east of River Drive North, north to 18<sup>th</sup> Avenue North then east to the easternmost property line of proposed Lot 5. No Certificate of Occupancy will be issued for any structure on Lots 1-5 until the improvements required here are complete.
- 6.9 City agrees to allow Owner to provide temporary wastewater connections to Lots 2 through 5 according to plans filed in and approved by the City Engineer's office so that development of those lots can proceed prior to installation of the permanent wastewater lift station. Lot 1 shall permanently be on a private, individual lift station. Owner agrees to include terms in the Lot 2 through 5 purchase agreements requiring Lot purchasers to remove the temporary sewer connections and to permanently connect to the gravity sewer located north of 18<sup>th</sup> Avenue North within 6 months of the permanent wastewater lift station becoming operational. Said temporary connections may be abandoned in place once permanent connection is completed.

#### **Sewer: Lot 6, Lots 7-10**

- 6.10 Owner agrees to obtain City approval of final plans for and execute contracts to complete the installation of the sanitary sewer improvements serving Lot 6 of the Subdivision before applying for any permits from the City for building on that lot. This includes contracting for completion of the wastewater lift station and other wastewater gravity and force mains to be built in accordance with standards of City and State of Montana Circular DEQ 2 standards, specifications and other requirements. No Certificate of Occupancy will be issued for any structure on Lot 6 until the improvements required here are complete.
- 6.11 Owner agrees to obtain City approval of final plans for and execute contracts to complete the installation of the sanitary sewer improvements serving Lots 7-10 of the Subdivision before applying for any building permits from the City for building on those lots. This includes contracting for completion of the wastewater lift station and other wastewater gravity and force mains to be built in accordance with standards of City and State of Montana Circular DEQ 2 standards, specifications and other requirements. No Certificate of Occupancy will be issued for any structure on Lots 7-10 until the improvements required here are complete.
- 6.12 The Parties understand and agree that the wastewater lift station and mains built to serve Lots 2-10 will have a limited capacity that is based on reasonable assumptions about the eventual use of the lots. The Owner understands and agrees that it will be responsible for the costs of providing any improvements needed to accommodate additional sewage flows.

#### **Limit on Off-Site Sewerage Capacity**

- 6.13 The parties agree that the existing availability of existing sewage collection system downstream of the development is at least 1.5 cfs (cubic feet per second) and understand

that this may increase or decrease due to changing demands of other sewage contributors. Owner shall provide a proportional share of upsizing costs for segments of the NE Interceptor if peak hourly Subdivision flows exceed 1.5 cfs. Tax Increment Financing funds, if available, may be applied for to fund upsizing costs. City makes no representation as to whether Owner will be granted such funds by the City Commission.

#### Roadways: 18<sup>TH</sup> Avenue North

6.14 Owner agrees to obtain approval of final plans for and execute contracts for the required improvements to 18<sup>th</sup> Avenue North adjacent to the Subdivision including a 2-inch overlay from the existing location of the 5-inch asphalt thickness to the eastern edge of Lot 5 before applying for any permits from the City. Owner further agrees to obtain City approval of final plans and execute contracts to serve Lot 6 before seeking building permits for structures on that Lot.

6.15 In addition the Owner agrees to stripe and sign a bicycle lane along both sides of 18<sup>th</sup> Avenue North as determined by the Public Works Department to accommodate bicycle traffic in the area. Installation of this improvement shall occur at the same time as the above described improvements to 18<sup>th</sup> Avenue North.

#### Roadways: 67<sup>TH</sup> Street North

6.16 Before issuance of building permits for Lots 7 through 10, Owner agrees to obtain City approval of and execute contracts for the required improvements to 67<sup>th</sup> Street North adjacent to the corresponding Lots of the Subdivision. 67<sup>th</sup> Street North shall include a geotextile, 12-inch thickness gravel subbase, 3-inch thickness crushed gravel and 5-inch thickness asphalt cement concrete.

6.17 In addition the Owner agrees to install a 6 foot wide paved bicycle lane on the east and west sides of 67<sup>th</sup> Street North to accommodate bicycle traffic in the area. Installation of this improvement shall occur at the same time as the above described improvements to 67<sup>th</sup> Street North.

### **7. Rail Line**

7.1 Owner agrees to, prior to receiving a certificate of occupancy for a structure on any lot in Subdivision (with the exception of reconfigured Lot 5, as described in Section 7.6 below), complete the installation of the rail line improvements to serve Lots 1-4 of the Subdivision. This includes, but is not limited to, a rail line extension from its existing location west of 52<sup>nd</sup> Street North, east through the proposed American AgriTech Addition then northeast across 18<sup>th</sup> Avenue North into the Subdivision and extending to the most eastern edge of Lot 4. Modifications to the approved rail line layout shall be proposed in writing per 3.1.1, above.

7.2 Owner agrees that all rail crossings of public rights-of-way should include signalization, including safe and controlled crossings for bicyclists and pedestrians, as determined is necessary by the City. Any new rail crossings shall be in the form of an easement across public right-of-way, or other instrument acceptable to the City of Great Falls, and no financial

obligation relating to the easement (construction, preparation of documents, recording, etc.) shall be due or provided by the City of Great Falls.

- 7.3 Owner agrees that it is the Owner's or successors' responsibility to maintain rail, railroad crossings and easements which cross 18<sup>th</sup> Avenue North and 67<sup>th</sup> Street North and further agrees that the City will have no maintenance or operation responsibility related to any railroad crossings necessary for rail to serve Subdivision.
- 7.4 The City Commission shall grant, subject to review, proposed easements across 18<sup>th</sup> Avenue North and 67<sup>th</sup> Street North as may be necessary or convenient for rail and other private utilities, and the City shall be provided with copies of all plans for installed rail and utilities.
- 7.5 Owner further agrees to execute contracts for the installation of all rail line improvements to serve Lots 6, 7, 8, 9 or 10 before building permits will be issued for Lots 6, 7, 8, 9 or 10 or as deemed necessary by the Director of Public Works.
- 7.6 Owner shall be allowed to submit a reconfiguration of Lot 5 through the normal and regularly accepted platting process, which may result in Lot 5 having no connection or intersection with the rail line. Following the recording of this amended plat, Lot 5 or the resulting successor lot shall be excepted from all requirements associated with the rail line, including but not limited to, any provision requiring that the rail line be extended before a Certificate of Occupancy would be issued for any lot.

## **8. Storm Water**

- 8.1 The City and the Owner agree that the Owner has provided the drainage and groundwater studies required by the original version of this agreement and that this agreement no longer needs to define the scope of those studies, which have been accepted by the City, and will serve as baselines for evaluating any future impacts of the Subdivision on stream channels, groundwater, and down slope properties. Consistent with the accepted storm water study, runoff from each lot and from all lots in the Subdivision collectively shall be limited to that generated by the 2 year, 2 hour storm under pre-development conditions.
- 8.2 The Owner and the City agree that experience since the original agreement was executed shows that storm water management will best be implemented on each lot. By acquiring a lot in the Subdivision each owner, and their successors and assigns agree to be responsible for and to mitigate any negative impacts including negative impacts on natural channels, groundwater, and down slope properties that may arise from development and occupancy of their lots. This responsibility runs with the land; applies to the Owner, so long as it is in possession of any lot or lots; and applies to each individual lot owner, as lots are conveyed.
- 8.3 Owner agrees that the on-site storm water management required by 8.2, above, will be supplemented by:
  - 8.3.1 reconstruction and vegetative and mechanical stabilization of the roadside swale draining eastward along the north side of 18<sup>th</sup> Avenue North;
  - 8.3.2 construction of a stable channel continuing on to the detention facility required by 8.3.4, below, or

8.3.3 alternatively, installation of a storm water pipe replacing the roadside swale and channel required by 8.3.1 and 8.3.2, above; and

8.3.4 construction of additional storm water detention in the form of a constructed wetland habitat east of 67<sup>th</sup> Street North.

8.3.5 The design of the facilities listed above is subject to review and approval by the Director of Public Works.

8.3.6 The facilities listed above must be in place before a certificate of occupancy is issued for any structure in the Southeast Basin portion of Subdivision.

8.4 Plans for, and operation of, storm water management works on each lot shall be consistent with the baseline studies performed for Subdivision and in compliance with the then ('then' meaning at the time the plans are submitted) current version of the City's Storm Drain Design Manual and Title 17 of the OCCGF. All such plans shall be approved by the Director of Public Works before building permits are issued and all storm water works shall be completed before a certificate of occupancy is issued.

8.5 A conditional certificate of occupancy, valid for no more than one year, may be issued by the Administrator where it is reasonable to permit occupancy of a structure that is completed during the winter months when the landscaping required for storm water management cannot be successfully installed until spring.

8.6 Where materials regulated by the City code will be present on a lot, the storm water management plan shall be accompanied by a spill prevention control and countermeasure plan that is acceptable to the Administrator.

8.7 Consistent with the requirement of Ordinance 3097, storm water ponds on Lots 1 and 8 shall be used to create a buffer of intermittent wetlands habitat to the maximum extent feasible between the development on those lots and the adjoining state park. The City shall review and approve storm water ponds and natural landscaping plans.

8.8 The continuing maintenance of storm water management works on each lot shall be the responsibility of the Owner, as provided by the required operation and maintenance manual. Failure to maintain storm water management works is a violation of the OCCGF.

8.9 The continuing maintenance of the shared storm water works required by 8.3, above, shall be the collective responsibility of the Owner and, as lots are conveyed, of the owners of the lots which benefit. The Owner shall submit a signed agreement for shared maintenance – which may be a separate agreement or an amendment of the existing agreement that is imposed on lot owners at the time of purchase –along with the plans for the required improvements.

## **9. Easements**

9.1 Owner hereby agrees to provide to City, prior to Owner receiving service from said infrastructure, easements acceptable to the City to accommodate the infrastructure needed

to serve Subdivision. Owner further agrees to provide, when reasonably deemed necessary by City, any additional easements within the Subdivision to accommodate future infrastructure, with the location and terms of said easements to be determined mutually between Owner and City. This specifically includes easements for looped water mains, if they are provided as recommended in 6.7, above.

- 9.2 Owner hereby agrees to provide City with a copy of all easement agreements between Owner and adjacent property owners for all utility easements necessary to install improvements, including rail service, sanitary sewer mains and water mains to serve Subdivision prior to approval of the final plat of Subdivision, and prior to any infrastructure construction. Storm Drainage easements to serve Subdivision shall be secured prior to issuance of building permits.
- 9.3 The City agrees to grant Owner, and/or Owners shall retain, easements permitting the planned rail spur to cross 18<sup>th</sup> Avenue North and 67<sup>th</sup> Street North at the most appropriate and convenient location to be fixed and established by Owner in approximately the location depicted on Exhibit A, subject to review and approval by the Director of Public Works. These easements shall be further documented and defined in a document to be prepared, executed and recorded within a reasonable time after the execution of this Agreement.
- 9.4 The parties further understand and agree that Owner shall retain the necessary and convenient easements and accesses over and across the future improvement of 67<sup>th</sup> Street North, including but not limited to all necessary and convenient easements for the installation of railroad crossings and private utilities, which are subject to review and approval by the Director of Public Works. Any existing easements which may continue in effect after annexation shall be made subject to the terms and provisions of this Agreement and the easements, grants and reservations described herein.

## **10. Transportation Facilities**

- 10.1 Owner agrees to prepare a traffic impact analysis in compliance with City Code before construction of a project that would result in a cumulative traffic generation, from all tenants in the subdivision, of 250 or more peak hour trip ends.
- 10.2 Owner further agrees that each lot shall have adequate turn-around room for all anticipated traffic. In addition, the City of Great Falls and Owner shall work with Cascade County to prohibit truck traffic on Giant Springs Road north of 67<sup>th</sup> Street North.

## **11. Required Upsizing of Improvements**

Owner agrees to install any oversized infrastructure improvements as determined by the Director of Public Works. City agrees to reimburse the Owner for the over sizing cost of any infrastructure within (30) days of its acceptance of the installation and appropriate billing; including provisions for adequate information and documentation supporting said costs. Tax Increment Financing funds, if available, may be applied for by the Director of Public Works to fund upsizing costs. City makes no representation as to whether such funds will be granted by the City Commission.

## **12. Reimbursement Agreement**

12.1 The infrastructure and improvements will be designed, installed or constructed by the Owner hereunder, including public water, sewer, paving, roadway improvements, and storm drain, may exceed the capacity necessary for the development and may benefit other property and other property owners ("Beneficial Improvements"). All costs associated with the Beneficial Improvements which are satisfied by Owner with funds from non-public sources ("Private Improvement Funds") shall be allocated among all parties benefitting from the Beneficial Improvements in proportion to the benefit each receives which shall be measured based on usage, frontage, burden or such other commercially reasonable means of allocation. City agrees to assess and collect from each third party benefitting from the Beneficial Improvements their proportional share of the Private Improvement Funds using all lawful means available to the City ("Reimbursement Funds"). The City shall collect the Reimbursement Funds at or prior to the approval of any subdivision, annexation or grant of building permits for each parcel of property benefitting from the Beneficial Improvements. All Reimbursement Funds shall be remitted to Owner upon collection by the City.

12.2 Owner shall provide City with its actual cost of the installation of the hereinabove mentioned "Beneficial Improvements" 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.

## **13. Special Improvement Districts**

Owner waives its right to protest the lawful creation by the City of special improvement districts for any statutorily-authorized purpose and shall pay the assessment associated with any such districts.

## **14. Soil and/or Groundwater Conditions**

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

Subdivision shall apply unless such damage or injury results from the negligence, gross negligence or willful misconduct of the City.

**15. Binding Effect**

The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

**[The remainder of page is intentionally left blank.]**

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

CITY OF GREAT FALLS  
A Municipal Corporation of the State of Montana

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

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

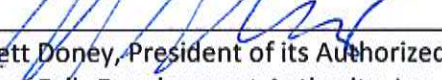
(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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

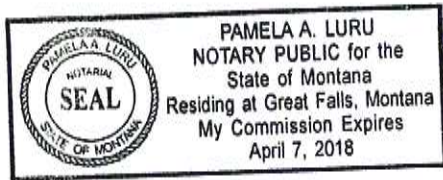


GREAT FALLS AGRITECH PARK, LLC

By:   
Brett Doney, President of its Authorized Member,  
Great Falls Development Authority, Inc.

STATE OF MONTANA    )  
                                  : ss:  
County of Cascade    )

This instrument was acknowledged before me on the 18<sup>th</sup> day of June, 2015, by Brett Doney, President of its Authorized Member, Great Falls Development Authority, Inc.



  
Notary Signature

(Affix Notary Stamp Above)

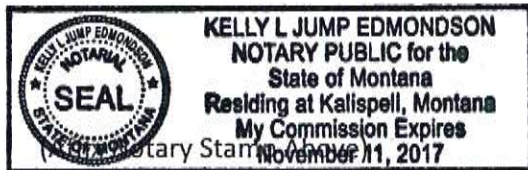
By: Roger L. Doney  
Roger Doney a/k/a Roger L. Doney,  
as Trustee of Trust B under the Last Will and Testament  
of John R. Loy and as Co-Trustee of the Carolyn B. Loy Trust under Will

By: Helene L. Doney  
Helene L. Doney a/k/a Helene Doney,  
as Co-Trustee of the Carolyn B. Loy Trust under Will

STATE OF MONTANA )  
: ss:  
County of Flathead )

This instrument was acknowledged before me on the 18<sup>th</sup> day of June, 2015, by Roger Doney a/k/a Roger L. Doney, as Trustee of Trust B under the Last Will and Testament of John R. Loy and as Co-Trustee of the Carolyn B. Loy Trust under Will.

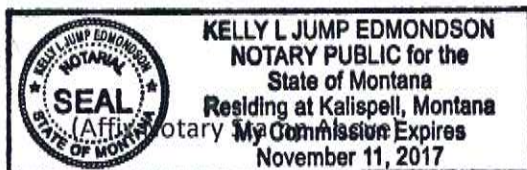
Kelly L. Jump-Edmondson  
Notary Signature



STATE OF MONTANA )  
: ss:  
County of Flathead )

This instrument was acknowledged before me on the 18<sup>th</sup> day of June, 2015, by Helene L. Doney a/k/a Helene Doney as Co-Trustee of the Carolyn B. Loy Trust under Will.

Kelly L. Jump-Edmondson  
Notary Signature

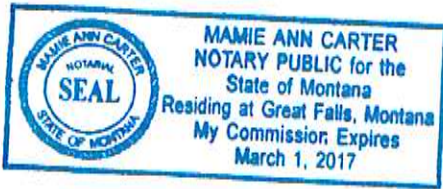


PACIFIC HIDE AND FUR DEPOT

By: Jeff Millhollin  
its President & CEO

STATE OF MONTANA     )  
                                          : ss:  
County of Cascade     )

This instrument was acknowledged before me on the 17<sup>th</sup> day of June, 2015, by  
Jeff Millhollin, President & CEO of  
Pacific Hide and Fur Depot.



Mamie Ann Carter  
Notary Signature

(Affix Notary Stamp Above)

MSM PROPERTIES, LLC

By: Steven D. Chambers

its President

STATE OF Utah )

County of Weber ; ss:

This instrument was acknowledged before me on the 17<sup>th</sup> day of June, 2015, by  
Steven D. Chambers, PRESIDENT of MSM  
Properties, LLC.



Melany Fuller  
Notary Signature

(Affix Notary Stamp Above)

# R0269721 GRS

Total Pages: 3 R 21.00 By: mesickels 03/06/2013 08:52:50 AM  
Cascade County, Rina Ft Moore - Clerk & Recorder



## RESOLUTION 9993

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE AGRITECH PARK ADDITION, A TRACT OF LAND LOCATED IN LOTS 8 & 9, THE SW1/4 & SE1/4 SECTION 34, TOWNSHIP 21 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED; ALL AS SHOWN ON THE MAP ATTACHED HERETO MARKED ATTACHMENT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

\*\*\*\*\*

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

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

AgriTech Park Addition, a Tract of Land located in Lots 8 & 9, the SW1/4 & SE1/4 Section 34, Township 21 North, Range 4 East, P.M.M. Cascade County, Montana, and containing ±196.549 acres,

all as shown on the map attached hereto marked Attachment "A" and by this reference made a part hereof and according to the final plat of AgriTech Park Addition; and,

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

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

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

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

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: "AGRITECH PARK ADDITION, A TRACT OF LAND LOCATED IN LOTS 8 & 9, THE SW1/4 & SE1/4 SECTION 34, TOWNSHIP 21 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

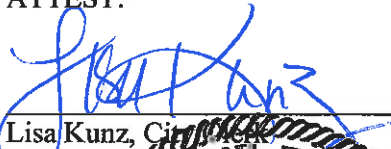
That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate district boundaries of the City of Great Falls, Montana, to include said tract of land; and,

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 7<sup>th</sup> day of November, 2012.


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

ATTEST:

  
\_\_\_\_\_  
Lisa Kunz, City Clerk

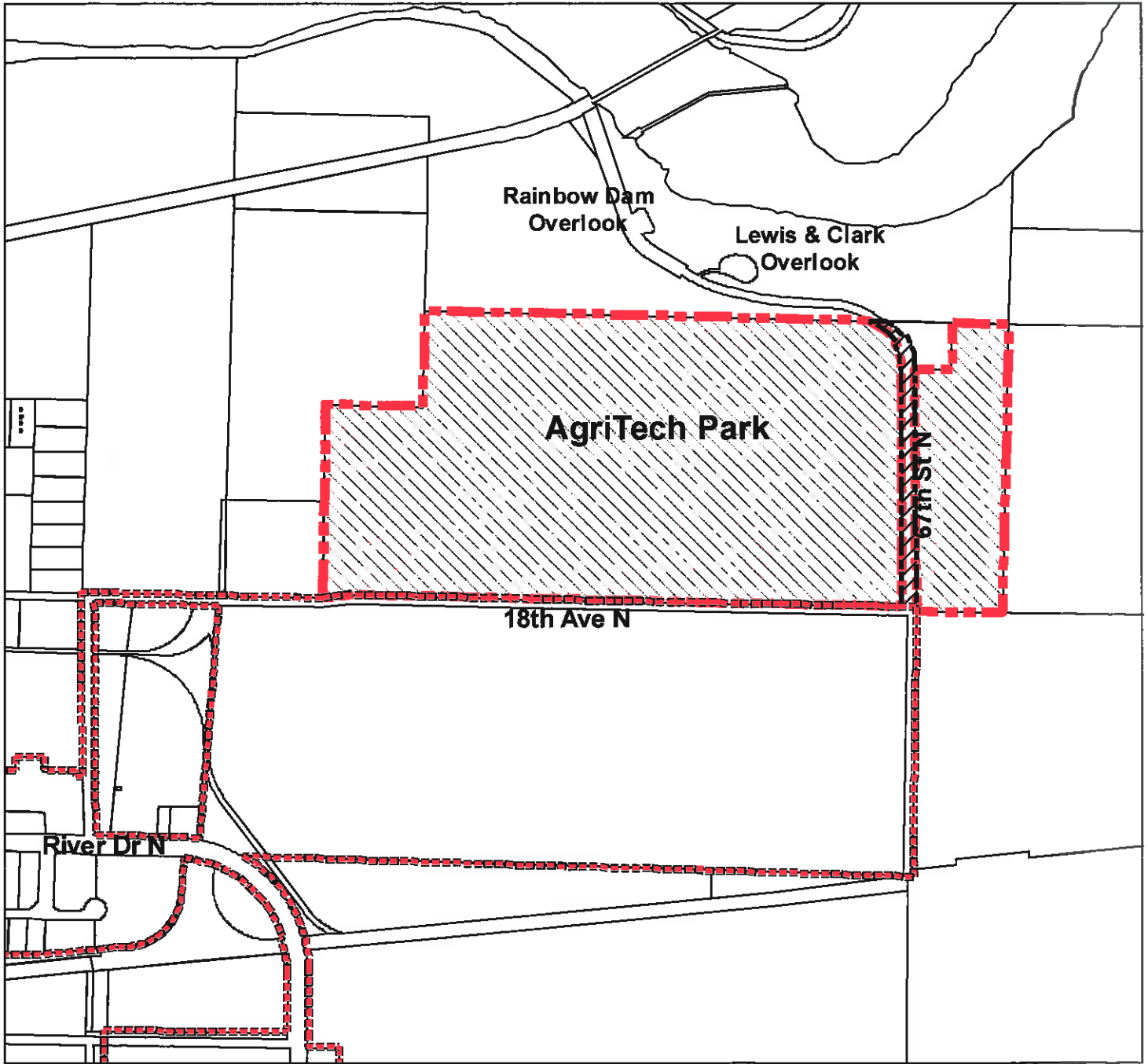
(SEAL OF CITY)





APPROVED FOR OFFICIAL COMMENT:

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



# Attachment A Resolution 9993



-  City Limits
-  AgriTech Park
-  Right of Way Being Annexed
-  Tracts of Land



AgriTech Park

ORDINANCE 3097

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT DISTRICT TO AGRITECH PARK ADDITION, A TRACT OF LAND LOCATED IN GOVERNMENT LOTS 8 & 9, THE SW1/4, & THE SE1/4 OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, The Great Falls City Commission took action to annex the property known as AgriTech Park Addition a tract of land located in Government Lots 8 & 9, the SW1/4, & the SE1/4 of Section 34, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana, herein referred to as subject property, on November 7, 2012; and,

WHEREAS, the Great Falls City Commission at said meeting requested that the subject property be assigned a zoning classification of PUD-Planned unit development; and,

WHEREAS, the applicant, Great Falls Development Authority, has agreed to petition the City of Great Falls to rezone said property, to PUD-Planned unit development district classification; and,

WHEREAS, notice of assigning said zoning classification to said property, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 15<sup>th</sup> day of January, 2013, before final passage of said Ordinance herein; and,

WHEREAS, the approval of said zoning classification is subject to the developer, Great Falls Development Authority, fulfilling the conditions of approval listed in the Planning Advisory Board / Zoning Commission agenda report dated December 11, 2012, which include:

The underlying zoning for the Planned unit development shall be I-2 Heavy Industrial and development standards shall be those prescribed in Title 17, City Code, for I-2 zoning, except:

- 1) Helipads and Motor Vehicle Graveyards shall be prohibited uses.
- 2) Lot coverage for all 10 lots shall be limited to a maximum of 70%.
- 3) A 50 foot building setback from all public rights-of-way shall apply to all 10 lots, also depicted as a "utility and storm water easement" on the final plat.
- 4) Where the north boundary line of the subdivision abuts State of Montana or PPL Montana property, building heights shall be limited to the following:

- 0 feet- 150 feet – "no buildings zone" as depicted on the final plat



- 150 feet- 300 feet – maximum 50 foot height limit
  - 300 feet-450- feet – maximum 100 foot height limit
  - 450 feet-600 feet – maximum 150 foot height limit
  - 600+ feet – maximum height limited only by federal/local regulations
- 5) Prior to start of construction, end-users shall prepare a Litter and Dust Control Plan for site construction and operations. End-users shall provide copies of Litter and Dust Control Plan to City for review and approval and shall follow litter and dust control provisions.
  - 6) Whenever it is commercially reasonable to do so, all exterior lighting shall be dark-sky friendly.
  - 7) Whenever it is commercially reasonable to do so, paint colors will match or be consistent with the natural surroundings of the subdivision.
  - 8) Freestanding signage shall be limited to monument signs no more than 12 feet in height and have a consistent design theme throughout the subdivision.
  - 9) Permanent outdoor storage shall be substantially screened from view from adjacent rights-of-way by landscaping (trees and other plant materials), and/or fences/walls. If screening is to consist of chain link fence with slats or sheet metal fencing, then trees must be planted along outside of fence line at a minimum 50 foot spacing.
  - 10) Any areas in the 150 foot “no buildings zone” disturbed by construction or development shall be replanted with native plant species. Whenever it is commercially reasonable to do so, any site landscaping shall use native plant species.
  - 11) The developer, Great Falls Development Authority, shall donate \$250 per acre at closing to Recreational Trails, Inc. for trail maintenance the first time each lot is sold in the subdivision.
  - 12) The developer, Great Falls Development Authority, shall be bound by the terms of the Annexation Agreement with regard to provision of public improvements including, but not limited to, rail and roadway improvements, stormwater management, and water and sewer infrastructure.
  - 13) End-users shall be bound by the terms of the Annexation and Development Agreement with regard to provision of all on-site improvements.

and,

WHEREAS, following said public hearing, it was found and decided that the said rezoning 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 of said AgriTech Park Addition a tract of land located in Government Lots 8 & 9, the SW1/4, & the SE1/4 of Section 34, Township 21 North,

Range 4 East, P.M.M., Cascade County, Montana, be designated as PUD-Planned unit development district, as defined:

The underlying zoning for the Planned unit development shall be I-2 Heavy Industrial and development standards shall be those prescribed in Title 17, City Code, for I-2 zoning, except:

1. Helipads and Motor Vehicle Graveyards shall be prohibited uses.
2. Lot coverage for all 10 lots shall be limited to a maximum of 70%.
3. A 50 foot building setback from all public rights-of-way shall apply to all 10 lots, also depicted as a “utility and storm water easement” on the final plat.
4. Where the north boundary line of the subdivision abuts State of Montana or PPL Montana property, building heights shall be limited to the following:
  - 0 feet- 150 feet – “no buildings zone” as depicted on the final plat
  - 150 feet- 300 feet – maximum 50 foot height limit
  - 300 feet-450- feet – maximum 100 foot height limit
  - 450 feet-600 feet – maximum 150 foot height limit
  - 600+ feet – maximum height limited only by federal/local regulations
5. Prior to start of construction, end-users shall prepare a Litter and Dust Control Plan for site construction and operations. End-users shall provide copies of Litter and Dust Control Plan to City for review and approval and shall follow litter and dust control provisions.
6. Whenever it is commercially reasonable to do so, all exterior lighting shall be dark-sky friendly.
7. Whenever it is commercially reasonable to do so, paint colors will match or be consistent with the natural surroundings of the subdivision.
8. Freestanding signage shall be limited to monument signs no more than 12 feet in height and have a consistent design theme throughout the subdivision.
9. Permanent outdoor storage shall be substantially screened from view from adjacent rights-of-way by landscaping (trees and other plant materials), and/or fences/walls. If screening is to consist of chain link fence with slats or sheet metal fencing, then trees must be planted along outside of fence line at a minimum 50 foot spacing.
10. Any areas in the 150 foot “no buildings zone” disturbed by construction or development shall be replanted with native plant species. Whenever it is commercially reasonable to do so, any site landscaping shall use native plant species.
11. The developer, Great Falls Development Authority, shall donate \$250 per acre at closing to Recreational Trails, Inc. for trail maintenance the first time each lot is sold in the subdivision.
12. The developer, Great Falls Development Authority, shall be bound by the terms of the Annexation Agreement with regard to provision of public improvements including, but not limited to, rail and roadway improvements, stormwater management, and water and sewer infrastructure.
13. End-users shall be bound by the terms of the Annexation and Development Agreement with regard to provision of all on-site improvements.

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 plat of AgriTech Park Addition a tract of land located in Government Lots 8 & 9, the SW1/4, & the SE1/4 of Section 34, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading December 18, 2012.

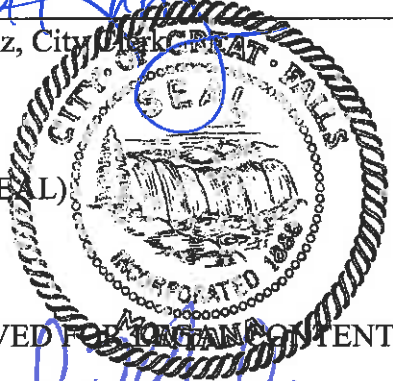
PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading January 15, 2013.

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

ATTEST:

  
\_\_\_\_\_  
Lisa Kunz, City Clerk

(CITY SEAL)



APPROVED FOR MONTANA CONTENT:

  
\_\_\_\_\_  
David L. Nielsen, Interim 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 City Commission, Ordinance 3097 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

# R0269722 GFA

Total Pages: 16 R 112.00 By:mesickels 03/06/2013 08:52:50 AM  
Cascade County, Rina Ft Moore - Clerk & Recorder



## ANNEXATION AND DEVELOPMENT AGREEMENT FOR AGRITECH PARK ADDITION, A TRACT OF LAND LOCATED IN GOVERNMENT LOTS 8 & 9, THE SW1/4, AND THE SE1/4 OF SECTION 34, T21N, R4E, P.M.M., CASCADE COUNTY, MONTANA

### 1. PREFACE

The following is an Annexation and Development Agreement dated and effective as of the 15<sup>th</sup> day of January, 20 13, between Great Falls AgriTech Park, LLC, a wholly owned subsidiary of GREAT FALLS DEVELOPMENT AUTHORITY, hereinafter referred to as "Great Falls AgriTech Park, LLC" and ROGER DONEY A/K/A ROGER L. DONEY, AS TRUSTEE OF TRUST B UNDER THE LAST WILL AND TESTAMENT OF JOHN R. LOY AND AS CO-TRUSTEE OF THE CAROLYN B. LOY TRUST UNDER WILL AND HELENE L. DONEY A/K/A HELENE DONEY AS CO-TRUSTEE OF THE CAROLYN B. LOY TRUST UNDER WILL, hereinafter referred to as "Trustees", (Great Falls AgriTech Park, LLC and Trustees are hereinafter cumulatively 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 the City and development of AgriTech Park Addition, a tract of land located in Government Lots 8 & 9, the SW1/4, and the SE1/4 of Section 34, T21N, R4E, P.M.M., Cascade County, Montana, hereinafter referred to as "Subdivision."

### 2. SUPPORTING DOCUMENTS

A. The Subdivision Plat of AgriTech Park Addition, prepared for the Owner, and filed in the office of the Clerk and Recorder of Cascade County, Montana, on the 5<sup>th</sup> day of March, 20 13.

- B. Engineering drawings, specifications, reports and cost estimates prepared for the Subdivision, consisting of documents for, but not limited to, rail service, sanitary sewer mains, lift station, water mains, storm drainage improvements, and paving, and conduit for street crossings for wiring for potential future public roadway lighting facilities. Said drawings and specifications are on file in the City Engineer's office.
- C. In compliance with Mont. Code Ann. 76-3-507(2)(b), the Owners shall provide financial surety on an incremental plan wherein the costs of installation of public improvements necessary to serve each lot within the Subdivision are provided for prior to the development thereof.
- D. Legal documents, including any articles of incorporation, bylaws, covenants, and declarations of ownership, property maintenance association, establishing and outlining responsibilities of the Owners within Subdivision, shall be filed in the Clerk and Recorder's Office of Cascade County, Montana.

3. AMENDMENTS

Minor changes to engineering documents and such 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 Subdivision, 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 change order approved by City's Public Works Department.
- D. "As Built" reproducible drawings shall be supplied to the City's Engineer upon completion of the construction.
- E. All amendments to this Agreement, except as allowable above in this section, shall be in writing and approved by City and Owner.

4. UNFORESEEN POTENTIALITIES

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

5. FEES AND CHARGES

- A. Except as otherwise set forth below, prior to annexation of Subdivision, Owner shall, pay the following fees:

a.	Major Plat Fee	\$	800.00
b.	Final Plat Fee	\$	300.00
c.	Zoning Application Fee	\$	700.00
d.	Annexation Application Fee	\$	100.00
e.	Annexation Agreement Fee	\$	200.00
f.	Resolution of Annexation Fee	\$	100.00
g.	Storm Sewer Fee (\$250/acre 196.549 acres per plat)	\$	49,137.25
h.	Recording fees for Agreement and Resolution (\$11 per page x 18 Pages)	\$	198.00
<hr/>			
Total fees made payable to City of Great Falls		\$	51,535.25

- B. The Storm Sewer Fee of \$250 per acre (196.549 acres x \$250 = \$49,137.25) shall be assessed as lots are sold based on the area of each lot and shall be payable by the Owner at closing on the sale of each individual lot.
- C. Owner shall reimburse City for its expenses incurred in testing and acceptance of public utilities to serve Subdivision at the rates charged by City for said work at the time performed.
- D. Water tapping, water connection, sewer service tapping, and sewer connection fees will be assessed at the time of installation.
- E. The absence of any fee from this Agreement lawfully charged by the City in connection with construction activity associated with Subdivision shall not constitute a waiver by the City.

6. CITY ACCEPTANCE AND ZONING

City hereby accepts and approves the Subdivision, and will approve Lots contained therein for incorporation by annexation into the corporate limits of the City of Great Falls, Montana as PUD Planned Unit Development zoning classification, consistent with Ordinance 3097, filed of record at the City of Great Falls City Clerk's office.

It is hereby understood that the preceding language regarding zoning of said Subdivision does not preclude City from reclassifying said lots if an area wide reclassification is undertaken, in which event City agrees to reclassify said lots as a conforming use.

7. RESTRICTIONS ON DEVELOPMENT OF LOTS IN SUBDIVISION

- A. Owner hereby agrees to develop a rail-served heavy industrial Subdivision. There is no Phasing Plan for the Subdivision. In the event that lots are not developed in sequential order, as would be expected in a typical Subdivision,

then infrastructure improvements to serve the intermediate lots shall be completed in conjunction with the lot being developed.

- B. Owner hereby agrees not to place or erect any structure requiring water and/or sanitary sewer service upon Lots 7 through 10 or attempt to further subdivide the area defined by Lots 7 through 10 until contracts are executed for improving 67<sup>th</sup> Street North as described in Paragraph 2B above or as deemed necessary by the Public Works Department.
- C. As plans for infrastructure associated with all the undeveloped Lots in the Subdivision have presently not been formalized, Owner hereby agrees not to place or erect any structure or improvement and or infrastructure upon a lot within the Subdivision, or attempt to further subdivide the area defined by said Subdivision until plans for the necessary infrastructure have been reviewed and approved by City's Public Works Department.
- D. Building permits for structures on each Lot shall not be issued until the contracts for installation of the infrastructure improvements have been executed. Owner acknowledges that City will not permit the occupancy of any structure in Subdivision until all infrastructure serving said Lot of Subdivision have been installed, tested and accepted by City, which acceptance will not be unreasonably withheld by City.

8. IMPROVEMENT SCHEDULE

A. WATER

Owner agrees to execute contracts within two (2) years of the date of this Agreement, to complete the installation of the water main improvements to serve Lots 1 through 4 of the Subdivision, according to plans referenced in Paragraph 2B above and filed in the City Engineer's office and in accordance with standards of City. This includes but is not limited to water main extension from its existing location in River Drive North, north to 18<sup>th</sup> Avenue North then east to the easternmost property line of proposed Lot 4. Water infrastructure shall consist of a 16" transmission main. Additional distribution mains may be required to serve the domestic and fire flow demands of each individual lot prior to development. Additionally, upon written approval from the City Public Works Director, City may grant extensions of the two-year completion date as deemed appropriate.

Owner further agrees to execute contracts for the installation of all water main improvements to serve each individual Lot before any building permits will be issued for any Lot or as deemed necessary by the Public Works Department.

Owner further agrees to complete water distribution improvements in accordance with City and State of Montana DEQ Circular 1 standards, specifications, and other requirements.



Owner has submitted water main extension plans to the Public Works Department for Subdivision. Approval of these plans by the Public Works Department in no way obligates the City to annex Subdivision. If design and construction of said water main is completed before final approval of annexation for Subdivision it is at the Owners risk.

#### B. SEWER

Owner agrees to execute contracts within two (2) years of the date of this Agreement, to complete the installation of the sanitary sewer main improvements to serve Lots 1 through 4 of the Subdivision, according to plans referenced in Paragraph 2B above and filed in the City Engineer's office and in accordance with standards of City. This includes but is not limited to construction of a sewer system that is adequately designed to serve Lots 1-10 and approved by the Public Works Department and sanitary sewer main extension from its existing location east of River Drive North, north to 18<sup>th</sup> Avenue North then east to the easternmost property line of proposed Lot 4.

City agrees to allow Owner to provide temporary wastewater connections to Lots 2 through 4 according to plans referenced in Paragraph 2B above and filed in the City Engineer's office so that development of those lots can proceed prior to installation of the permanent wastewater lift station. Lot 1 shall permanently be on a private individual lift station. Owner agrees to include terms in the Lot 2 through 4 purchase agreements requiring Lot purchasers to remove the temporary sewer connections and to permanently connect to the gravity sewer located north of 18<sup>th</sup> Avenue North within 6 months of permanent wastewater lift station becoming operational. Said temporary connections may be abandoned in place once permanent connection is completed.

Contracting for completion of the wastewater lift station and other wastewater gravity and force mains must be completed before any development occurs on Lots 5, 6, 7, 8, 9 or 10 in accordance with standards of City and State of Montana Circular DEQ 2 standards, specifications and other requirements.

Owner has submitted sewer main extension and lift station plans to the Public Works Department for Subdivision. Approval of these plans by the Public Works Department in no way obligates the City to annex Subdivision. If design and construction of said sewer main is completed before final approval of annexation for Subdivision, it is at the Owners risk.

## C. ROADWAYS

### 18<sup>TH</sup> AVENUE NORTH

Owner agrees to execute contracts within two (2) years of the date of this Agreement, for the required improvements to 18<sup>th</sup> Avenue North adjacent to the Subdivision including a 2-inch overlay from the existing location of the 5-inch asphalt thickness as determined by the Public Works Department to the eastern edge of Lot 4. Improvements shall be in accordance with plans referenced in Paragraph 2B above and filed in the City Engineer's office and in accordance with standards of City. Additionally, upon written approval from the City Public Works Director, City may grant extensions of the two-year completion date as deemed appropriate.

Owner further agrees to execute contracts for the improvements to 18<sup>th</sup> Avenue North to serve Lots 5 and 6 before issuance of building permits for those Lots or as mutually agreed between the Owner and the Public Works Department. In addition the Owner agrees to the following:

#### i. BICYCLE LANE

Owner agrees to stripe and sign a bicycle lane onto the existing 6 foot wide paved shoulder of 18<sup>th</sup> Avenue North as determined by the Public Works Department to accommodate bicycle traffic in the area. Installation of this improvement shall occur at the same time as the above described improvements to 18<sup>th</sup> Avenue North.

### 67<sup>TH</sup> STREET NORTH

Before issuance of building permits for Lots 7 through 10 Owner agrees to execute contracts for the required improvements to 67<sup>th</sup> Street North adjacent to the corresponding Lots of the Subdivision. 67<sup>th</sup> Street North shall include a geotextile, 12-inch thickness gravel subbase, 3-inch thickness crushed gravel and 5-inch thickness asphalt cement concrete. The width of the pavement shall be 36 feet. 67<sup>th</sup> Street North shall be built according to plans referenced in Paragraph 2B above and filed in the City Engineer's office and in accordance with standards of City. In addition the Owner agrees to the following:

#### i. BICYCLE LANE

Owner agrees to install a 6 foot wide paved bicycle lane on the east and west sides of 67<sup>th</sup> Street North to accommodate bicycle traffic in the area. Installation of this improvement shall occur at the same time as the above described improvements to 67<sup>th</sup> Street North.

#### D. RAIL LINE IMPROVEMENTS

Owner agrees to, prior to receiving a certificate of occupancy for any lot in the subdivision, complete the installation of the rail line improvements to serve Lot 1 of the Subdivision, according to plans referenced in Paragraph 2B above and filed in the City Engineer's office and in accordance with standards of City. This includes, but is not limited to, rail line extension from its existing location west of 52<sup>nd</sup> Street North east through the proposed American AgriTech Addition then northeast across 18<sup>th</sup> Avenue North into project and extend to the most eastern edge of proposed Lot 1. Modifications to the approved rail line layout shall be made in writing per Paragraph 3 above.

Owner agrees all rail crossings of public rights-of-way should include signalization, including safe and controlled crossings for bicyclists and pedestrians. Any new rail crossings shall be in the form of an easement across public right-of-way, or other instrument acceptable to the City of Great Falls, and no financial obligation relating to the easement (construction, preparation of documents, recording, etc.) shall be due or provided by the City of Great Falls. Owner agrees that it is the Owner's or successors responsibility to maintain rail, railroad crossings and easements which cross 18<sup>th</sup> Avenue North and 67<sup>th</sup> Street North and further agrees that the City will have no maintenance or operation responsibility related to any railroad crossings necessary for rail to serve Subdivision.

The City's Public Works Department shall grant, subject to review, proposed easements across 18<sup>th</sup> Avenue North and 67<sup>th</sup> Street North as may be necessary or convenient for rail and other private utilities, and the City shall be provided with copies of all plans for installed rail and utilities.

Owner further agrees to execute contracts for the installation of all rail line improvements to serve Lots 5, 6, 7, 8, 9 or 10 before building permits will be issued for Lots 5, 6, 7, 8, 9 or 10 or as deemed necessary by the Public Works Department.

#### E. MASTER DRAINAGE PLAN

Owner agrees to prepare and adhere to a professional stormwater/drainage study and ground water investigation to determine if the proposed storm water retention pond(s) and other proposed measures at Subdivision will have any impacts on the subsurface water table, and potentially the existing improvements and drainages on surrounding properties. In addition, the studies should include the impact of the water from the proposed storm water systems flowing through the adjacent State of Montana property and Whitmore Ravine and how it will impact erodible soils in the existing coulees that are proposed for use of overflow storm water drainage.

Said stormwater/drainage study was completed and approved by the Public Works Department in January, 2013. Said groundwater investigation is underway, with a preliminary report being provided to the City January, 2013, groundwater monitoring is likely to continue, with periodic updates to the report, these updates and final results and findings of the study shall be provided for review and approval by the Public Works Department. Owner further agrees to be responsible for and to mitigate any negative impacts including negative impacts on any natural drainages that may arise as a part of said study.

Owner further agrees to reserve adequate land as required by the professionally prepared stormwater/drainage study and/or as determined by the Public Works Department for storm water controls.

F. STORM DRAINAGE REQUIREMENTS FOR EACH LOT

Owner hereby agrees to prepare plans and design reports, and construct improvements in accordance with the City's Storm Drain Design Manual, which does not obligate the City to any improvement or maintenance responsibilities, prior to the development of each Lot. Said drainage plan shall be submitted, reviewed and approved by the City Public Works Department prior to City issuing a building permit for each Lot in the Subdivision. The drainage plan may require an agreement with upstream and or downstream contributor land owner(s) for permanent use of existing pond facilities, as well as repairs and future maintenance to these pond facilities.

Owner agrees that the lot buyers will be required to detain storm water on their lots as follows. Storm water detention requirements must meet City's Storm Drainage Design Manual requirements except that the design storm to be used for determining maximum outflow rates will be the Great Falls 2 Year, 2 Hour storm applied to the pre-development condition. Owner further agrees to provide drainage easements on the Final Plat for each Lot in the subdivision.

Each Lot buyer shall be responsible for and provide reasonable mitigation for any downstream impacts that may result from surface runoff from Subdivision, and this shall be a condition running with the land.

9. STORM DRAINAGE DISTRICT

Owner hereby agrees to waive right to protest any future area wide storm drainage district for storm drainage facilities to pay a proportionate share of any future storm drainage improvements which service Subdivision that may be installed with or without an area wide storm drainage district. The term "area wide" as used herein,

means any area larger than that covered by Subdivision, which is a contributor to the storm drainage demand of which Subdivision is a part.

10. OFFSITE SEWER IMPROVEMENTS

The parties agree that the existing availability of existing sewage collection system downstream of the development is at least 1.5 cfs (cubic feet per second) understanding that this may increase or decrease due to changing demands of other sewage contributors. Owner shall provide a proportional share of upsizing costs for segments of the NE Interceptor if peak hourly Subdivision flows exceed 1.5 cfs. Tax Increment Financing funds, if available, can be considered to fund upsizing costs.

11. INFRASTRUCTURE EASEMENTS

Owner hereby agrees to provide to City, prior to Owner receiving service from said infrastructure, reasonable appropriate easements to accommodate said infrastructure to serve Subdivision. Owner further agrees to provide, when reasonably deemed necessary by City, any additional easements within the Subdivision to accommodate future infrastructure, with the location of said easements to be determined mutually between Owner and City.

12. EASEMENT AGREEMENTS FOR INFRASTRUCTURE TO SERVE DEVELOPMENT FROM ADJACENT LAND OWNERS

Owner hereby agrees to provide City with a copy of all easement agreements between Owner and adjacent property owners for all utility easements necessary to install improvements, including rail service, sanitary sewer mains and water mains to serve Subdivision prior to approval of the final plat of Subdivision, and prior to any infrastructure construction. Storm Drainage easements to serve Subdivision shall be secured prior to issuance of building permits.

The City hereby grants Owner, and/or Owners shall retain, easements permitting the planned railroad to cross 18<sup>th</sup> Avenue North and 67<sup>th</sup> Street North at the most appropriate and convenient location to be fixed and established by Owner in approximately the location depicted on Exhibit A, subject to review and approval by the City's Public Works Department. These easements shall be further documented and defined in a document to be prepared, executed and recorded within a reasonable time after the execution of this Agreement.

The parties further understand and agree that Owner shall retain the necessary and convenient easements and accesses over and across the future improvement of 67<sup>th</sup> Street North, including but not limited to all necessary and convenient easements for the installation of railroad crossings and private utilities, which are subject to review and approval by the City's Public Works Department. Any existing easements which may continue in effect after annexation shall be made subject to the terms and

provisions of this Agreement and the easements, grants and reservations described herein.

13. TRANSPORTATION FACILITIES

Owner agrees to prepare a traffic impact analysis in compliance with City Code before construction of a project that would result in a cumulative traffic generation, from all tenants in the subdivision, of 250 or more peak hour trip ends.

Owner further agrees that each lot shall have adequate turn-around room for all anticipated traffic. In addition, the City of Great Falls and Owner shall work with Cascade County to prohibit truck traffic on Giant Springs Road, north of 67<sup>th</sup> Street North.

14. FUTURE INFRASTRUCTURE FACILITIES

Owner hereby agrees to waive right to protest any future area wide special improvement district for infrastructure to pay a proportionate share of any future infrastructure improvements which service Subdivision 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 Subdivision, which is a contributor to the infrastructure demand of which Subdivision is a part.

15. REQUIRED UPSIZING OF IMPROVEMENTS

Owner agrees to install any oversized infrastructure improvements as determined by the City's Public Works Department. City agrees to reimburse the Owner for the over sizing cost of any infrastructure within (30) day of its acceptance of the installation and appropriate billing; including provisions for adequate information and documentation supporting said costs. These costs to the City shall be eligible for funding from the proposed TIFD if expansion of said district should occur.

16. REIMBURSEMENT AGREEMENT

The infrastructure and improvements will be designed, installed or constructed by the Owner hereunder, including public water, sewer, paving, roadway improvements, and storm drain, may exceed the capacity necessary for the development and may benefit other property and other property owners ("Beneficial Improvements"). All costs associated with the Beneficial Improvements which are satisfied by Owner with funds from non-public sources ("Private Improvement Funds") shall be allocated among all parties benefitting from the Beneficial Improvements in proportion to the benefit each receives which shall be measured based on usage, frontage, burden or such other commercially reasonable means of allocation. City Agrees to assess and collect from each third party benefitting from the Beneficial Improvements their proportional share of the Private Improvement Funds using all lawful means available to the City ("Reimbursement Funds"). The City shall collect the Reimbursement Funds at or prior to the approval of any

subdivision, annexation or grant of building permits for each parcel of property benefitting from the Beneficial Improvements. All Reimbursement Funds shall be remitted to Owner upon collection by the City.

Owner shall provide City with its actual cost of the installation of the hereinabove mentioned "Beneficial Improvements" 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.

17. MAINTENANCE DISTRICTS

Owner waives its right to protest the lawful creation by City of maintenance districts for any proper purpose including, but not limited to rail, fire hydrant, street maintenance and Special Lighting Maintenance Districts and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to lots in Subdivision.

18. SOIL AND/OR GROUNDWATER CONDITIONS

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

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

19. WAIVER OF PROTEST OF ANNEXATION

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

20. ANNEXATION PREREQUISITES

Subdivision 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. Subdivision, upon annexation to City and completion of the contemplated public water system to serve Subdivision, will be provided fire protection services by City comparable to that provided other incorporated properties.

21. PUBLIC ROADWAY LIGHTING

In connection with the lawful implementation of any future Special Lighting Maintenance Districts for public roadway lighting facilities that service Subdivision, Owner agrees to pay for proportionate share of the costs associated with roadway lighting which service Subdivision that may be installed with or without a Special Lighting Maintenance District.

22. BINDING EFFECT

The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

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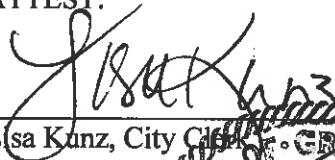


IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year first hereinabove written.

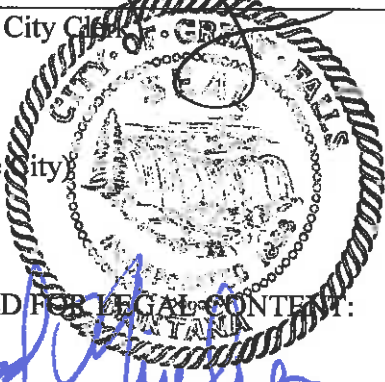
**CITY OF GREAT FALLS**  
A Municipal Corporation of the State of Montana

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

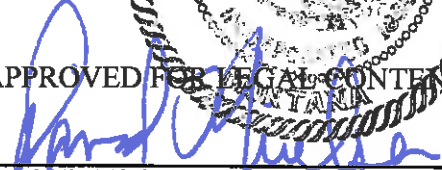
ATTEST:

  
\_\_\_\_\_  
Lisa Kunz, City Clerk

(Seal of the City)



APPROVED FOR LEGAL CONTENT:

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

Great Falls AgriTech Park, LLC, Inc.

By: [Signature]  
Great Falls Development Authority  
*Brett M. Doney, President*

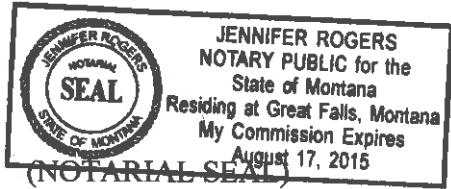
State of Montana )

:SS.

County of Cascade)

On this 14th day of September, in the year A. D. Two thousand and twelve, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Brett M. Doney whose name is subscribed to the instrument within and acknowledged to me that (s)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.



Jennifer Rogers  
Notary Signature  
Jennifer Rogers  
Notary Signature Printed  
Notary Public for the State of Montana  
Residing at Great Falls, Montana  
My commission expires Aug. 17, 2015

Roger L. Doney  
ROGER DONEY A/K/A ROGER L. DONEY,  
as Trustee of Trust B under the Last Will and Testament of John R. Loy and as Co-Trustee of the  
Carolyn B. Loy Trust under Will

Helene L. Doney  
HELENE L. DONEY A/K/A HELENE DONEY,  
as Co-trustee of the Carolyn B. Loy Trust under Will

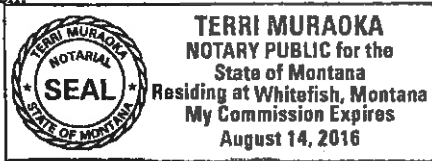
State of MONTANA )

:ss.

County of FLATHEAD

On this 31<sup>st</sup> day of OCTOBER, in the year A. D. Two thousand and twelve, before me, the undersigned, a  
Notary Public for the State of MONTANA, personally appeared ROGER DONEY whose name is  
subscribed to the instrument within and acknowledged to me that (s)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)

Terri Muraoka  
Notary Signature  
TERRI MURAOKA  
Notary Signature Printed  
Notary Public for the State of MONTANA  
Residing at WHITEFISH  
My commission expires 8/14, 20 12

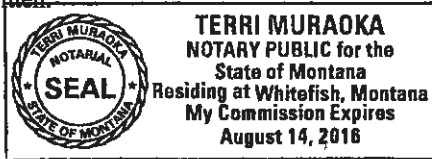
State of MONTANA )

:ss.

County of FLATHEAD

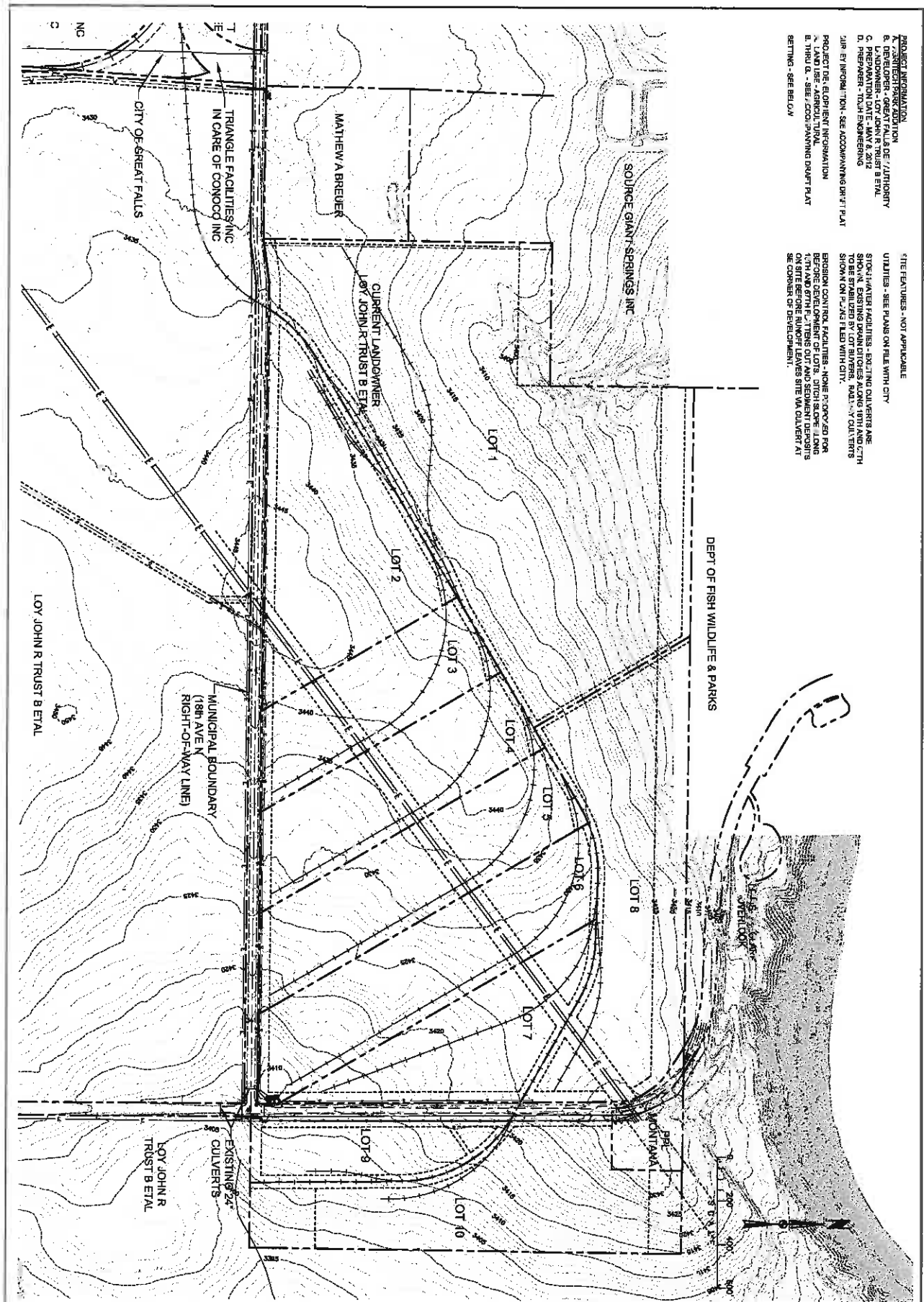
On this 31<sup>st</sup> day of OCTOBER, in the year A. D. Two thousand and eleven, before me, the undersigned, a  
Notary Public for the State of MONTANA, personally appeared HELENE L. DONEY whose name is  
subscribed to the instrument within and acknowledged to me that (s)he executed the same.

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



(NOTARIAL SEAL)

Terri Muraoka  
Notary Signature  
TERRI MURAOKA  
Notary Signature Printed  
Notary Public for the State of MONTANA  
Residing at WHITEFISH  
My commission expires 8/14, 20 12

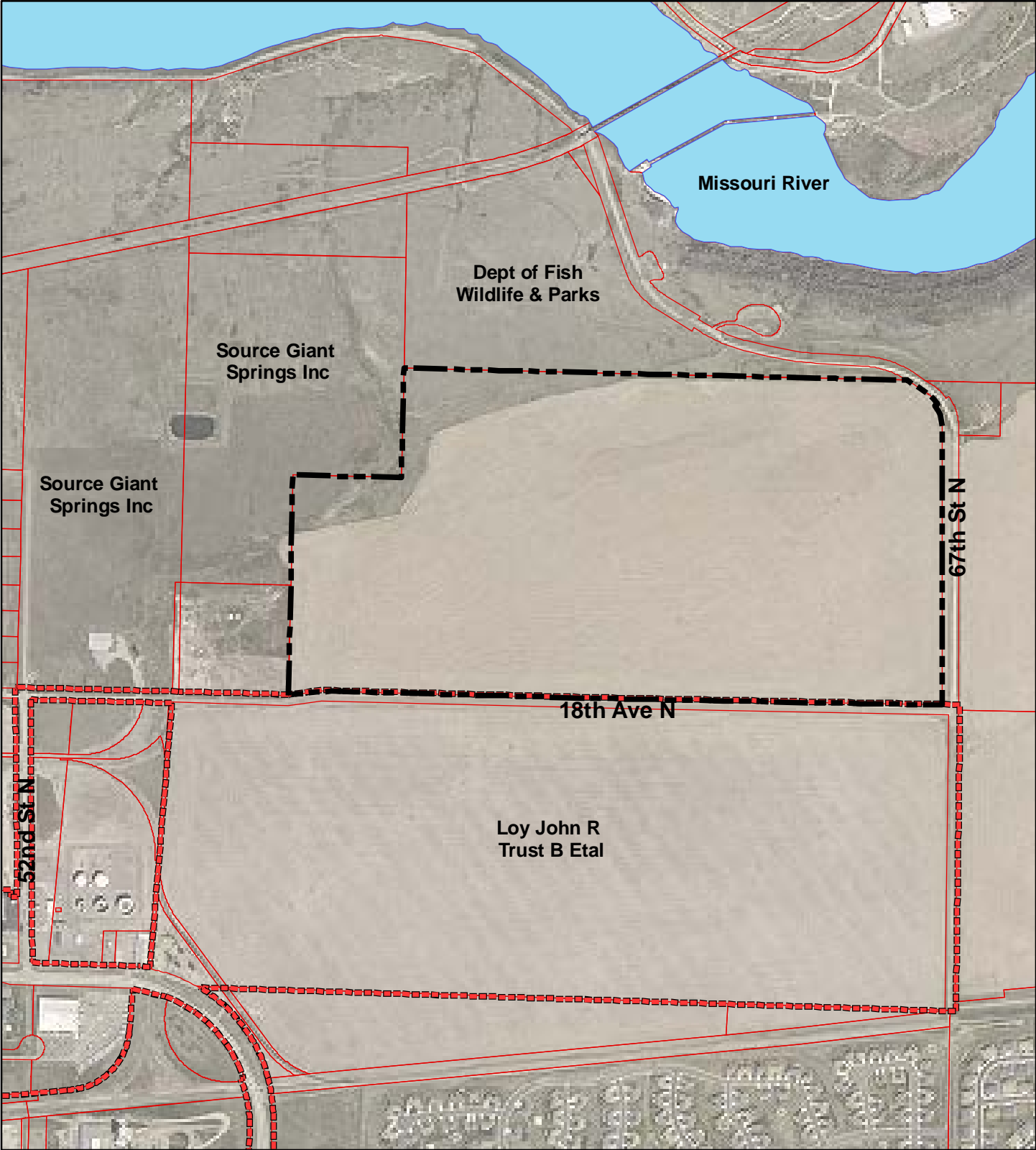


PROJECT INFORMATION  
 A. EASTWEST PARK ADDITION  
 B. DEVELOPER - GREAT FALLS DE. /LITTONRY  
 C. LANDOWNER - LOY JOHN R TRUST B ETAL  
 D. PREPARED BY - TDM ENGINEERS  
 DATE OF INFORMATION - SEE ACCOMPANYING DWG #1 PLAT  
 PROJECT NO. - 61091817 INFORMATION  
 A. LAND USE - AGRICULTURAL  
 B. THRU D. - SEE PLANNING DRAFT PLAT  
 SETTING - SEE BELOW

THE FEATURES - NOT APPLICABLE  
 UTILITIES - SEE PLANS ON FILE WITH CITY  
 STOCK WATER FACILITIES - EXISTING CULVERTS ARE SHOWN EXISTING BY LOT BLYERS, MAIL & CULVERTS SHOWN ON P-245 FILED WITH CITY.  
 EROSION CONTROL FACILITIES - NONE PROVIDED FOR BEFORE DEVELOPMENT OF LOTS. DITCH SLOPE 4:1 LONG 1/4" AND 6"TH PL. TRENDS OUT AND SEDIMENT DEPOSITS ON SITE BEFORE BURIED LEAVES SITE VIA CULVERT AT BE CORNER OF DEVELOPMENT.

<p><b>NORTHEAST GREAT FALLS AGRITECH PARK</b>  <b>GREAT FALLS, MONTANA</b></p>		<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>BY</td> <td>DATE</td> <td>DESCR</td> </tr> <tr> <td>BY</td> <td>DATE</td> <td>DESCR</td> </tr> <tr> <td>BY</td> <td>DATE</td> <td>DESCR</td> </tr> </table>		BY	DATE	DESCR	BY	DATE	DESCR	BY	DATE	DESCR
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BY	DATE	DESCR										
<p><b>ANNEXATION AGREEMENT EXHIBIT "A"</b></p>		<p><b>THOMAS, DEAN &amp; HOSKINS, INC.</b>                  ENGINEERING CONSULTANTS</p> <p>GREAT FALLS - BOZEMAN - KALISPELL                  SPOKANE                  LEWISTON</p>										
<p>DATE: 11-27-12                  TIME: 11:07 AM</p>		<p>PROJECT NO: 61091817                  SHEET NO: 1</p>										

# Exhibit B: Aerial Photo



Aerial Photo: May, 2009

-  Agri-tech Park
-  Tracts of Land
-  City Limits

