

DESIGN REVIEW BOARD

July 25, 2011

Case Number

DRB2011-16

Applicant/ Property Owner

Benefis Health System

Representative

**CTA Architects & Engineers
Anthony Houtz, A.I.A.**

Property Location

**18th Avenue South & 29th
Street South
Neighborhood Council
#5**

Requested Action

**Design Review of a new
senior living complex.**

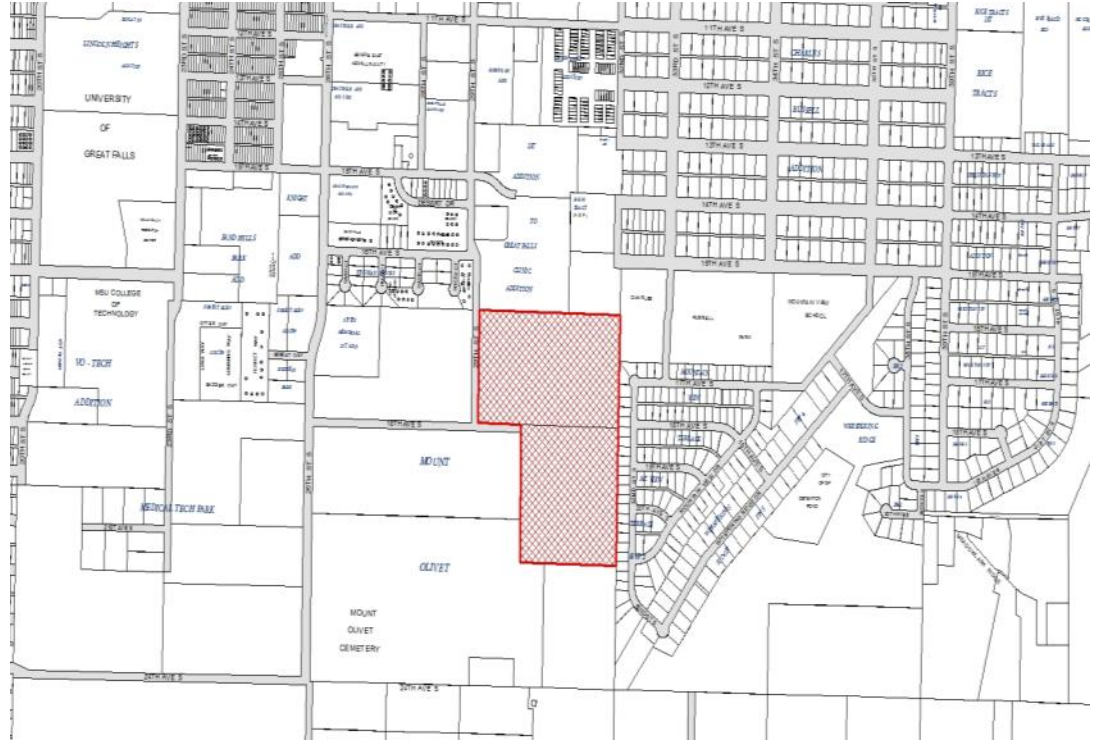
Recommendation

**Approve design with con-
ditions.**

Project Planner

Charlie Sheets

GRANDVIEW AT BENEFIS, SENIOR LIVING COMPLEX



Location Map



Summary

Project Description

The applicant is proposing to construct a senior living complex that brings to the community of Great Falls a combination of three types of housing options within a themed campus. The City Commission recently approved the rezoning of the property to PUD Planned unit development. The Planned unit development district is a special type of zoning district that is proposed by the developer to account for a desired mix of uses. Each district is unique and therefore has its own set of development standards which were documented in the rezoning approval.

Full size drawings of the subject development will be available at the Design Review Meeting.

Background

- Legal Description: Lots 1A1 & 1B2, Mount Olivet Addition, Section 17, Township 20N, Range 4E
- Property Area: Parcel 117300 (23.3ac) + Parcel 1173015 (19.6ac) = ±42.9 acres

EXHIBIT A - APPLICATION

DESIGN REVIEW BOARD
APPLICATIONDATE: July 6, 2011NAME: BENEFIS HEALTH SYSTEMSADDRESS: 1101 26 ST SO PHONE: 455-5000AGENT/REPRESENTATIVE: CTA, INC % ANTHONY HOUTZADDRESS: 219 2ND AV SO PHONE: 452-3321

SITE ADDRESS: _____

Square Footage of Building Site: 1,870,815 SF OR 42.95 ACRES
Square Footage of Structure(s): 275,000 SFDesign Review Board Meeting Date: JULY, 2011

The following items must be submitted as part of the application:

Legal DescriptionLot(s): 01A1 & 01B2Block(s): 001Subdivision: MT OLIVET

Or Township: _____ Range: _____ Section: _____

Use Intended: SENIOR LIVING COMPLEXPACKET (2 Copies Drawn to Scale to Sufficiently Demonstrate the Following Items)

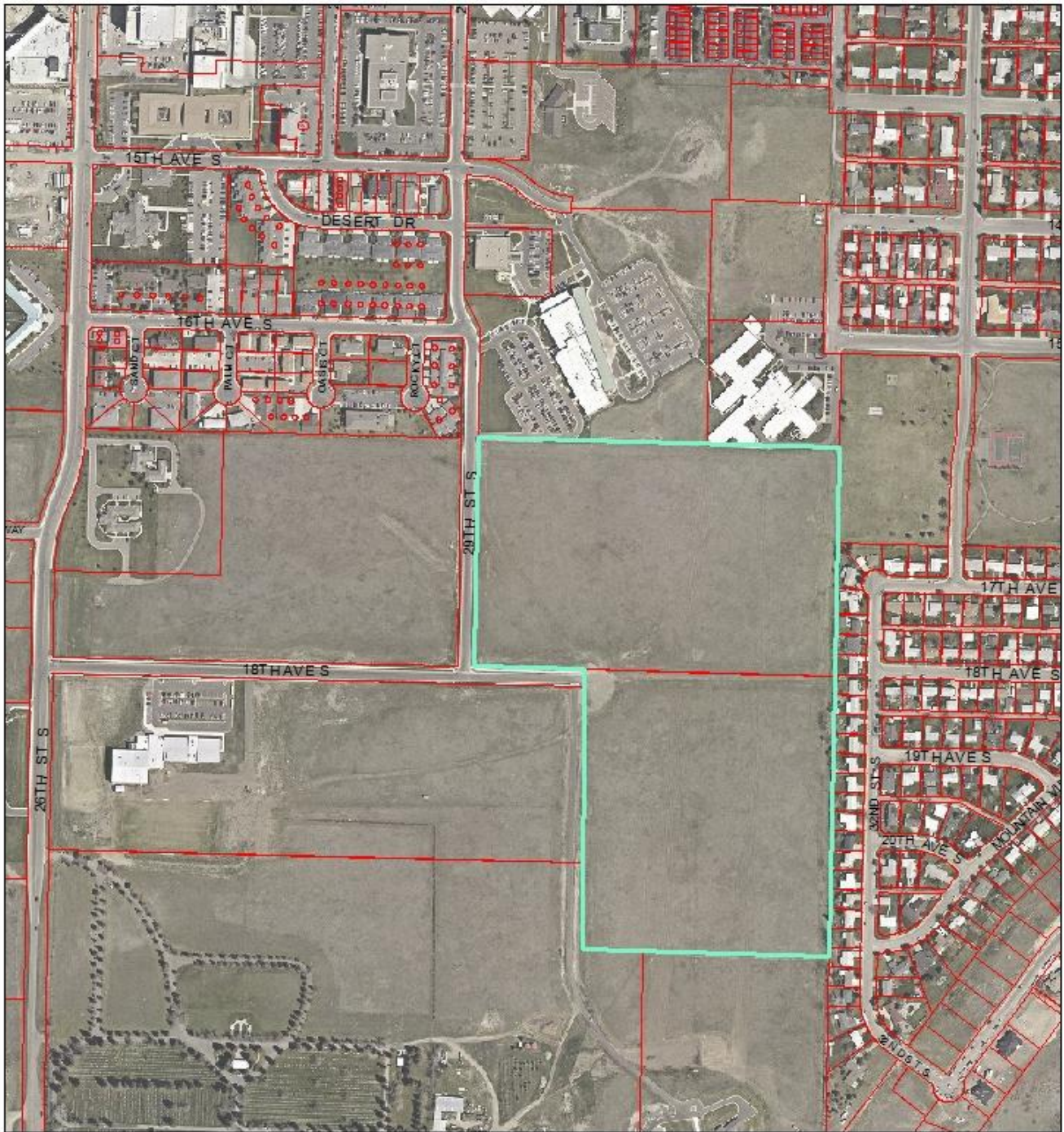
- Application
- Site Plan/Landscaping Plan/Parking Plan - 14" x 17" or smaller
- Elevation Drawings 14" x 17" or smaller
- Topography Map 14" x 17" or smaller
- Drawing of each Proposed Sign (Type, Copy, Dimensions, Height, & Materials)
- Written Zoning Determination (obtained from City Planning Department)

Building and Property Frontage: SEE PLAN.

Street: _____ Building Frontage: _____ Property Frontage: _____

Street: _____ Building Frontage: _____ Property Frontage: _____

EXHIBIT B - AERIAL PHOTO





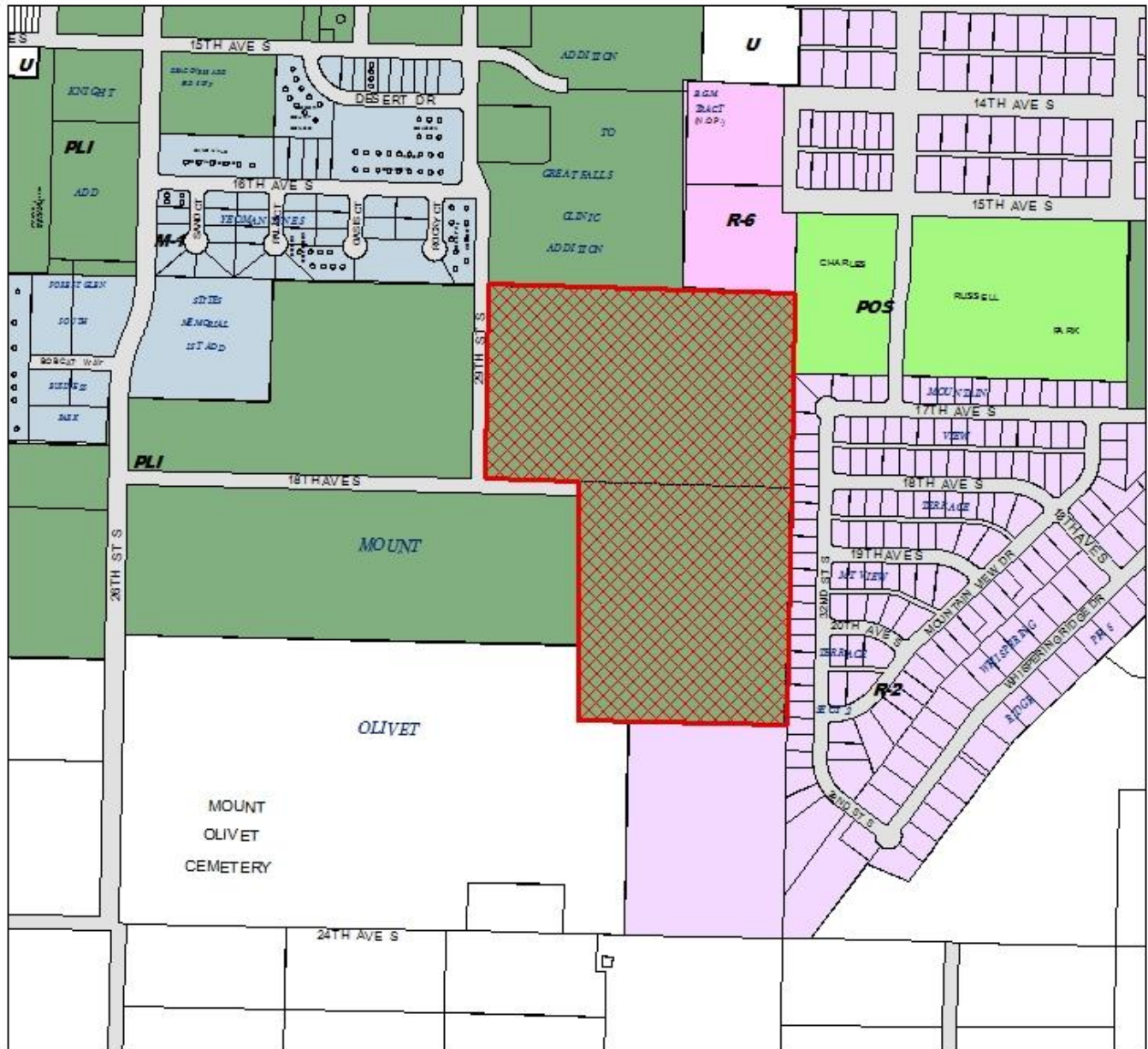
-  Proposed Grandview at Benefis Addition to be rezoned from PLI Public Lands and Institutional to PUD - Planned Area Development.
-  Parcels



EXHIBIT C - VICINITY / ZONING MAP



580 290 0 580 Feet

N

 Grandview at Benefis	 I-1 Light industrial	 R-10 Mobile home park
Zoning	 I-2 Heavy industrial	 R-2 Single-family medium density
 AI Airport Industrial	 M-1 Mixed-use district	 R-3 Single-family high density
 C-1 Neighborhood commercial	 M-2 Mixed-use transitional	 R-5 Multi-family medium density
 C-2 General commercial	 PLI Public lands institutional	 R-6 Multi-family high density
 C-3 Highway commercial	 POS Park Open Space	 R-9 Mixed residential
 C-4 Central business core	 PUD Planned unit development	 Unincorporated
 C-5 Central business periphery	 R-1 Single-family suburban	

The Grandview

at Benefis

Live well. Live inspired.

The Grandview
Commons Area

Independent Living
Apartment Homes

Free Standing
Houses



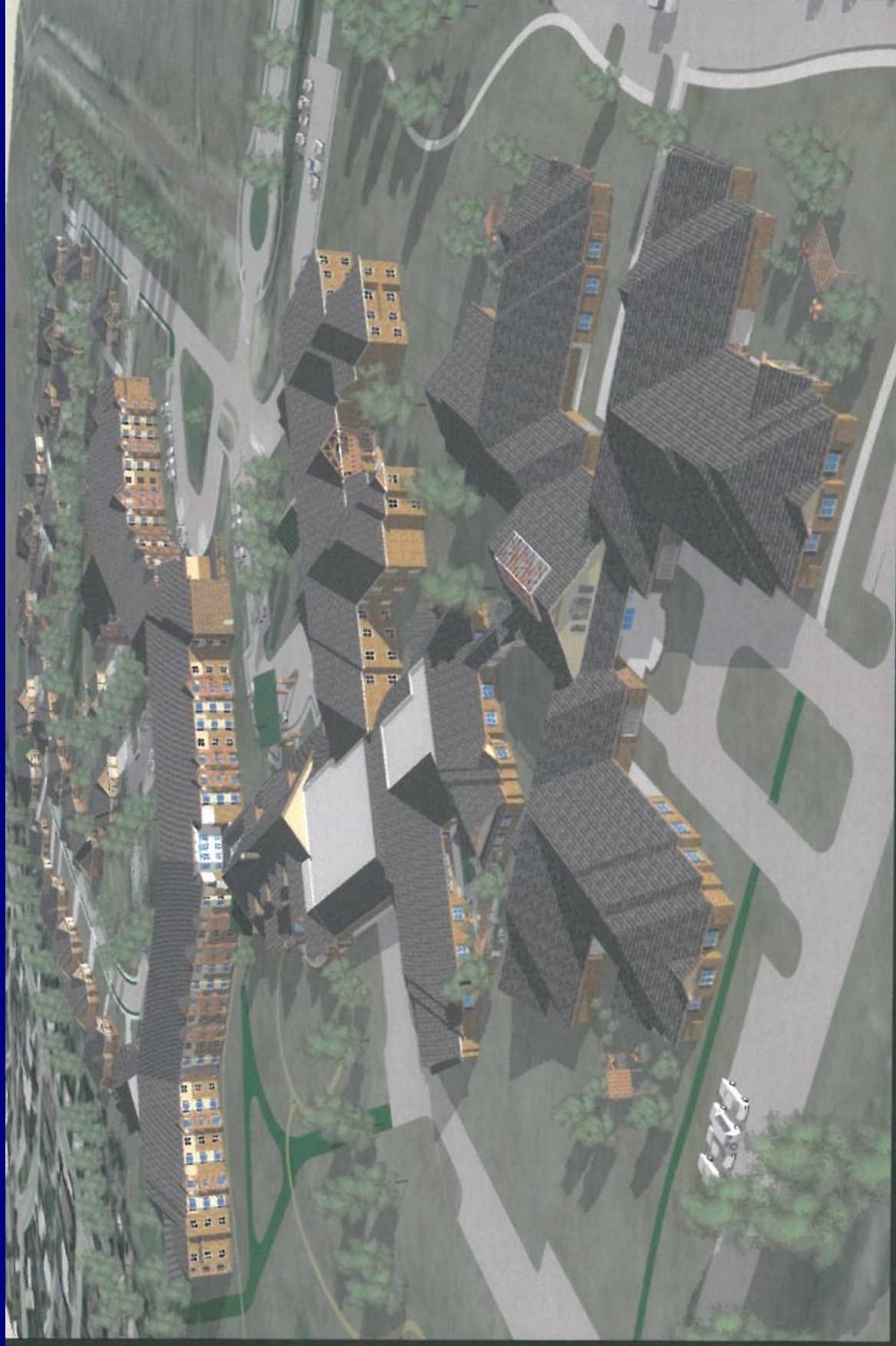
Three Skilled Nursing
Cottages

Assisted Living and Memory
Support Apartments



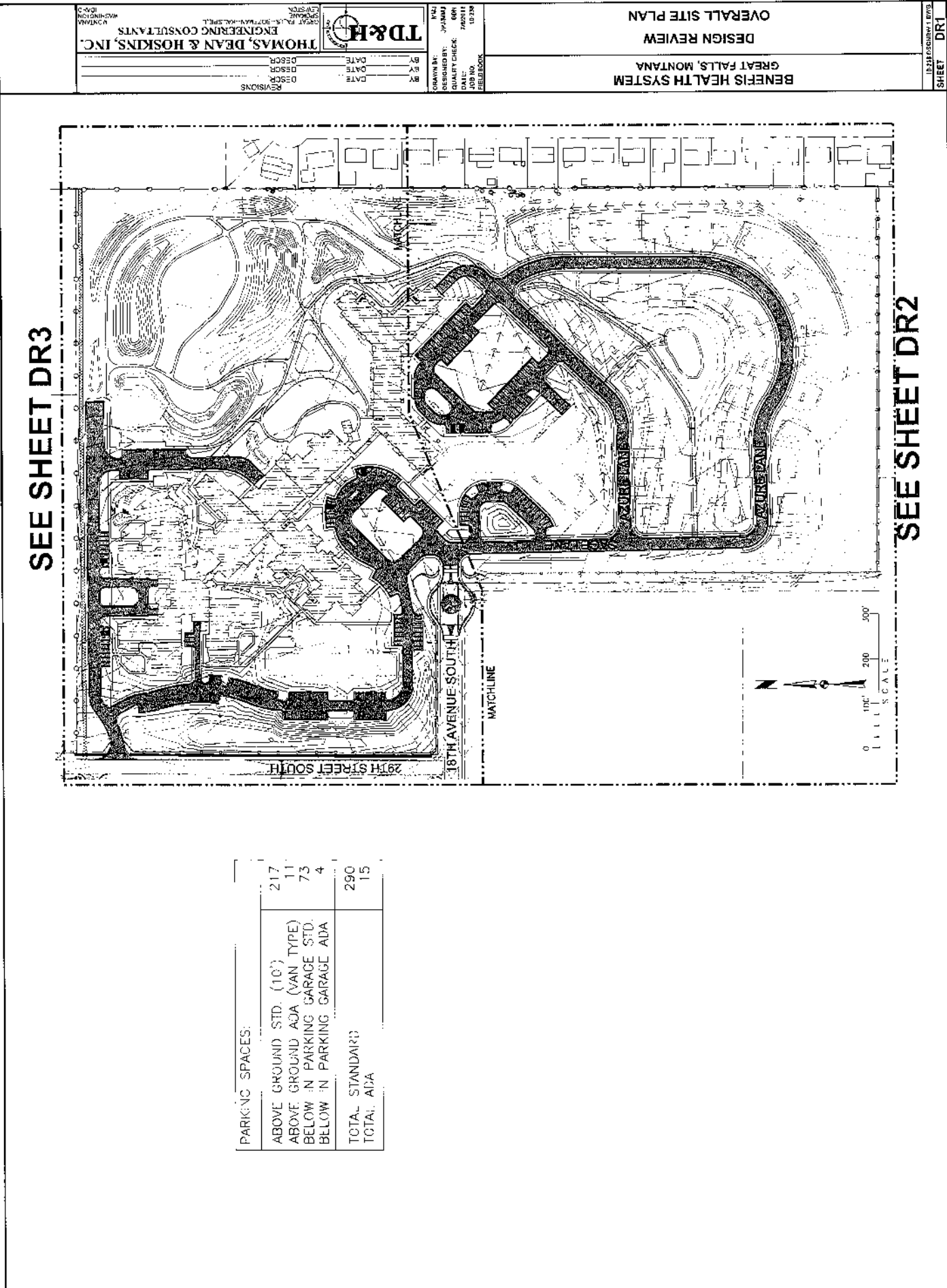
View from the north east

The
Grandview
at Benefis



View from the North West

EXHIBIT G - PARKING PLAN



Qty	Common Name	Size/Condition
Trees		
4	BUCKEYE OHIO	2"BB
6	CRABAPPLE SELKIRK	2"BB
72	CRABAPPLE SPRING SNOW	2"BB
6	CHERRY CANADA RED	2"BB
28	HACKBERRY COMMON	2"BB
9	HAWTHORN THORNLESS COCKSPUR	2"BB
80	HONEYLOCUST IMPERIAL	2"BB
96	LINDEN GREENSPIRE	2"BB
27	MAPLE AUTUMN BLAZE	2"BB
8	MOUNTAIN ASH PYRAMDAL	2"BB
82	OAK BUR	2"BB
67	POPLAR LANCELEAF	2"BB
15	POPLAR NORTHWEST	2"BB
16	SPRUCE COLORADO	6BB
4	SPRUCE HOOPS BLUE	6"BB
7	WILLOW GOLDEN	1"CG
Shrubs		
272	BARBERRY EMERALD CAROUSEL	2CG
184	CURRENT ALPINE	2CG
35	DOGWOOD SANTI	2CG
36	DOGWOOD MORY HALO	2CG
3	DOGWOOD RED TWIG	2CG
124	JUNIPER BLUE FOREST	5CG
124	JUNIPER BUFFALO	5CG
162	JUNIPER CALGARY CARPET	5CG
48	JUNIPER MEDORA	5CG
7	JUNIPER SCANDIA	5CG
59	LILAC SAUGEANA CHINESE	2CG
31	NEEBARK DIABOLO	2CG
1	PINE MUGO DWARF	5CG
48	PINE MUGO MOPS	6CG
215	POTENTILLA GOLDFINGER	2CG
16	ROSE MORDEN CENTENNIAL SHRUB	2CG
50	ROSE MORDEN SUNRISE SHRUB	2CG
15	ROSE WINNIPEG PARKS SHRUB	2CG
105	SPIREA GOLDFLAME	2CG
35	SPIREA GREFSHEIM	2CG
77	SPIREA LITTLE PRINCESS	2CG
12	SPIREA SEM ASH LEAF	2CG
12	SPRUCE GLOBE BLUE	6CG 30"STD.
1	SPRUCE GLOBE BLUE	6CG
85	SUMAC SKUNKBUSH	2CG
101	VERBENUM EMERALD TRIUMPH	2CG
9	JUNIPER MINT JULEP	5CG
16	CRANBERRYBUSH COMPACT EUROPEAN	2CG
53	CURRENT GREEN MOUND ALPINE	2CG
Ornamental Grasses		
24	GRASS AVALANCHE FEATHER REED	1CG
19	GRASS BLUE OAT	1CG
447	GRASS KARL FOERSTER FEATHER REED	1CG
Perennials and Annuals		
40	COLUMBINE DARK PURPLE CLEMENTINE	1CG
27	DAYLILY LITTLE BUSINESS	1CG
145	DAYLILY RUBY STELLA	1CG
3	HOSTA GOLD STANDARD	1CG
5	DIANTHUS FRENCH	1CG
32	SALVIA MAY NIGHT MEADOW SAGE	1CG
661	DAYLILY STELLA D'ORO	1CG

EXHIBIT I - 3D RENDERING OF COTTAGES

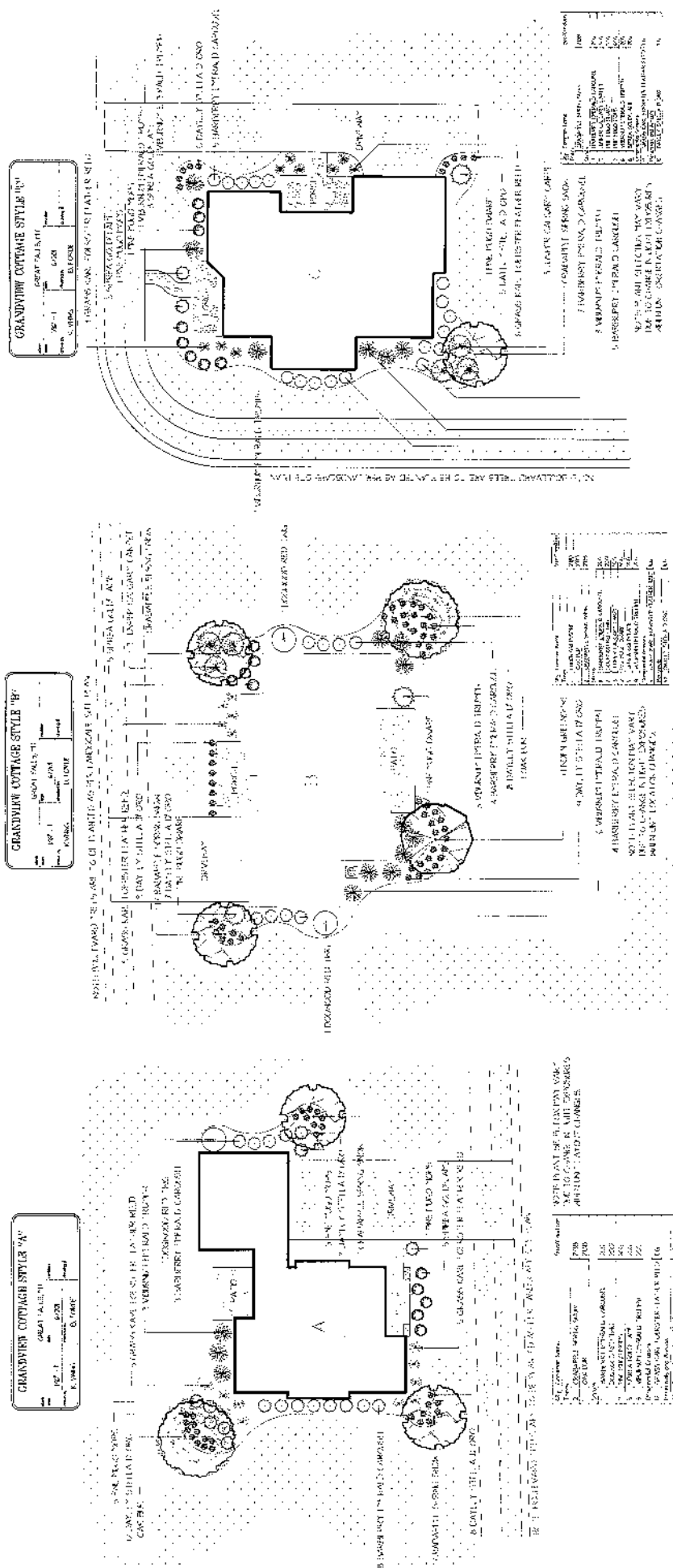
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Freestanding house elevations

The
Grandview
at Benefis

EXHIBIT J - COTTAGE LANDSCAPE PLANS



Project Overview

The developer is proposing a Continuing Care Retirement Community (CCRC) that will offer several levels of health care on one campus including the following accommodations:

Independent Living Community: Residents who live on their own and do not need personal assistance.

- Up to 160 apartments. The apartment buildings will be three stories above grade with structured parking on a level below grade.
- Up to 36 independent living detached homes ranging from 1,250 to 1,660 square feet plus attached two-car garages.

Assisted Living Community: For people who require help with the activities of daily living.

- Up to 96 Studio or one-bedroom apartments in multi-unit apartment buildings.

Special Care (memory impaired):

- Up to 16 units, attached or free standing households.

Skilled Nursing Households:

- Up to 48 beds, skilled nursing households surrounding a central atrium or are free standing.

Adult Day Care:

- Adult day care is a planned program of activities designed to promote well-being through social and health related services. The adult day care center is proposed in Zone 2 of the PUD.

The intent of the PUD is to provide housing and related facilities to serve the needs of people age fifty-five (55) years and older. The PUD divides the site into three zones in order to establish varying densities and mix of housing types that will meet the needs of the residents. The proposed uses and development standards for each zone are broken down as follows:

Zone One:

Zone One is comprised of approximately 12.8 acres and is generally located in the northwest corner of the site. The primary uses include Nursing Care, Special Care (memory support) and Assisted Living. The standards for zone one include:

- Maximum Dwelling Units per Acre: 14 units per acre
- Minimum Property Setback: 80 feet
- Minimum Internal Building Setback: 20 feet
- Maximum Building Coverage: 35 percent
- Off Street Parking Requirements: 1 space per 5 nursing beds and 1 space per employee per shift.

- Maximum Building Height: 45 feet

Zone Two:

Zone Two is comprised of approximately 16.7 acres and is generally located in the center of the site. The primary uses include Multi-family Apartment Building and Community Commons Building. The standards for zone two include:

- Maximum Dwelling Units per Acre: 12 units per acre
- Minimum Property Setback: 150 feet
- Minimum Internal Building Setback: 15 feet
- Maximum Building Coverage: 20 percent
- Off Street Parking Requirements: 1.25 spaces per apartment 1 space per 200 square feet of net assembly, dining and activity space and 1 space per employee per shift.
- Maximum Building Height: 56 feet for the Apartment building and 45 feet for the Community Commons building.

Zone Three:

Zone Three is comprised of approximately 13.4 acres and is generally located in the south of the site. The primary uses include detached one-story single family homes. The standards for zone three include:

- Maximum Dwelling Units per Acre: 3 units per acre
- Minimum Property Setback: 60 feet
- Minimum Internal Building Setback: 20 feet
- Maximum Building Coverage: 25 percent
- Off Street Parking Requirements: 2 car garage per each detached dwelling unit and a driveway large enough to park 2 cars without blocking sidewalks.
- Maximum Building Height: 28 feet

Zoning, Building Height, and Setbacks

The property is zoned PUD Planned unit development. The applicant proposes to develop the senior living complex in conformance with the approved Ordinance 3074 (Attachment A) and Development Agreement (Attachment B). Staff has reviewed the preliminary plans and determined the submitted plans conform to the requirements specified within said documents.

Parking

The proposed plan provides 305 parking stalls including accessible spaces onsite. Staff calculates the complex would require 148 parking stalls. The parking plan satisfies the code requirements for the parking needs of the senior living complex.

Landscaping

The proposed plan provides landscape features, (mounds, depressions and trails) sod, shrubs, and trees within the site to achieve the City's goals in providing landscaping that promotes healthy environments, a healthy community, increases property values, provide lasting social, economic, environmental, and aesthetic benefits to the community. This plan achieves most of the conceptual ideas conveyed to the community when the project was unfolded this spring. The developer must install trees along the eastern boundary of the development at a rate of a minimum of a tree spaced a maximum of 35'-0" on centered and staggered for depth. This will provide a buffer between the proposed cottages and the existing residential neighborhood of Mountainview Addition.

Sidewalks

The proposed plan provides sidewalks and walking trails that promote connective pedestrian traffic within and to the surrounding neighborhoods and City Parks.

Signage

The proposed plan indicates a monument sign at the entrance to the complex. Staff has determined the submitted monument sign conforms to the requirements specified within Ordinance 3074 (Attachment A) and Development Agreement (Attachment B).

Outdoor Lighting

The applicant has submitted a conceptual lighting plan with the documents in support of the zoning the property to PUD Planned unit development. That submitted plan conforms to the requirements within Title 17, Chapter 40, Outdoor lighting.

Neighborhood Council Input

Grandview at Benefis gave two presentations to Neighborhood Council 5 and one to Neighborhood Council 6. The following is the feedback that has been received from these Councils:

1. Employee/visitor on-street parking on or near 14th Avenue South and 25th/26th Streets South is congesting those streets.
2. One access in and out of Grandview would be problematic in the case of an emergency—from a citizen who is a member of the Citizens Emergency Response Training.
3. Increased traffic in the medical area has also increased use of streets in the Council 6 area which has some gravel roads and limited east/west through streets. Also the development will increase travel on County road 24th Avenue South, which is a substandard road.
4. The potential closing of 11th Avenue South from 26th to 28th Streets South would further inhibit east/west travel and would confuse emergency room access.
5. Some residents are counting on the east/west connection that would be created on 15th Avenue South, which does not exist currently.
6. Several 32rd Street South residents have expressed concerns with dust/erosion controls during construction and storm drainage issues on the east side of the development adjacent to Mountainview Addition residences.

Medical District Master Plan

The proposed PUD is compatible with the vision of the Medical District Master Plan and many of the Goals, Objectives, and Implementation initiatives contained within the Plan. Specifically, the proposed PUD improves vacant land within the district, provides a variety of housing types and establishes a mix of uses.

Recommendation

Suggested Motion

1. Board Member moves:

“I move that the Design Review Board (approve/approve with conditions) the Design Review Application of Grandview at Benefis, Senior Living Complex, as shown in the conceptual development plans contained within this report and as approved by the City Commission in Ordinance 3074 (Attachment A) and Development Agreement (Attachment B), subject to the follows conditions:

1. The proposed project shall be developed consistent with the conditions in this agenda report, all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. If after the approval of the concept development plan as amended by this board, the owner proposes to expand or modify the conceptual development plans, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the concept for one or more review criteria. If such proposed change would alter the plan, the proposal shall be resubmitted for review as a new application.
3. The landscape plan must include one canopy type tree planted and maintained in a buffer-setback along the eastern property boundary. Trees shall be spaced more or less evenly along the length of the buffer and staggered as shown on the conceptual renderings provided by the Owners representatives at the Neighborhood Council Meetings.

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

CC City Engineering, Dave Dobbs
 CTA Architects Engineers, Anthony Houtz, A.I.A., 219 2nd Ave S, Great Falls MT 59405
 Patty Cadwell, Neighborhood and Youth Council Coordinator
 Dawn Willey, Benefis Health System, 2621 15th Ave. South Great Falls, MT 59405
 Erin Madison, Great Falls Tribune

Attachment A

ORDINANCE 3074

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT DISTRICT TO LOTS 1A1 AND 1B2, MOUNT OLIVET ADDITION, SECTION 17, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, TO BE KNOWN AS THE GRANDVIEW AT BENEFIS

* * * * *

WHEREAS, Lots 1A1 and 1B2, Mount Olivet Addition, Section 17, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, was annexed to the City of Great Falls on May 15, 2007; and,

WHEREAS, at the time of annexation, the City of Great Falls assigned a zoning classification of PLI Public land and institutional district classification to said Lots 1A1 and 1B2, Mount Olivet Addition; and,

WHEREAS, Benefis Health System., has petitioned the City of Great Falls to rezone said Lots 1A1 and 1B2, Mount Olivet Addition, to PUD Planned unit development district classification; and,

WHEREAS, notice of assigning said zoning classification to said Lots 1A1 and 1B2, Mount Olivet Addition, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 3rd day of May, 2011, before final passage of said Ordinance herein; and,

WHEREAS, the approval of said zoning classification is subject to the developer fulfilling the conditions of approval in the Planning Advisory Board / Zoning Commission agenda report dated February 22, 2011; and,

WHEREAS, the approval of said zoning classification is subject to the developer entering into a Development Agreement with the City of Great Falls that describes the obligations to fulfill said conditions of approval; 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:

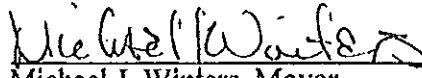
Section 1. It is determined that the herein requested zoning designation will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Section 17.16.40.030 of the Unified Land Development Code of the City of Great Falls.

Section 2. That the zoning classification of said Lots 1A1 and 1B2, Mount Olivet Addition, be designated as PUD Planned unit development district, subject to the PUD submittal dated February 9, 2011, kept at the Planning and Community Development Department of the City of Great Falls and by this reference made a part hereof.

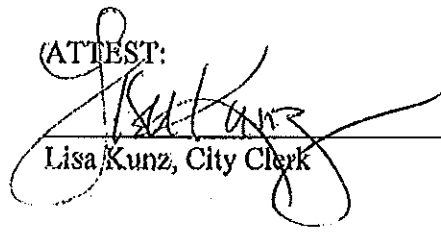
Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the amended plat of the Amended Plat of Lot 1A1 and 1B2, Mount Olivet Addition, Section 17, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading April 5, 2011.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading May 3, 2011.

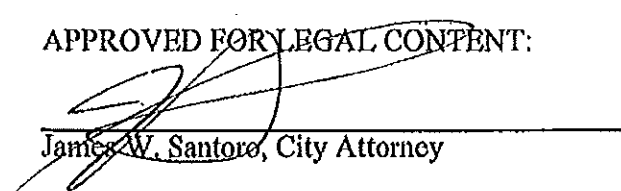

Michael J. Winters, Mayor

(ATTEST:


Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

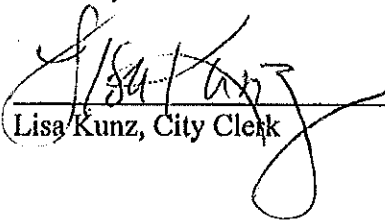

James W. Santoro, City Attorney

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 3074 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

(CITY SEAL)



Lisa Kunz, City Clerk

Attachment B

DEVELOPER AGREEMENT FOR GRANDVIEW AT BENEFIS PUD IN SECTION 17, TOWNSHIP 20 NORTH, RANGE 4 EAST, CASCADE COUNTY, MONTANA

1. PREFACE

The following is a binding Agreement dated this 11 day of May, 2011, between BENEFIS HEALTH SYSTEM hereinafter referred to as "Owner," and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as "City," regarding the conditions of approval for assigning PUD zoning to the ±42.9-acre GRANDVIEW AT BENEFIS project, comprised of Lot 1A1 and Lot 1B2 Mount Olivet Addition, Section 17, Township 20 North, Range 4 East, Cascade County, Montana, hereinafter referred to as the "Project".

2. PRIOR AND CURRENT ACTIONS

- A. The Planning Advisory Board, acting as the Zoning Commission, recommended the City Commission approve a rezoning of the Project from PLI (Public Lands and Institutional) to PUD (Planned Unit Development) subject to fourteen (14) conditions of approval on February 22, 2011.
- B. City Commission will hold a public hearing to approve or deny the rezoning to PUD on May 3, 2011.

3. SUPPORTING DOCUMENTS

- A. Amended Plat of Lot 1A1 and Lot 1B2, Mount Olivet Addition, prepared by Thomas Dean & Hoskins (TD&H), and filed of record in the Clerk and Recorder's Office of Cascade County, Montana.
- B. Final engineering drawings, specifications and cost estimates prepared by TD&H Engineers, consisting of documents for sanitary sewer mains, water mains, storm drainage improvements, paving, sidewalks and curb and gutter, including final engineering drawings, specifications and cost estimates for the extension of 15th Avenue South from its current terminus east of 29th Street South, easterly to the western existing boundary of 32nd Street South. Said drawings and specifications are on file in the City Engineer's office.

- C. Subdivision Plat of First Addition to Great Falls Clinic Addition.
- D. Amended Plat of Blocks 1 and 3, First Addition to Great Falls Clinic Addition.
- E. Subdivision Plat of B.G.M. Tracts.

4. AMENDMENTS

Minor changes to engineering plans and specifications may be made as are deemed appropriate and necessary by City's Engineer and City's Public Works Department and which do not materially affect the Project, may 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 City's Engineer upon completion of the construction.
- E. All amendments to this Agreement, except as allowable above in this section, shall be in writing and approved by City and Owner.

5. UNFORESEEN POTENTIALITIES

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

6. FEES AND CHARGES

- A. Owner has paid fees totaling \$700.00 for the processing the rezoning application for the Project.
- B. Owner or its successors or assigns shall reimburse City for its expenses incurred in testing and acceptance of public utilities to serve Project at the rates charged by City for said work at the time performed.
- C. Water tapping, water connection, sewer service tapping, and sewer connection fees will be assessed at the time of installation.
- D. The absence of any fee from this agreement lawfully charged by the City in connection with construction activity associated with Project shall not constitute a waiver by the City.

7. ERRORS AND OMISSIONS

The Amended Plat of Mount Olivet Addition containing Grandview at Benefis shall incorporate corrections of any errors or omissions noted by staff.

8. MEDICAL DISTRICT MASTER PLAN

The Medical District Master Plan anticipated that 18th Avenue South would be extended east (through the Project) to connect with 32nd Street South and that 15th Avenue South, north of the Project, would be extended east to connect with 32nd Street South. These roadway

connections were determined needed to maintain adequate traffic flow within and through the Medical District. Owner agrees, in lieu of the 18th Avenue South connection through the Project, to construct or fund construction of the more critical 15th Avenue South roadway connection between its current terminus east of 29th Street South, ±890 feet easterly to 32nd Street South, in cooperation with City, subject to the terms of this agreement.

9. DEDICATION AND CONSTRUCTION OF 15th AVE SOUTH THROUGH FIRST ADDITION TO GREAT FALLS CLINIC ADDITION (±490 LINEAR FEET)

- A. Owner agrees to dedicate required public right-of-way ±490 linear feet across the southernmost 42 feet of Lot 1, Block 2, First Addition to Great Falls Clinic Addition hereinafter referred to as "Right-of-Way A" pursuant to the existing Annexation Agreement for Lot 1, Block 2, First Addition to Great Falls Clinic Addition, dated March 15, 2005. City agrees to obtain ±490 feet of required right-of-way dedication along the northernmost 18 feet of Lot 1A, Block 1, First Addition to Great Falls Clinic Addition hereinafter referred to as "Right-of-Way B" pursuant to the existing Annexation and Improvement Agreement for First Addition to Great Falls Clinic Addition, Amended Plat of Blocks 1 and 3, date March 2, 2004. (See Attachment A to this Agreement for depiction of rights-of-way and property/roadway dimensions)
- B. Owner agrees to pay for and have prepared Amended Plats for Lot 1, Block 2 and Lot 1A, Block 1, First Addition to Great Falls Clinic Addition, dedicating the rights-of-way described in 9.A above.
- C. Owner agrees to complete within two (2) years of the date of this Agreement or before any Certificate of Occupancy is issued by the City for any phase of the Project (whichever is sooner) the installation of the required improvements to the above described segment of 15th Avenue South including water main, fire hydrant, sanitary sewer main and storm sewer main improvements, conduit for public roadway lighting facilities, curb, gutter, pavement, sidewalk, traffic control and signage. Furthermore, Owner shall be entitled from the owners of Right-of-Way B, to 50% of the costs of said improvements (water main, fire hydrant, sanitary sewer main and storm sewer main improvements, conduit for public roadway lighting facilities, curb, gutter, pavement, sidewalk, traffic control and signage) abutting said property referenced hereinabove pursuant to the existing Annexation and Improvement Agreement for First Addition to Great Falls Clinic Addition, Amended Plat of Blocks 1 and 3, date March 2, 2004.
- D. Owner shall provide City with its actual cost of the installation of the above described improvements (water main, fire hydrant, sanitary sewer main and storm sewer main improvements, conduit for public roadway lighting facilities, curb, gutter, pavement, sidewalk, traffic control and signage) upon completion of those improvements and acceptance thereof by City. City shall then request reimbursement from the owners of Right-of-Way B for 50% of that cost. 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.

10. NEGOTIATE, DEDICATE AND CONSTRUCT 15th AVE SOUTH THROUGH B.G.M. TRACTS (±400 LINEAR FEET)

- A. City agrees to negotiate with the property owner of Block 2, B.G.M. Tracts to obtain dedication of 15th Avenue South along the northernmost 60 feet of said tract, easterly from the terminus of 15th Avenue South to the connection at the western boundary of 32nd Street South, consisting of ±400 feet hereinafter referred to as "Right-of-Way C" at no cost to Owner.
- B. Should the City acquire Right-of-Way C prior to construction of the improvements in Rights-of-Way A and B, the Owner agrees to the concurrent installation of improvements on Right-of-Way C (Block 2, B.G.M. Tracts) including water main, fire hydrant, sanitary sewer main and storm sewer main improvements, conduit for public roadway lighting facilities, curb, gutter, pavement, sidewalk, traffic control and signage.
- C. Should the City not acquire Right-of-Way C described above prior to construction of Rights-of-Way A and B, Owner shall escrow with the City the estimated cost to design and install the improvements for Right-of-Way C. The City will install the improvements when Right-of-Way C is secured in public ownership. The City's engineering office estimates the cost of these improvements to be \$190,000.00. Owner hereby agrees to provide a certificate of deposit in the name of Owner and City, in the amount of \$190,000.00. At such time as the actual cost of the above referenced improvements are definitely determined, an amount equal to said costs shall be transferred from the above referenced account to City. Upon said transfer, any remaining balance in the above referenced account shall be released to Owner. Should City fail to acquire Right-of-Way C within ten (10) years of the date of this Agreement then Owner shall not be responsible for said improvement and the escrow account and certificate of deposit shall be released by City to Owner.
- D. The Owner shall be entitled to reimbursement for 50% of the costs of improvements for water main, fire hydrant, sanitary sewer main and storm sewer main improvements, conduit for public roadway lighting facilities, curb, gutter, pavement sidewalk, traffic control and signage, from the owners of Mark 21A, Section 17, Township 20 North, Range 4 East, Cascade County Montana, abutting said property (±400 linear feet) at such time said Mark 21A is annexed into the City.
- E. Owner shall provide City with actual cost of the installation of the above described improvements (water main, fire hydrant, sanitary sewer main and storm sewer main improvements, conduit for public roadway lighting facilities, curb, gutter, pavement, sidewalk, traffic control and signage) upon completion of those improvements and acceptance thereof by City. Upon annexation of Mark 21A (Zadick Property) City shall obtain reimbursement from those owners for 50% of that cost and transfer to Owner. 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.

11. FUTURE EASEMENTS AND DEDICATION OF 30th STREET SOUTH

Owner hereby agrees to provide existing and future easements and dedicated rights-of-way as required and install required sanitary sewer, water mains, drainage improvements, street paving, sidewalk and curb and gutter along that portion of 30th Street South within the western boundary of the Project when deemed necessary by City based upon additional incorporated development in the vicinity utilizing said infrastructure and roadway for access.

12. FUTURE STREET IMPROVEMENTS OF 30th STREET SOUTH

- A. Owner shall pay the full cost of the equivalent twelve-inch (12") water main and eight-inch (8") sewer main to be installed in the extension of 30th Street South to the property boundary. At such time the actual cost of the above referenced improvements and remaining water main is definitely determined, an amount equal to said costs shall be paid to the City.
- B. Owner hereby agrees to pay proportionate share of future street improvements to 30th Street South including paving, sidewalks and curb and gutter and further agrees to pay proportionate share of any future storm drainage improvements within 30th Street South, at such time as City deems necessary.
- C. Additionally, to accommodate the long term growth plan that City foresees, Owner agrees to install required over-sizing (water main) improvement, instead of the standard City required improvements in the portion of 30th Street South abutting Project. City agrees to reimburse Owner for 50% of the over-sizing cost of improvements installed in 30th Street South within (30) days of its acceptance of the installations and appropriate billing, including provisions of adequate information and documentation supporting said costs.
- D. Owner shall prepare all plans and specifications for improvements under this section in accordance with standards of the City, and with the review and approval of the City Engineer and the City Public Works Department.

13. PUBLIC IMPROVEMENTS

Owner agrees to complete within two (2) years of the date of this Agreement, the installation of the sanitary sewer and water improvements, drainage improvements, street paving, sidewalks and curb and gutter to serve Project, according to plans referenced in Paragraph 3.B. above and filed in the City Engineer's Office and in accordance with standards of City. When deemed appropriate and necessary by The City Engineer and City Public Works Department, the completion date of said public improvements may be extended as approved by the City. The proposed revision will be submitted to City Engineer and City Public Works Department for review and, if approved, the City Engineer or Public Works Director will sign and adequately annotate the change.

- A. Owner hereby agrees to prepare and provide final engineering drawings and specification for the 16 foot wide off-street emergency access route that shall be approved by the City Engineer's Office.
- B. Owner hereby agrees to prepare and provide final engineering drawings and specification for the on-site utilities that shall be approved by the City Engineer's Office.

- C. Owner hereby agrees to provide and obtain final engineering drawings and specification for the eastern terminus of 18th Avenue South and mini-round-a-bout or similar traffic device.

14. SOIL AND/OR GROUNDWATER CONDITIONS

Owner hereby agrees to indemnify and hold the City, its employees, agents and assigns harmless for and against all damages, claims, attorney fees, judgments, demands and/or liabilities that may, arise from, be attributable to or be sustained as a result of adverse soil and/or groundwater conditions caused by Owner's development activities associated with the Project. However, Owner's duty to indemnify and hold City, its employees, agents and assigns harmless does not extend to claims, demands or liabilities caused by City's own negligence or willful misconduct or that of its employees, agents or assigns associated with Project.

Owner hereby agrees to provide a geotechnical investigation and report prepared by a Professional Engineer with recommended building foundation design, which shall be submitted to the Planning and Community Development Department for review and approval. Owner agrees to indemnify City, its employees, agents and assigns for and against all damages, claims, attorney fees, judgments, demands and/or liabilities that may, arise from, be attributable to, or be sustained by city, as a result of City's reasonable reliance upon the results of any geotechnical investigation and report submitted by Owner to City for City's consideration in the building permitting process of the Project.

15. RESTRICTIONS ON BUILDING PERMITS AND OCCUPANCY

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

16. DESIGN REVIEW BOARD

Owner hereby agrees that development shall be in general accordance with the building elevations, site plan, landscape plan, signage and lighting plans within the PUD Submittal dated February 9, 2011. Further, the owner hereby agrees to submit all proposed drawings including architectural, landscape, signage and lighting plans as required for review and approval by the Design Review board prior to the issuance of building permits.

17. MAINTENANCE DISTRICTS

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

18. FUTURE STORM DRAINAGE FACILITIES

Owner hereby agrees to waive its right to protest any future area wide special improvement district for storm drainage facilities and further agrees to pay for proportionate share of any

future storm drainage improvements that service Project 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 Project, which is a contributor to the drainage sub-basin of which Project is a part.

Owner hereby agrees to provide a Grading Plan, State Stormwater Discharges Associated with Construction Activities Permit, and Stormwater Management Plan, which shall be developed to City standards and shall be submitted to the City Engineers Office.

19. PUBLIC ROADWAY LIGHTING

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

20. SIDEWALKS

It is hereby agreed that the following exception to the strict adherence of Project requirements will be permitted: sidewalks serving and abutting any lot in Project shall be installed as a condition of final occupancy by the then lot owner within six (6) months (allowing for unfavorable weather conditions only) of occupancy. It is understood that the above provision regarding sidewalks shall not preclude City from exercising its authority provided by Chapter 12.28, Municipal Code of the City of Great Falls pertaining to sidewalks.

- A. Owner hereby agrees to provide a sidewalk and boulevard extension adjacent to 29th Street South for the entire length of the property that will be constructed to City standards and maintained according to City Code.
- B. Owner hereby agrees to provide a 20 foot easement to the City and construct and maintain a 10 foot bike/pedestrian access route from Charles Russell Park to 29th Street South.

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

- A. After the public utilities, drainage and street improvements described in Paragraph 3.B. hereof have been installed and accepted by City, the same shall be in all respects treated, owned and maintained as though the same had been constructed and installed by City. However, to the extent installed by Owner, Owner or its contractor shall guarantee said improvements against defective work and materials for a period of two (2) years from date of acceptance of the completed improvements by City.
- B. Installation of the public utilities and street improvements described in this agreement hereof, shall be subject to City's infrastructure inspection policy in place at the time of installation.

22. CITY ACCEPTANCE AND ZONING

In consideration of the foregoing, City hereby accepts and approves the amended plat and zoning of PUD Planned Unit Development

23. ADHERENCE TO SITE PLAN

Owner hereby agrees that development upon Lot 1A1 and Lot 1B2 Mount Olivet Addition, Section 17, Township 20 North, Range 4 East, Cascade County, Montana shall be substantially in accordance with the PUD document dated February 9, 2011 kept at the Planning and Community Development Department of the City of Great Falls and by this reference made a part hereof and applicable City Codes, and the terms and conditions contained in this Agreement.

24. BINDING EFFECT

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

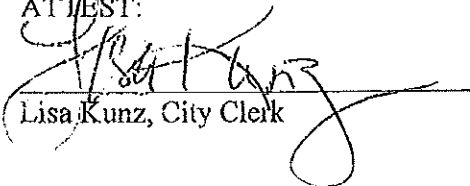
IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

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



Gregory T. Doyon, City Manager

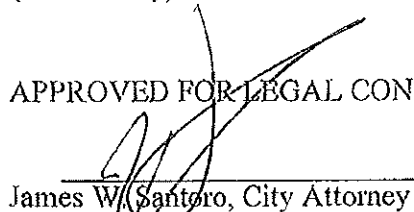
ATTEST:



Lisa Kunz, City Clerk

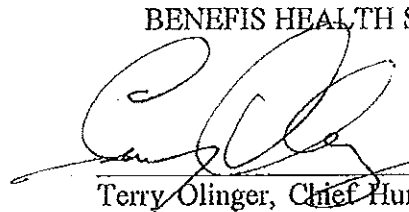
(Seal of City)

APPROVED FOR LEGAL CONTENT:



James W. Santoro, City Attorney

BENEFIS HEALTH SYSTEMS


Terry Olinger, Chief Human Resources & System
Services Officer

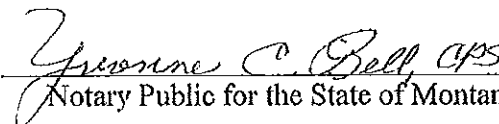
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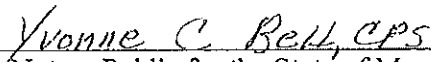
County of Cascade)

On this 12th day of May, 2011, in the year Two thousand and Eleven, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Terry Olinger, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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


Yvonne C. Bell, CPS
Notary Public for the State of Montana

(NOTARIAL SEAL)


Yvonne C. Bell, CPS
Notary Public for the State of Montana (Printed)
Residing at Mont Falls
My commission Expires November 8, 2011

[illegible]

City Limits	
Parcels	
Right-of-Way	
Right-of-Way	
Right-of-Way	



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