

# PLANNING ADVISORY BOARD ZONING COMMISSION

**FEBRUARY 24, 2015**

***Case Number***

SUB2015-1  
CUP2015-3

***Owner***

Kyso Corporation, Dana  
Huestis & Loren D. Smith

***Representative***

Zell O. Cantrell, Galloway  
& Company, Inc.

***Property Location***

At the southwest corner of  
the 10th Avenue South and  
57th Street South intersec-  
tion

***Requested Action***

**Minor Subdivision** creat-  
ing 5 lots total

**Conditional Use Permit**  
allowing development of a  
large format retail store

***Neighborhood Council***

Neighborhood Council #5

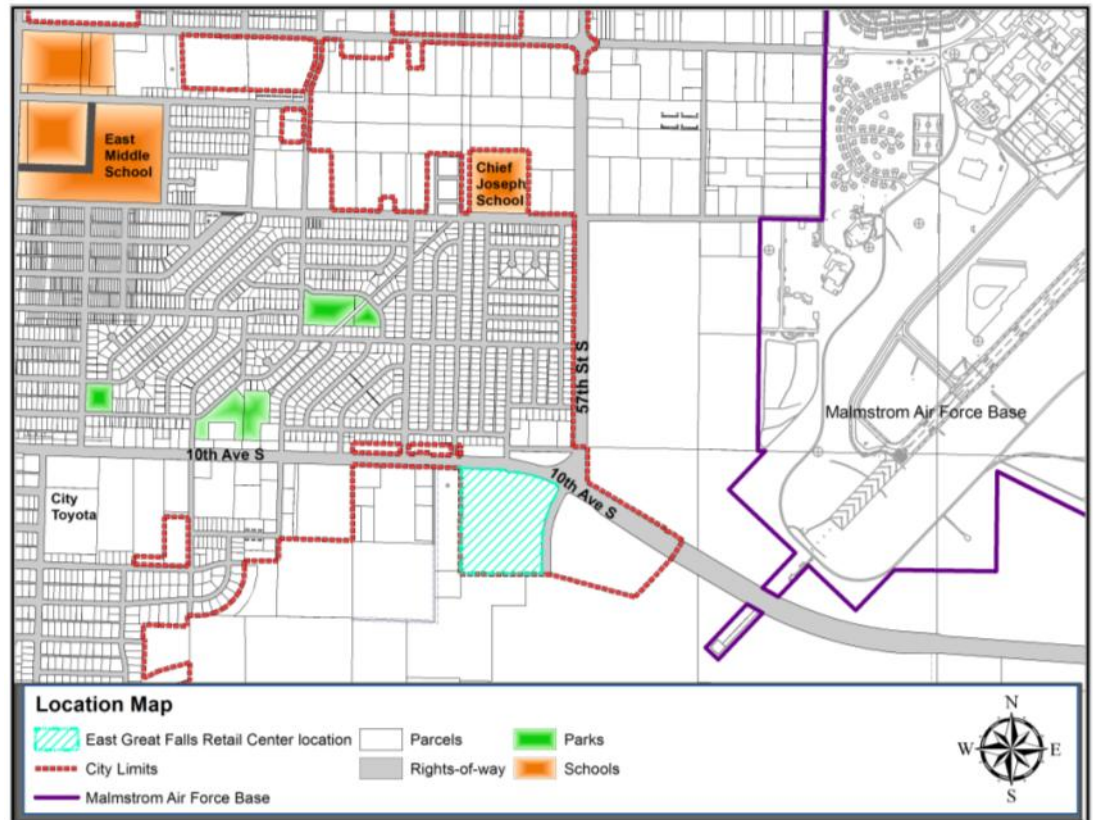
***Recommendation***

Approval of the request  
with Conditions

***Project Planner***

Galen Amy

## EAST GREAT FALLS RETAIL CENTER - MINOR SUBDIVISION & CUP



**Summary**

The applicant is proposing development of a vacant tract of land, currently used for dryland crop production, located on the east side of Great Falls abutting 10th Avenue South.

The development will consist of a minor subdivision creating a ±20 acre lot (the remainder of the parent lot) for a large format retail anchor store and fuel station and 4 outlots, ±1-1.5 acres each, along the periphery of the subject property for future businesses.

- Legal description: Lot 1, Block 1, East Great Falls Retail Center Addition, NW¼ of Section 15, T20N, R4E, P.M., Cascade County, Montana
- Area of subject Lots: ±26.224 acres

**Agency Comment**

Representatives from the City’s Public Works, Park & Recreation and Fire Department have been involved in the review process for this application. All comments made by the above parties have been addressed by the client or in the conditions of approval proposed in this report.

## Existing Conditions

**Existing Use:** Vacant undeveloped, used for dryland farming.

**Existing Zoning:** The property is zoned C-2 General commercial.

**Adjacent Land Use:** To the northeast is Malmstrom Air Force Base, south and east is additional undeveloped agricultural land, and to the west is the C-2 General commercial corridor along 10th Avenue South.

## Property Background

The subject property was annexed in 2007. At that time, Wal-Mart was proposing development of the site, however that project did not come to fruition. The site has remained vacant and the agricultural use continues.

For additional information on the East Great Falls Retail Center Addition, please refer to the City website or contact the Planning and Community Development Department staff.



View along the 10th Avenue South frontage.



View southwest across the subject property towards the KOA located beyond the trees.

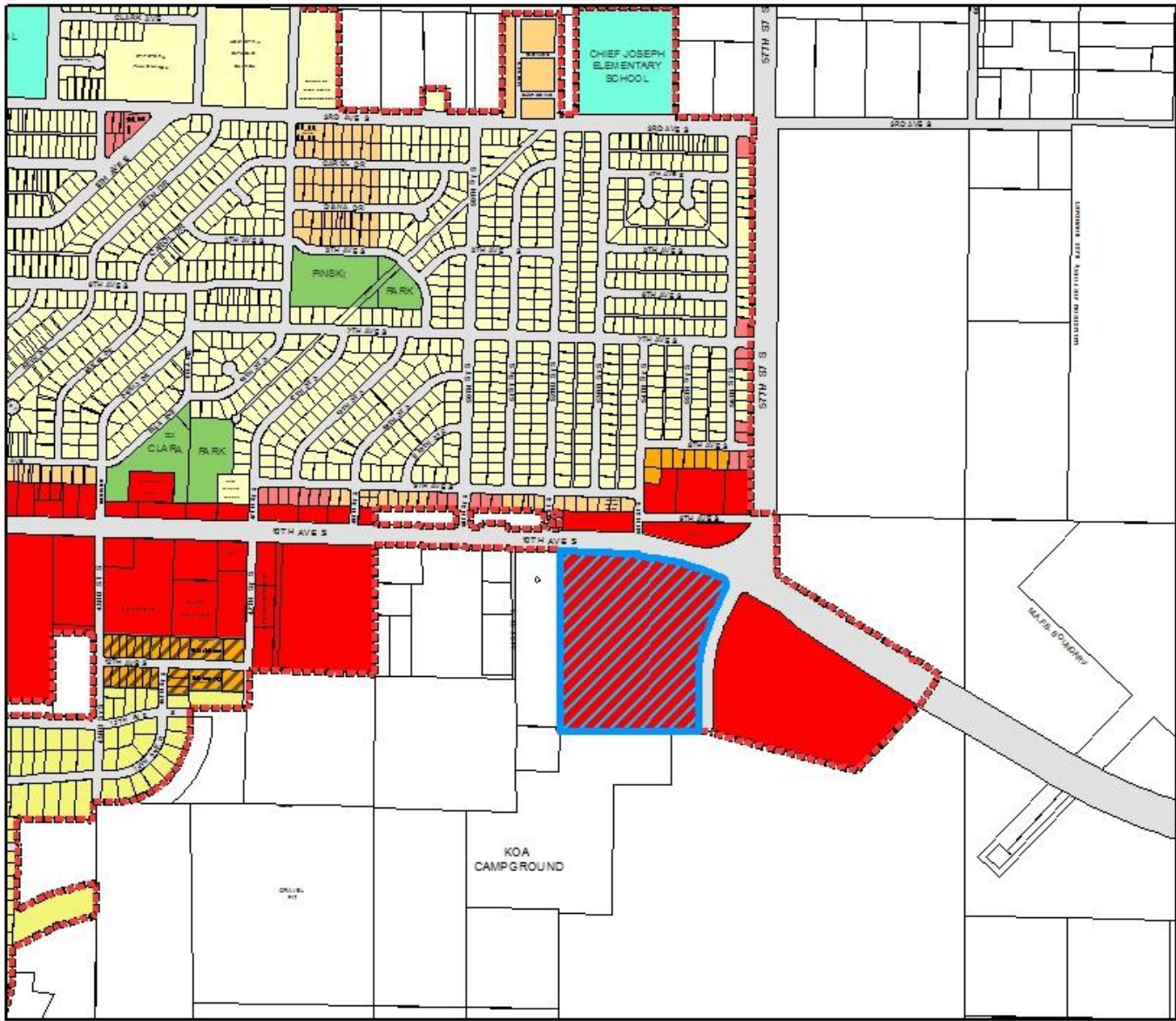
















View east along the north property line of the subject property as one heads out of Great Falls.



View north across 10th Avenue South at the current intersection with 57th Street South. This intersection will become signaled and 57th Street South will be extended south as part of the project.

# EXHIBIT A - ZONING MAP

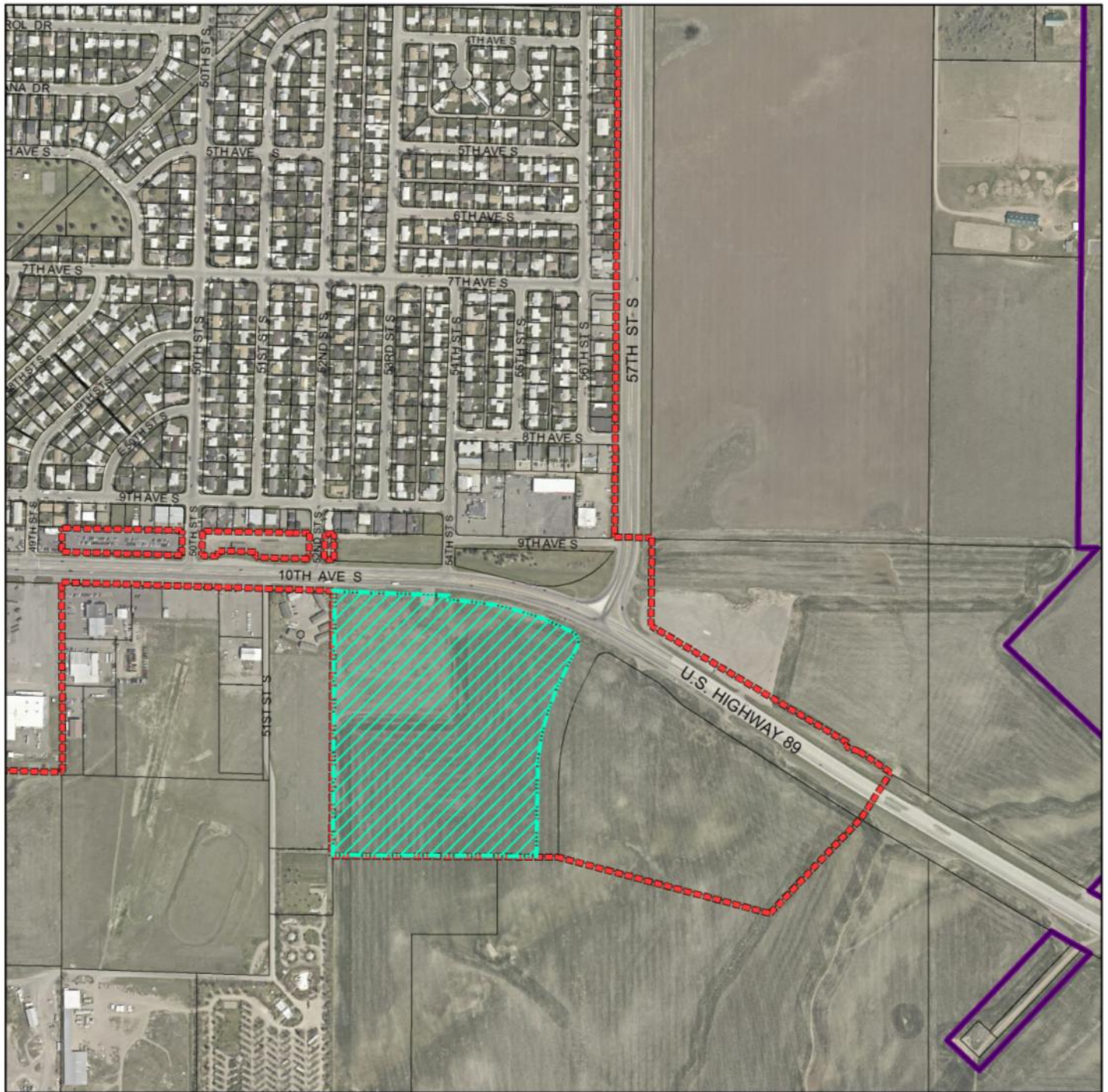






- |   |   |   |                                  |   |                                    |
|---|---|---|----------------------------------|---|------------------------------------|
|  | East Great Falls Retail Center location |  | R-2 Single-family Medium Density |  | C-1 Neighborhood Commercial        |
|  | City Limits                             |  | R-3 Single-family High Density   |  | C-2 General Commercial             |
|  | Tracts of Land                          |  | R-5 Multi-family Medium Density  |  | PLI Public Lands and Institutional |
|  | right-of-way                            |  | R-6 Multi-family High Density    |  | POS Parks and Open Space           |
| <b>ZONING</b>   |   |  | PUD Planned Unit Development     |  | U Unincorporated Enclave           |

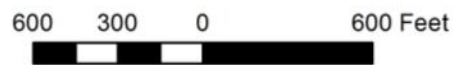
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# EXHIBIT B - AERIAL MAP



-  East Great Falls Retail Center location
-  City Limits
-  Malmstrom Air Force Base
-  Tracts of Land



## Subdivision Request

The applicant is requesting a minor subdivision of the subject property, which comprises ±26.224 acres. The subdivision would create 5 lots total, including one ±20 acre lot (the remainder of the parent lot) and 4 outparcels, ±1-1.5 acres each, along the periphery of the subject property. The remainder of the parent lot will be the location of a large format retail anchor store and a 16 pump fuel station, with the outparcels available for commercial development in the future. This new development will become a large part of the entrance to the City from the east, and the applicant has provided a site plan that respects this reality. The applicant has provided a draft amended plat for the subdivision (see Exhibit I).

## Infrastructure

### **Streets & Traffic Analysis**

The Montana Department of Transportation (MDT) has permitting authority over accesses to properties from 10th Avenue South. Because this development would require new driveways and approaches, MDT's System Impact process is being followed to assess impacts upon the transportation system. A Traffic Impact Study was prepared and is the basis for recommended improvements. According to the Study, the development is anticipated to generate approximately 7,500 new daily weekday trips, with a peak-hour generation of 718 new trips during the evening peak.

To accommodate the traffic generated by the proposed development and allow for safe ingress and egress, the development will design approaches and make improvements to 10th Avenue South to the satisfaction of MDT before any approach permits will be issued. The approaches to 10th Avenue South will be:

- An eastbound right-in, right-out access on the west end of the property. No westbound movements will be accommodated.
- A full movement access immediately across from 54th Street, with westbound median turn-lane improvements.
- A full movement signalized intersection at 57th Street, connecting to a new street segment on the south.

Boulevard style sidewalks will be installed across the subject property frontage, with a pedestrian crossing on the west leg of the 10th/57th intersection. Pedestrian features (ramps, landings, etc) with PROWAG/ADA compliant hardware on all four corners must be provided. In addition to improvements along 10th Avenue South and the signal, the development will comply with the following:

1. Construct a new 4-lane roadway (with turn lanes) segment from 10th Avenue South to the south property line along the east side of the property. This will be a new segment of 57th Street South, built to City standards with a boulevard style sidewalk, a turnout for transit buses, and center landscaped medians. Two accesses from 57th Street South will be constructed, as shown in the plans you are being asked to approve. No other accesses from 57th Street South will be allowed.
2. Because no individual accesses will be constructed to the newly created lots, the development will have internal, shared access among the lots, including shared parking and sidewalk and pedestrian movements.
3. For bicycle and pedestrian movements, a pedestrian walkway will be constructed along the western property line. Bike racks will also be provided near each building.
4. A 60-foot right-of-way that will accommodate the future extension of 13th Avenue South will be dedicated along the southern boundary of the site, but will not be required to be constructed by the developer. The developer will install native seeding and maintain the right-of-way until such time as roadway construction occurs.

All improvements must be built to approved plans, and be in general conformance with the site plans attached as Exhibit I.

All improvements to 10th Avenue South must be constructed and accepted by MDT before any Certificates of Occupancy will be issued for any structure on any of the lots within the subdivision.

All improvements to 57th Street South must be constructed and accepted by the City of Great Falls before any Certificates of Occupancy are issued for any structure on any of the lots within the subdivision.

### **Utilities**

The applicant shall extend a 12-inch water main from 49th Street South along the south side of 10th Avenue South to the intersection with 57th Street South; thence south along 57th Street South to the southern boundary of the subject property. The applicant shall also extend a 12-inch water main south from the 54th Street South/9th Avenue South intersection to connect with the new main on the south side of 10th Avenue South.

The City hired KLJ Engineering to complete the Southeast Great Falls Wastewater Master Plan, which outlines the location of a new lift station to serve that area of the City and is the impetus for requiring the developer to extend the sewer main west instead of north, as originally prescribed by the 2007 Annexation Agreement. Thus, the applicant and the City has negotiated the final layout of the sewer system serving the subject property as part of the Improvement Agreement (Exhibit J). These negotiations include, but are not limited to the following terms:

- The applicant shall extend a 15-inch sanitary sewer main east from the western property line along the south side of 10th Avenue South to the intersection with 57th Street South; thence a 12-inch sewer main south along 57th Street South to the southern boundary of the subject property. The City shall reimburse the cost of upsizing from an 8-inch to the 12-inch and 15-inch sewer mains.
- The applicant shall also contribute \$347,847.00 to the offsite cost of the western sewer connection, which is equal to the amount of what it would have cost to connect north as originally directed by the 2007 Annexation Agreement.
- The applicant shall extend the water and sewer mains in a 30-foot wide utility easement that they will dedicate along the north property line, along the south side of 10th Avenue South.

### **Stormwater**

As the shopping center will have impervious surfaces much greater than 15,000 square feet, the developer is required to provide a storm water management plan in compliance with the City of Great Falls Storm Drainage Design Manual and other City standards. The plan will be reviewed and approved by the Public Works Department prior to the issuance of building permits for the development. The site plan shows the agreed upon location of the storm water detention area; however, the final design and size of the detention pond must be reviewed and approved by the Public Works Department.

FINDINGS OF FACT—MINOR SUBDIVISION

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Finding of Fact - Prepared in Response to 76-3-608(3) MCA (2013)

### **PRIMARY REVIEW CRITERIA**

**Effect on Agriculture:** The subject property is currently being used for agricultural purposes in the interim between the property's annexation and development. This property was annexed into the City and zoned C-2 General commercial with the intent of being developed as such. The minor subdivision is a catalyst to that end. Moreover, the proposed minor subdivision will not interfere with any agricultural irrigation system as it is non-irrigated land, nor will it create any interference with agricultural operations in the vicinity.

**Effect on Local Services:** When development occurs on the newly created lots within the subdivision, it will connect to City water and sewer mains. As stated previously in this staff report, the applicant is required to extend the water and sewer mains along 10th Avenue South and 57th Street South. The applicant shall also construct private water and sewer service lines to the remainder of the parent lot and pay standard City fees for those services, with the future developers of the outlots responsible for separate service mains at time of development.

The lots within the minor subdivision will receive law enforcement and fire protection service from the City of Great Falls. Fire Station No. 3 is located  $\pm 2.3$  miles to the northwest of the subject property, at the northwest corner of Central Avenue and 34th Street North. The developer will also be responsible for construction of the southern extension of 57th Street South and will make improvements to 10th Avenue South including installation of a traffic signal at the intersection of 10th Avenue South and 57th Street South, as well as turn lane improvements at the 54th Street South entrance to the site. Ultimately, 10th Avenue South is under Montana Department of Transportation's jurisdiction and any improvements will be decided by them.

**Effect on the Natural Environment:** The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. It is expected that the lion's share of any excess surface runoff will flow into Public Works reviewed and approved storm drainage improvements made by the applicant at the time of construction.

**Effect on Wildlife and Wildlife Habitat:** The subdivision is located along the southern and eastern edge of the City with existing development to the north and west. The subdivision is not in an area of significant wildlife habitat beyond occasional grazing deer or migrating fowl, and will not result in closure of public access to hunting or fishing areas, nor to public lands.

**Effect on Public Health and Safety:** Based on available information, the subdivision is not subject to abnormal potential natural hazards such as flooding, wildfire, avalanches or rockslides.

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

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

### **EASEMENT FOR UTILITIES**

A new easement will be necessary to accommodate extension of the public water and sewer main, and the owner shall provide necessary utility easements to accommodate any private utilities to serve the lots in the minor subdivision.

### **LEGAL AND PHYSICAL ACCESS**

10th Avenue South is public right-of-way maintained by the Montana Department of Transportation. Legal and physical access to the proposed development will be off of 10th Avenue South and a newly constructed southern extension of 57th Street South. The developer will establish shared access between the lots and a mutual access agreement will be entered into by the owner(s) of the remainder of the parent lot and outlots for full access to and egress from the subject site.



## Conditional Use Permit Zoning Analysis

The subject property is located in the C-2 General commercial zoning district. The applicant is proposing a general merchandise anchor store as one building that is 189,543 square feet, with an attached auto center. This use is classified as a “large format retail store”, which is subject to the following special standards:

### **17.20.5.040 - Large format retail stores.**

- A. **Legislative findings.** The City Commission makes the following findings:
  1. Abandoned buildings are a blighting influence on the community and large vacant stores are especially detrimental.
  2. Large retail buildings may be inconsistent with the existing community character and the immediate area.
  3. A diverse retail economy is desirable in that it provides consumer choice and fosters competition.
- B. **Purpose.** The provisions of this section are intended to accomplish the following purposes:
  1. Ensure that large retail projects are consistent with the community character and the surrounding area.
  2. Ensure that large retail stores contribute to a diverse and sound economic base.
  3. Prevent urban blight due to vacant retail stores.
- C. **Applicability.** This section applies to (1) a single building in excess of sixty thousand (60,000) square feet that houses one (1) tenant and (2) a single building in excess of sixty thousand (60,000) square feet that houses multiple tenants and where the primary retail occupant occupies seventy (70) percent or more of the floor area. When an existing store expands its floor area and exceeds that threshold, the provisions of this section apply.
- D. **Conditional use.** Large format retail stores shall be subject to the conditional use process.
- E. **Development agreement.** Prior to issuance of a building permit, the property owner shall enter into a developer's agreement with the City, to run with the land, that includes the following:
  1. A provision that prevents the property owner from prohibiting or otherwise limiting, through contract or other legal device, the reuse of the building for retail or other legitimate purposes.
  2. A provision requiring long-term maintenance of the development if the building is vacated.
  3. A provision requiring the preparation of an adaptive reuse plan or a demolition plan acceptable to the City.
  4. Other provisions deemed necessary by the City to address the particular circumstances related to the project.
- F. **Vacation of existing buildings.** When a large format store is proposed as a replacement for a business already located in the City, the property owner shall not prohibit or otherwise limit, through contract or other legal device, the reuse of its former building.
- G. **Special landscaping.** Large format retail stores must comply with all applicable landscaping requirements in Chapter 44 Landscaping. However, the minimum square footage of interior landscaping, inclusive of landscaping in vehicular use areas and foundation planting areas, shall be twenty (20) percent of the gross property area to be developed.

The applicant and the City have drafted an Improvement Agreement which includes the Development Agreement requirements of the above Section 14.20.5.040(E), as well other terms and conditions related to development of this site. This agreement is attached as Exhibit J. Additionally, the proposed project first received Design Review Board (DRB) approval on April 28, 2014. The applicant then made changes to the site plan relating to the size and location of the fuel station and went back to the DRB on October 27, 2014; again receiving approval. This new development will become a large part of the entrance to the City from the east, and the applicant provided project design that respects this reality.

The DRB approved site plan and related design documents show the development is in conformance with the relevant requirements of Title 17 - Land Development Code of the Official Code of the City of Great Falls (OCCGF), including but not limited to zoning, setbacks, building height and lot coverage. The site plan includes the conceptual parking layout showing 762 parking spaces, 25 of which will be ADA accessible. This equals 4 parking stalls per 1,000 square feet of building area, which meets the code requirements. Please see Exhibits E through J for more site plan information.

The applicant has provided an outdoor lighting plan which appears to meet the intent of the Land Development Code. Site lighting proposed consists of LED fixtures, and the applicant applied for a Design Waiver to increase

the height of poll-mounted luminaries from 30 feet to 38 feet (35-foot pole with a 3-foot concrete base) and this has been approved. This design reduces the number of poles required in the interior of the site, as well as provides a more uniform light distribution. Poles along the perimeter of the site will remain at 30 feet, lessening the amount of light trespass onto adjacent properties. Per the requirements of Chapter 40, Title 17 - Land Development Code , full cutoff luminaries will be used for all site lighting, including parking lot fixtures.

The outparcels will be developed in the future as permitted in the C-2 district to conform to the requirements outlined in the Land Development Code and Development Standards. In addition, the Improvement Agreement it is requires the applicant maintain the outlots until they are conveyed.

### Neighborhood Council Input

Per Montana Code Annotated and the OCCGF Section 17.16.4.010 Table 16-2, minor subdivisions do not require public notice notification; however the Conditional Use Permit does. Patty Cadwell, Neighborhood Council Coordinator, provided information regarding the proposed project, via email, to Neighborhood Council #4 and Neighborhood Council #5 and a joint Council meeting was held on April 28, 2014. There were numerous questions about the project. Information was provided by the applicant's representative, and ultimately the Councils voted to support the Conditional Use Permit. The joint Council meeting minutes are attached as Exhibit D.

## FINDINGS OF FACT - CONDITIONAL USE PERMIT

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## Conditional Use Permit Findings

The procedure for processing a Conditional Use Permit is to conduct a public hearing before the Zoning Commission, which makes a recommendation to the City Commission. A second public hearing and a final decision regarding the Conditional Use Permit application are the purview of the City Commission. The City Commission may, through a written agreement with the applicant, establish such conditions and restrictions upon the construction, maintenance and operation of the conditional use as is deemed necessary for the protection of the public interest and to secure compliance with standards and requirements.

Title 17 - Land Development Code of the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040 lists seven criteria to be applied to a request for a conditional use for evaluation purposes, including:

### **The conditional use is consistent with City's Growth Policy and applicable neighborhood plans, if any.**

No neighborhood plans have been adopted for this area that address large format retail stores. The proposed large format retail store is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project supports the Economic and Physical portions of the Growth Policy, specifically the goals and principles to: 1) encourage the development of underutilized or vacant lands; and 2) ensure that new development meets City standards while paying a fair share of costs. Additional supportive Policies that this project is consistent with include:

#### Economic

- Eco3.4.2 Promote a "business friendly" attitude and support the use of an ombudsman role in all facets of business development.
- Eco3.7.12 Exercise fiscal prudence and responsibility in the establishment of City commitments, use of resources, and expenditure of funds.

#### Physical - Land Use

- Phy4.1.3 Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.

#### Physical - Efficient Infrastructure

- Phy4.3.4 Ensure that new development does not increase the cost or adversely impact existing service levels or service delivery.

#### Physical - Growth Policy

- Phy4.7.4 Do not permit the development of land unless all necessary facilities are in place to serve the new development, or a development agreement is in place to ensure that those facilities will be provided when needed.
- Phy4.7.6 Encourage new development in areas contiguous to existing development in the City, where capacity exists or can be planned for. This type of growth is preferred in order to avoid the long-term cost to taxpayers of providing costly services in an inefficient way.

The Growth Policy identifies that Great Falls embodies balanced, compatible growth, while at the same time identifies that 4,465 commercial lots, totaling 1,239 acres, are vacant. This equates to approximately 12% of the City's total existing land use. Thus the Growth Policy strongly encourages development of these properties.

### **That the establishment, maintenance or operation of the conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare.**

The proposed retail shopping center is located on a private lot that will be owned and maintained by the applicant and, as previously stated, the Neighborhood Council is in support of this development. It is not anticipated that the retail store will generate off-site nuisances, such as litter. Moreover, the special standard requirements of Section 17.20.5.040 of the OCCGF require a Development Agreement with certain provisions, including if the building is vacated and providing for an adaptive reuse plan. The Improvement Agreement that the City and the applicant are currently negotiating will be executed prior to any improvements are made in order to protect the general welfare of City residents.

The conditional use permit will allow for a retail shopping center to be created on the easternmost edge of the City, providing convenient retail choices to neighborhoods in the immediate vicinity. This development will become a prominent entrance to the City, and as it is the beginning of the commercial corridor therein, it will be a complementary addition. The large format retail shopping center Conditional Use Permit aligns with the C-2 Gen-

eral commercial zoning district permitted uses and will not diminish nor impair property values within the area. As previously mentioned, the proposed use meets the required setbacks of the OCCGF and will include installation of landscaping at the intersection of 10th Avenue South and 57th Street South, around the fuel station, along the south of the property, behind the anchor store, and along the west property line with the addition of a bike trail, all in order to minimize its visual impact from surrounding properties and roads.

**The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

The subject property has been within the City limits since 2007, yet due to the high costs related to extending infrastructure to serve this site, there has not been a normal and orderly development of the site and surrounding properties. As a result of the proposed large format retail store undertaking its proportional share of the infrastructure extensions necessary to serve the subject property, it is reasonable to believe that a new surge of development and improvement of the surrounding properties could occur shortly thereafter.

There are four properties along the south side of 10th Avenue South which are immediately to the west of the subject property that are still located in the County. Extending infrastructure immediately in front of the properties may incentivize the owners to annex and develop. In addition, inquiries about development have been made for the property located immediately east across the 57th Street South right-of-way.

**Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.**

In order for development to occur on the subject property, infrastructure including water, sewer, utilities, a roadway, and stormwater piping need to be installed/extended. The terms of these elements of the proposed project are in the process of being decided on by the City Public Works Department and the applicant and will be reflected in the Improvement Agreement. Ultimately, it is possible for the necessary services and infrastructure to be in place in order for the project to happen.

**Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

The subject property abuts 10th Avenue South to the north with the 57th Street South right-of-way on the east. Multiple accesses to the site have been created in order to eliminate single-point access congestion and reduce congestion at full access intersections. The Improvement Agreement prohibits the outlots from directly accessing 10th Avenue South and 57th Street South. The Easements, Covenants, Conditions, and Restrictions (ECCRs) that are recorded upon the property will address shared access and parking between the remainder of the parent lot (Lot 1 -E) and the outlots (Lots 1-A, 1-B, 1-C, and 1-D). As previously mentioned, the MDT reviewed Traffic Impact Study is the basis for recommended improvements.

**The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.**

The proposed large format retail store, with conditional use approval, conforms to the applicable regulations of the C-2 zoning district and all of the Special Standards set forth in Section 17.20.5.040 of the OCCGF. As a condition of approval, the applicant shall enter into an Improvement Agreement with the City and the outlots will be developed in conformance with C-2 development standards and the terms of the Improvement Agreement. The applicant acknowledges and understands that approval of a Conditional Use Permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion. City Commission, as part of the approval process, has the right to modify regulations through the Conditional Use Permit process.

## Staff Recommendation

The Planning Advisory Board has the responsibility to review and make recommendations on subdivisions. The City Zoning Commission has the responsibility to review and make recommendations on Conditional Use Permits. As such, each of the two recommendations are to be considered and acted upon separately by each advisory body:

### Recommendation I:

The Planning Advisory Board recommends the City Commission approve the Amended Plat of Lot 1, Block 1, East Great Falls Retail Center Addition, situated in the NW ¼ of Section 15, Township 20 North, Range 4 East, P.M., City of Great Falls, Cascade County, Montana, the Findings of Fact and Conditions of Approval located in the staff report, and the accompanying preliminary plans.

### Conditions of Approval

1. The Amended Plat shall incorporate correction of any errors or omissions noted by staff, including provision of a notification clause to purchasers regarding soil conditions.
2. The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
3. The Easements, Covenants, Conditions, and Restrictions (ECCRs) that are recorded against the property shall address cross access and parking between the remainder of the parent lot (Lot 1-E) and the outlots (Lots 1-A, 1-B, 1-C, and 1-D) in compliance with the OCCGF.

### Recommendation II:

The Zoning Commission recommends the City Commission approve the large format retail store Conditional Use Permit application for Lot 1-E, Block 1, East Great Falls Retail Center Addition, situated in the NW ¼ of Section 15, Township 20 North, Range 4 East, P.M., City of Great Falls, Cascade County, Montana, the Findings of Fact and Conditions of Approval located in the staff report, and the accompanying preliminary plans.

### Conditions of Approval

1. The final engineering drawings, specifications and cost estimates for public improvements for the large format retail store shall be submitted to the City Public Works Department for review and approval.
2. The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
3. The proposed project shall be developed in accord with the preliminary plans on record.
4. An Improvement Agreement shall be entered into containing terms and conditions for the proposed development including, but not limited to the requirements set forth by Section 17.20.5.040(E) of the OCCGF:
  1. A provision that prevents the property owner from prohibiting or otherwise limiting, through contract or other legal device, the reuse of the building for retail or other legitimate purposes.
  2. A provision requiring long-term maintenance of the development if the building is vacated.
  3. A provision requiring the preparation of an adaptive reuse plan or a demolition plan acceptable to the City.
  4. Other provisions deemed necessary by the City to address the particular circumstances related to the project.

### **Next Steps**

1. The Planning Advisory Board/Zoning Commission recommendation will be presented to City Commission.
2. City Commission will approve or deny the Amended Plat and Conditional Use Permit.
3. If approved, the applicant will submit any required documents for review and then file the required documents with the Cascade County Clerk and Recorder's Office.

Exhibits

- A - Zoning Map (p. 3)
- B - Aerial Map (p.4)
- C - Application (p. 16)
- D - Neighborhood Council Minutes (p. 17-18)
- E - Conceptual Landscaping (p. 19)
- F - Anchor Store Building Elevations (p. 20)
- G - Fuel Station Elevations (p. 21)
- H - Proposed Monument Signage (p. 22)
- I - Proposed Retail Plan Set (starts on p. 23)
- J - Draft Improvement Agreement (starts on p. 37)

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Patty Cadwell, Neighborhood Council Coordinator  
Zell O. Cantrell, Galloway & Company, Inc., zellcantrell@gallowayus.com  
Ian S. Morrison, McCullough Hill Leary, PS, IMorrison@mhseattle.com  
Dana Huestis, Kyso Corporation, kysocorp@gmail.com  
Loren D. Smith, Kyso Corporation, 1500 51st Street South, Great Falls, MT 59405

# EXHIBIT C - APPLICATION

CITY OF GREAT FALLS  
PLANNING & COMMUNITY DEVELOPMENT DEPT.  
P.O. BOX 5021, GREAT FALLS, MT, 59403-5021  
406.455.8415 • WWW.GREATFALLSMT.NET

## DEVELOPMENT APPLICATION

East Great Falls Retail Center

Name of Project / Development:

Kyso Corporation - Dana Huestis & Loren D. Smith

Owner Name:

Kyso - 2901 Fourth Avenue North, Great Falls, MT 59401, Smith - 1500 51st Street South, Great Falls, MT 59405

Mailing Address:

Kyso - (406)899-4576, Smith - (406)727-3192

Phone:

Email:

Galloway & Company, Inc. - Zell O. Cantrell

Representative Name:

5300 DTC Parkway, Suite 100 Greenwood Village, CO 80111

Mailing Address:

303-770-8884

Phone:

zellcantrell@gallowayus.com

Email:

### PROPERTY DESCRIPTION / LOCATION:

<u>1</u>	<u>1</u>	<u>East Great Falls Retail Center</u>
Mark/Lot:	Section:	Township/Block: Range/Addition:

Not yet assigned

Street Address:

### ZONING:

### LAND USE:

<u>C-2 (General Commercial)</u>	<u>No Change</u>	<u>Vacant Agricultural</u>	<u>Retail Shopping Center</u>
Current:	Proposed:	Current:	Proposed:

I (We) the undersigned understand that the filing fee accompanying this application is not refundable. I (we) further understand that the fee pays for the cost of processing, and the fee does not constitute a payment for approval of the application. I (we) further understand that other fees may be applicable per City Ordinances.

I (We) also attest that the above information is true and correct to the best of my (our) knowledge.

Kyso Corporation By Dana Huestis, President 5 MARCH 2014  
Property Owner's Signature: Date:

[Signature] FEB. 13, 2014  
Representative's Signature: Date:

Submittal Date: \_\_\_\_\_

Application Number: \_\_\_\_\_

Paid (Official Use ONLY):

- Annexation: \$400
- Establish City Zoning: \$700
- Zoning Map Amendment: \$700
- Conditional Use Permit: \$700
- Planned Unit Development: \$700
- Subdivision Preliminary Plat: \$800
- Subdivision Minor Plat: \$600
- Subdivision Final Plat: \$300
- Amended Plat (6 or more lots): \$600
- Vacate Public Right of Way: \$200



## EXHIBIT D - NEIGHBORHOOD COUNCIL MINUTES

### NEIGHBORHOOD COUNCIL #5 & 4

Monday, April 28, 2014 – 7:00 pm

Mountain View School Cafeteria

**CALL TO ORDER:** The meeting was called to order by Council #5 Chairman Eric Ray with the Pledge of Allegiance at 7:00 pm

**ROLL CALL:** Present from Council #4: Sandra Guynn, Carrie Pursell, Dan Payne, Harold Wheeler, Judy Tankink; from Council #5: Eric Ray, Gloria Bedker, Mac McFadden, Marcia Anderson  
There were approximately 140 neighbors present.

### **NEW BUSINESS:**

Representatives from Galloway gave a presentation on the Proposed East Retail Development.

Ian Morrison, Seattle attorney: The area was annexed into the city in 2007 as a minor subdivision with four tenants and an anchor tenant. The Design Review Board approved the plan for the development. The identity of the anchor store is “premature to discuss at this time.”

Zell Cantrell, Galloway & Co, Inc. of Greenwood, Co. presented the plan:

47.75 acres for highway business compatible with Malmstrom, extension of 57<sup>th</sup> St south of 10<sup>th</sup> Ave So, and the extension of 13<sup>th</sup> Ave So to meet 57<sup>th</sup> St., connecting to the city water and sewer. 189,000 ft<sup>2</sup> anchor store, 740 ft<sup>2</sup> fuel kiosk, four other lots with access at 54<sup>th</sup> St and 57<sup>th</sup> St, with pedestrian access.

Christina Phillips, architect gave a general description and color of the anchor store along with landscaping and parking lots. The development is outside the continuum of the runway and is compatible with the military.

### **PETITIONS AND COMMUNICATIONS**

Brian Slavik spoke in favor of the project and is excited for the ground breaking, which will hopefully be this year.

Brett Doney says that it will serve the east end of town, that may bring restaurants, hotels. He asked that we let the city know what the people want.

Craig Raymond said that we hope to see this project all the way to the future

Other concerns from those present:

Drainage – will the storm sewers (city system) be enough for the runoff. There is a 36 in pipe that should handle all of the runoff.

Traffic constraints – there will be a traffic signal at 54<sup>th</sup> and 57<sup>th</sup> streets, hopefully with lower speed limits.

How will the new tenants be introduced to the city and neighbors? What kind of review process will there be?

How many jobs will there be? Are there binding requirements?

Was the Big R property considered?

When do you anticipate the announcement of the anchor store identity? (3<sup>rd</sup> quarter this year)

Will there be access to public transportation? (Bus pull out on 57<sup>th</sup> Street)

Will local contractors be used?

Why can't you tell us who it is?

Who owns it?

Will they start digging and then quit?

How much overhead for traffic? Are the size of the lanes sufficient? Will there be three lanes of traffic each way? (Studies say two lanes are enough)

## EXHIBIT D - NEIGHBORHOOD COUNCIL MINUTES CONT.

What are the sizes of the parking places?  
Will there wind breaks and dust control?  
Will there be bike lanes and pedestrian paths?

Sandra Guynn made a motion to recommend the city approve the conditional use permit required for the 189,453 ft<sup>2</sup> building that would house the development's anchor tenant. It was seconded by Gloria Bedker. It was unanimously approved.

### **ADJOURN**

The meeting was adjourned at 8:05 pm

Respectfully submitted,  
Marcia Anderson, Secretary

# EXHIBIT E - CONCEPTUAL LANDSCAPING







**City Sign Code Allowances**

- Wall Signs - A maximum of ten (10) percent of frontage building wall, excluding delivery areas and parapets, may be covered with wall signage.
- Freestanding signage - A maximum of three hundred (300) square feet is allowed per premise. One (1) freestanding sign of no more than 200 square feet is allowed per street frontage.

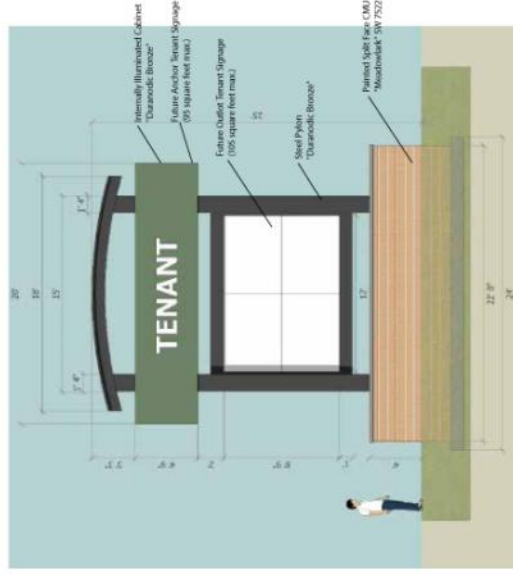
**Building Signage**

Sign	Qty.	Color	Illumination	Area (S.F.)	Total S.F.
Anchor Tenant	1	White	Internal	298.00	298.00
Entrance Sign	1	White	N/A	28.17	28.17
Entrance Sign	1	White	N/A	97.66	97.66
Building Sign A	1	White	N/A	77.17	77.17
Building Sign B	1	White	N/A	34.50	34.50
Building Sign C	1	White	N/A	31.47	31.47
Building Sign D	1	White	N/A	74.76	74.76
Building Sign E	2	White	N/A	39.80	79.60

**Total Anchor Building Signage 721.53**

**Site Signage**

Sign	Qty.	Color	Illumination	Area (S.F.)	Total S.F.
Anchor Tenant	2	T.B.D.	Internal	95.00	190.00
Future Tenant	8	T.B.D.	Internal	26.25	210.00
<b>Total Site Signage</b>					<b>400.00</b>



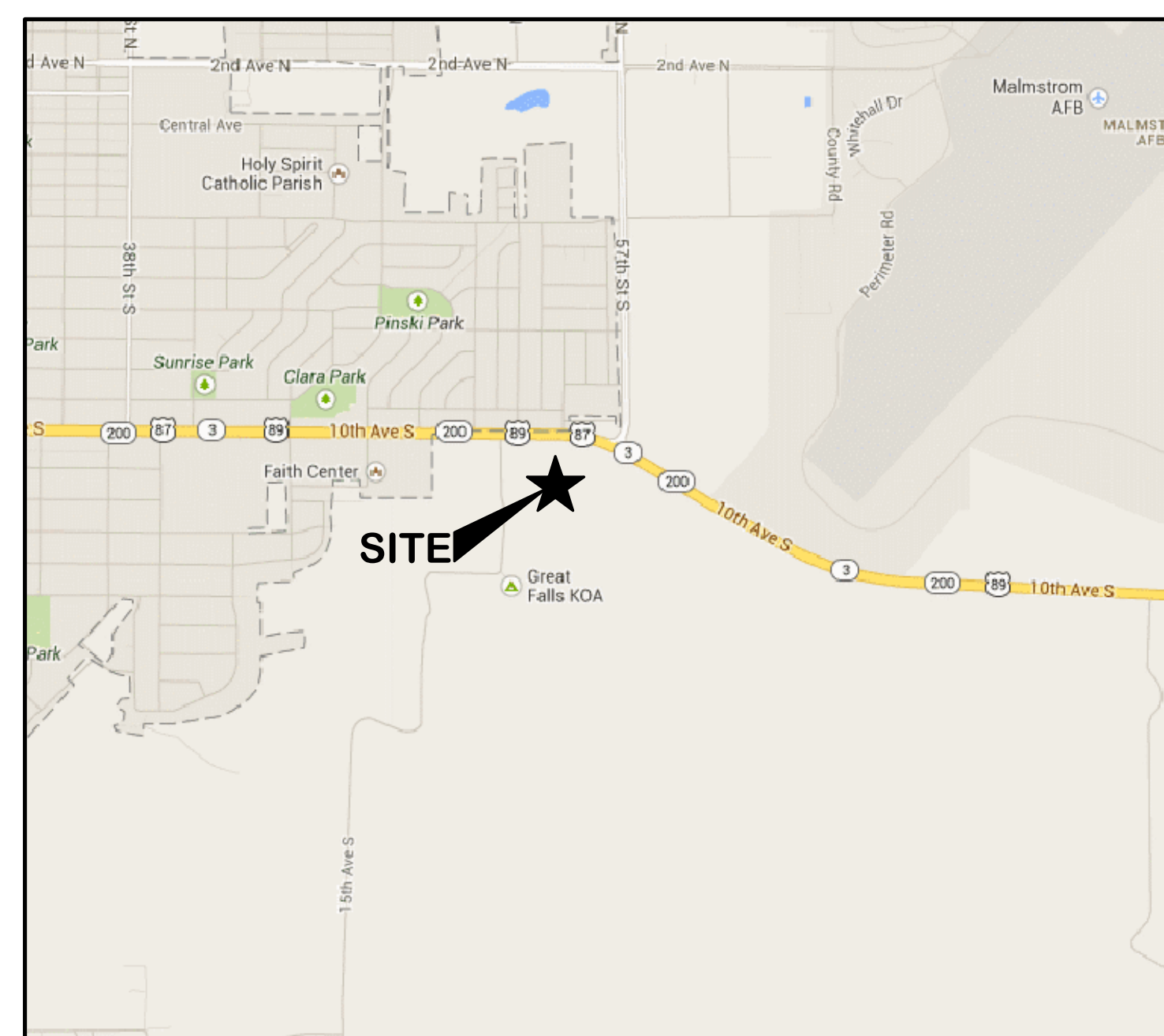
**Proposed Multi-Tenant Sign**

EXHIBIT I - PROPOSED RETAIL PLAN SET

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# PROPOSED RETAIL EAST GREAT FALLS RETAIL CENTER

## LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION GREAT FALLS, MT



VICINITY MAP  
NOT TO SCALE

### SHEET INDEX

SHEET NO.	SHEET NAME
1	COVER SHEET
1 OF 3	ALTA SURVEY
2 OF 3	ALTA SURVEY
3 OF 3	ALTA SURVEY
1 OF 2	SUBDIVISION PLAT
2 OF 2	SUBDIVISION PLAT
2	SITE PLAN
3	GRADING PLAN
4	UTILITY PLAN
5	PHOTOMETRIC PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE PLAN
8	LANDSCAPE PLAN
9	EROSION AND SEDIMENTATION CONTROL PLAN

### CONSULTANT CONTACT LIST:

#### ARCHITECT

BORA, INC.  
2106 PACIFIC AVENUE, SUITE 300  
TACOMA, WA 98402  
TEL: (253) 827-1367  
ATTN: KATHRYN JERKOVICH

#### ENGINEERING/PLANNING CONSULTANT

GALLOWAY AND COMPANY, INC.  
5300 27C PARKWAY, SUITE 100  
GREENWOOD VILLAGE, CO 80111  
TEL: (303) 770-8884  
FAX: (303) 770-3636  
ATTN: JIM ERWIN-SOBOGA

#### LANDSCAPE ARCHITECT

GALLOWAY AND COMPANY, INC.  
5300 27C PARKWAY, SUITE 100  
GREENWOOD VILLAGE, CO 80111  
TEL: (303) 770-8884  
FAX: (303) 770-3636  
ATTN: JOE L. MILSON, P.L.A., C.I.D., A.S.L.A.

#### SURVEYOR

BABB LAND SURVEYING, INC.  
622 ALICE DRIVE  
GREAT FALLS, MT 59405  
TEL: (406) 288-1188  
ATTN: STEPHEN D. BABB, P.L.S., C.F.S.

#### GEOTECHNICAL ENGINEER

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)  
1070 WEST 124TH AVE., SUITE 800  
WESTMINSTER, CO 80234  
TEL: (303) 424-8578  
ATTN: BEAU PEARL  
KEVIN C. MILLER, P.E.

#### ENVIRONMENTAL ENGINEER

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)  
1070 WEST 124TH AVE., SUITE 800  
WESTMINSTER, CO 80234  
TEL: (303) 424-8578  
ATTN: MICHELLE GATON, P.E.

### CITY CONTACT LIST:

#### PLANNING

CITY OF GREAT FALLS  
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT  
2 PARK DRIVE SOUTH, ROOM 112  
P.O. BOX 5221  
GREAT FALLS, MT 59403  
TEL: (406) 400-9429  
ATTN: GALEN AMY

#### ENGINEERING

CITY OF GREAT FALLS  
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION  
1225 25TH AVENUE NE  
GREAT FALLS, MT 59404  
TEL: (406) 771-1258  
ATTN: JIM YOUNG, P.E.

#### WATER & SANITARY

CITY OF GREAT FALLS  
PUBLIC WORKS DEPARTMENT - WATER/WASTEWATER  
1225 25TH AVENUE NE  
GREAT FALLS, MT 59404  
TEL: (406) 727-8390  
ATTN: MIKE JUDE

#### FIRE

GREAT FALLS FIRE RESCUE  
109 9TH STREET SOUTH  
GREAT FALLS, MT 59401  
TEL: (406) 727-8070  
ATTN: DREW JOHNSON

### GENERAL NOTES:

- THE SITEMARK FOR THIS PROJECT SHALL MEET OR EXCEED THE STANDARD SITEMARK SPECIFICATIONS.
- ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
- ENERGY WEST FIELD ENGINEER TO DETERMINE THE FINAL LOCATION FOR ALL GAS LINES.
- NORTH-WESTERN ENERGY FIELD ENGINEER TO DETERMINE THE FINAL LOCATION OF ELECTRIC LINES.
- ENTIRE INSTALLATION SHALL MEET ALL APPLICABLE CODES.
- VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE.
- SET PROPERTY CORNER PINS IN CONCRETE. IF PROPERTY CORNERS ARE DESTROYED BY CONTRACTOR, THE CONTRACTOR SHALL BEAR THE EXPENSE OF RELOCATING CORNERS BY A REGISTERED SURVEYOR.
- GENERAL CONTRACTOR TO PERFORM GENERAL YARD AND BUILDING CLEAN-UP AT COMPLETION OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT INFORMATION ON A SET OF RECORD DRAWINGS KEPT ON THE CONSTRUCTION SITE, AND AVAILABLE TO THE CITY, ITS AGENTS, OWNER OR ENGINEER AT ALL TIMES. DIMENSIONS SHALL BE ANNOTATED ON AS-BUILT RECORD DRAWINGS. AS-BUILT DRAWINGS ARE REQUIRED PRIOR TO ISSUANCE OF FINAL PAYMENT, AS BUILT DRAWINGS WILL BE SUPPLIED TO OWNER AND COUNTY PRIOR TO FINAL PAYMENT.
- CONTRACTOR RESPONSIBLE FOR ALL WORK NECESSARY FOR FINAL ACCEPTANCE OF WORK FROM CITY, UTILITY DISTRICTS OR ANY OTHER GOVERNING AGENCY, INCLUDING BUT NOT LIMITED TO AS-BUILT DRAWINGS, INSPECTIONS, TESTING REPORTS AND CERTIFICATIONS.
- THE GENERAL CONTRACTOR'S SURVEYOR SHALL VERIFY ALL HORIZONTAL CONTROL DIMENSIONING PRIOR TO CONSTRUCTION STAKING. SURVEYOR MUST VERIFY ALL BENCHMARKS, BASIS OF BEARING AND DATUM INFORMATION TO ENSURE IMPROVEMENTS WILL BE AT THE SAME HORIZONTAL AND VERTICAL LOCATIONS SHOWN ON THE DESIGN CONSTRUCTION DRAWINGS. PRIOR TO CONSTRUCTION STAKING ANY DISCREPANCY MUST BE REPORTED TO OWNER AND ENGINEER PRIOR TO CONTINUATION OF ANY FURTHER STAKING OR CONSTRUCTION WORK.
- CONTRACTOR TO PROVIDE ALL EQUIPMENT AND PERSONNEL REQUIRED FOR FINAL APPROVAL OF ALL FACILITIES BY OWNER'S REPRESENTATIVE.
- NO WORK IS TO BEGON UNTIL ALL PERMITS HAVE BEEN OBTAINED. CONTRACTOR SHALL SEND COPIES OF PERMITS TO THE ENGINEER OF RECORD.
- FINAL GRADES ARE SUBJECT TO MINOR CHANGE BY OWNER REPRESENTATIVE. NO GRADE CHANGES IN EXCESS OF 0.05' WITHOUT OWNER APPROVAL.
- ALL SPOT GRADES SHOWN ARE TO FLOWLINE UNLESS OTHERWISE NOTED.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR MINIMIZING DEPOSITION OF ON-SITE SEDIMENTS ONTO SURROUNDING PUBLIC STREETS DURING CONSTRUCTION. REFER TO EROSION CONTROL PLANS AND DETAILS FOR INFORMATION.
- GENERAL CONTRACTOR TO PROVIDE BARRICADE PROTECTION WITH FLASHING LIGHTS AROUND ALL FOOTINGS, EXCAVATIONS AND ALL OFFSITE WORK.
- PROPOSED FLOWLINE ELEVATIONS DO NOT TAKE INTO ACCOUNT GUTTER DEPRESSIONS AT INLETS.
- ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
- CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE OR AS REQUIRED BY UTILITY PROVIDER.
- SANITARY SEWER PIPE SHALL BE AS INDICATED ON THE SANITARY SEWER PLANS.
- WATER LINES SHALL BE AS INDICATED ON THE WATER PLANS.
- MINIMUM TRENCH WIDTH SHALL BE IN ACCORDANCE WITH CITY OF GREAT FALLS CONSTRUCTION STANDARDS.
- ALL WATER JOINTS ARE TO BE IN ACCORDANCE WITH CITY OF GREAT FALLS CONSTRUCTION STANDARDS.
- ALL UTILITIES SHOULD BE KEPT TEN (10') APART (PARALLEL) MIN. OR WHEN CROSSING 18" VERTICAL CLEARANCE MIN. (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE) UNLESS OTHERWISE INDICATED ON THE PLANS AND IN THE CITY OF GREAT FALLS CONSTRUCTION STANDARDS.
- CONTRACTOR SHALL MAINTAIN A MINIMUM OF 6'-6" COVER ON ALL WATERLINES IN ACCORDANCE WITH CITY OF GREAT FALLS CONSTRUCTION STANDARDS.
- UNDERGROUND UTILITIES SHALL BE INSTALLED, INSPECTED AND APPROVED BY THE RESPECTIVE UTILITY COMPANY BEFORE BACKFILLING.
- TOPS OF EXISTING MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH PROPOSED PAVEMENT ELEVATIONS, AND TO BE ONE FOOT ABOVE FINISHED GROUND ELEVATIONS WITH WATER TIGHT LIDS.
- EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
- REFER TO INTERIOR PLUMBING DRAWINGS FOR TIE-IN OF ALL UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE SPECIFICATIONS OF THE CITY OF GREAT FALLS WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
- CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES. THIS AND THE FINAL CONNECTIONS OF SERVICE SHALL BE COMPLETED 30 DAYS PRIOR TO STORE POSSESSION.
- CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
- REFER TO BUILDING PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
- THE CONTRACTOR SHALL PROVIDE THE ENGINEER OF RECORD WITH "AS-BUILT" DRAWINGS OF THE IMPROVEMENTS AS CONSTRUCTED IN ELECTRONIC FORMAT NO LATER THAN 15 DAYS AFTER GRAND OPENING OF THE STORE. THE "AS-BUILT" CONDITIONS SHALL BE SURVEYED BY A LICENSED SURVEYOR. THE "AS-BUILT" SURVEY SHOULD BE COMPLETED AS CONSTRUCTION PROGRESSES.

### CAUTION - NOTICE TO CONTRACTOR

- ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
- WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

# COVER SHEET

REVISIONS	BY

**Galloway**  
Planning, Architecture, Engineering  
6162 S. Wilcox Drive, Suite 320  
Greenwood Village, CO 80111  
TEL: (303) 770-8884 F  
303.770.8838 F  
www.gallowayinc.com

PROPOSED RETAIL  
SWC 10TH AVENUE SOUTH & 57TH STREET SOUTH  
GREAT FALLS, MONTANA

PROPOSED RETAIL  
SWC 10TH AVENUE SOUTH & 57TH STREET SOUTH  
GREAT FALLS, MONTANA

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# ALTA / ACSM LAND TITLE SURVEY

## LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION

SITUATED IN THE NW 1/4 OF SECTION 15, T.20N., R.4E., P.M., CASCADE COUNTY, MONTANA, CITY OF GREAT FALLS

### LEGAL DESCRIPTION

LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION, AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY;

CONTAINING IN ALL 1,142,324 SQUARE FEET OR 26.224 ACRES, MORE OR LESS.

### SITE ADDRESS

THE CITY OF GREAT FALLS HAS NOT ASSIGNED AN ADDRESS TO THE SUBJECT PROPERTY. THE CITY OF GREAT FALLS DOES NOT ASSIGN ADDRESSES TO PROPERTY UNTIL SUCH TIME AS SAID PROPERTY IS DEVELOPED.

### FLOOD ZONE

THE ENTIRETY OF THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "D" WHICH IS DEFINED AS "AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE".  
SOURCE: FLOOD INSURANCE RATE MAP (FIRM) #30013C0626E & #30013C0627E WITH EFFECTIVE DATES OF MARCH 19, 2013, FOR COMMUNITY #300010.

### BENCHMARKS & VERTICAL DATUM

ORIGINATING BENCHMARK #1:  
NGS DESIGNATION "C 535", PID SS1363  
DESCRIPTION: STAINLESS STEEL ROD W/O SLEEVE DRIVEN TO REFUSAL, (10'+) IN A MONUMENT BOX STAMPED "C 535", NEAR MALMSTROM AIR FORCE BASE AT LATITUDE N47°29'15.24660", LONGITUDE W111°10'39.32169" (NAD83)  
PUBLISHED ELEVATION: 3479.79 (NAVD 88)  
ELEVATION FROM M.A.F.B. ADJUSTED CONTROL NETWORK (2002): 3479.831

ORIGINATING BENCHMARK #2:  
NGS DESIGNATION "A 535", PID SS1360  
DESCRIPTION: STAINLESS STEEL ROD W/O SLEEVE DRIVEN TO REFUSAL, (10'+) IN A MONUMENT BOX STAMPED "A 535", NE OF MALMSTROM AIR FORCE BASE AT LATITUDE N47°30'06.44349", LONGITUDE W111°08'35.61505" (NAD83)  
PUBLISHED ELEVATION: 3433.13 (NAVD 88)  
ELEVATION FROM M.A.F.B. ADJUSTED CONTROL NETWORK (2002): 3433.136

SITE BENCHMARK #1:  
TOP OF THE HEAD OF A 300d GALVANIZED SPIKE, 6" LONG, DRIVEN 5" INTO THE EAST SIDE OF A POWER POLE DESIGNATED #A-25, APPROXIMATELY 1.5' ABOVE THE GROUND AT LATITUDE N47°29'31.71655", LONGITUDE W111°13'14.13545" (NAD 83)  
ELEVATION: 3498.24 (NAVD 88)

SITE BENCHMARK #2:  
4" X 4" PAINTED TARGET ON THE SOUTHWEST SIDE OF A CONCRETE FOUNDATION UNDER MDOT STREET LIGHT POLE #40. CONCRETE IS FLUSH WITH THE SURROUNDING SURFACE. MARK IS AT LATITUDE N47°29'36.40525", LONGITUDE W111°12'59.69845"  
ELEVATION: 3496.10 (NAVD 88)

### ZONING INFORMATION

SUBJECT PROPERTY CURRENT ZONING CLASSIFICATION:  
C-2 (GENERAL COMMERCIAL)

C-2 PRINCIPAL & ACCESSORY BUILDING SETBACK REQUIREMENTS:

FRONT: NONE  
SIDE: 10 FEET EACH SIDE  
REAR: 1/10 OF LOT DEPTH (SUBJECT LOT: 120.1') BUT NOT LESS THAN 1/10 OF BUILDING HEIGHT

C-2 BUILDING HEIGHT RESTRICTIONS:

PRINCIPAL BUILDING: 65 FEET  
ACCESSORY BUILDINGS: 24 FEET, BUT MAY NOT BE HIGHER THAN THE UPPERMOST ELEVATION OF THE PRINCIPAL BUILDING

C-2 MAXIMUM LOT COVERAGE OF PRINCIPAL AND ACCESSORY BUILDINGS:

CORNER LOT: 70% (SUBJECT LOT: 799,626 SQUARE FEET)  
OTHER LOTS: 60%

NOTE #1: THE SOURCE OF THIS INFORMATION IS "TITLE 17 - LAND DEVELOPMENT CODE" FROM THE CITY OF GREAT FALLS AS PUBLISHED ON THE CITY OF GREAT FALLS COMMUNITY DEVELOPMENT WEB SITE ON SEPTEMBER 7, 2013. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR REQUIREMENTS SPECIFIC TO THIS SITE NOT INDICATED HEREON. FOR PLANNING AND DEVELOPMENT PURPOSES, INQUIRIES REGARDING ADDITIONAL RESTRICTIONS AND/OR REQUIREMENTS CAN BE MADE TO THE CITY OF GREAT FALLS, COMMUNITY DEVELOPMENT DEPARTMENT AT (406) 455-8430.

NOTE #2: AN ANNEXATION AGREEMENT FOR THE EAST GREAT FALLS RETAIL CENTER ADDITION WAS RECORDED AS DOCUMENT R0154795 ON JULY 20, 2007. THIS AGREEMENT CONTAINS MULTIPLE REQUIREMENTS AND CONDITIONS FOR DEVELOPMENT OF THE SUBJECT PROPERTY.

### BASIS OF BEARINGS & HORIZONTAL DATUM

WEST LINE SECTION 15 FROM THE "EAST GREAT FALLS RETAIL CENTER ADDITION TO THE CITY OF GREAT FALLS", (N01°01'22"W) BASED ON TRUE NORTH FROM GPS OBSERVATIONS AND GEODETIC POSITIONING FROM MALMSTROM GPS CONTROL & CALIBRATION NETWORK WITH A BASE POINT AT LATITUDE N47°30'06.029858" & LONGITUDE W111°15'58.84171" (NAD83). ALL BEARINGS SHOWN ON THIS SURVEY ARE TRANSVERSE MERCATOR PROJECTION GRID BEARINGS FROM A RANDOM X, Y COORDINATE SYSTEM PROJECTED NEAR THE CENTER OF THIS SITE.

### UTILITIES INFORMATION

A TELEPHONED UTILITY LOCATE REQUEST WAS MADE SEPTEMBER 9, 2013 AT 2:56 P.M. (TICKET NO. 13077605)

AN INTERNET UTILITY LOCATE REQUEST WAS FILED SEPTEMBER 9, 2013 AT 1:35 P.M. (TICKET NO. 13077641)

TELE-COMMUNICATIONS / FIBER OPTIC CABLE:

BRESNAN (OPTIMUM) COMMUNICATIONS, 2910 10TH AVE. S., GREAT FALLS, MT 59405, PHONE: (406) 866-0308  
SOURCE OF FIBER OPTIC CABLE LOCATION SHOWN ON DRAWING: SURFACE MARKINGS BY OPTIMUM EMPLOYEE  
TYPICAL CABLE DEPTH: 2-3 FEET (VERBAL)  
CABLE INFORMATION: 48 COUNT (VERBAL)  
NOTE: PRESENTLY INACTIVE (VERBAL)

6" STEEL MULTI-PRODUCT HYDRO-CARBON PIPELINE (ALONG THE WEST PROPERTY LINE):

PHILLIPS 66 PIPELINE, LLC, PETROLEUM PRODUCTS TERMINAL, 1401 52ND ST. N., GREAT FALLS, MT. 59405  
CONTACT: JM, PHONE: CELL (406) 788-1560, OFFICE (406) 452-0801 EXT. 2  
SOURCE OF PIPELINE LOCATION SHOWN ON DRAWING: PERMANENT WARNING MARKERS/SIGNS ALONG PIPELINE  
TYPICAL PIPELINE DEPTH: 6.5-7 FEET (VERBAL)  
PIPELINE INFORMATION: 6" STEEL, MULTI-PRODUCT, 1400 LBS PRESSURE (VERBAL)

GAS:

ENERGY WEST-GREAT FALLS, 1 FIRST AVE. S., GREAT FALLS, MT. 59401, PHONE: (406) 217-4247  
SOURCE OF GAS LINE LOCATIONS SHOWN ON DRAWING: SURFACE MARKS LEFT BY ENERGY WEST EMPLOYEE  
GAS LINE ALONG THE SOUTH RIGHT-OF-WAY OF U.S. 87 & 89:  
TYPICAL PIPELINE DEPTH: 3-4 FEET (VERBAL)  
PIPELINE INFORMATION: 4 OR 6 INCH, NOT SURE WHICH, 60 LB PRESSURE, PIPELINE SERVING FOOTHILLS SUBDIVISION (VERBAL)  
GAS LINE ALONG THE WEST PROPERTY LINE:  
TYPICAL PIPELINE DEPTH: UNKNOWN  
PIPELINE INFORMATION: 1 INCH, HIGH PRESSURE (VERBAL)

ELECTRIC, OVERHEAD & UNDERGROUND, EXCEPT STREET LIGHTS:

NORTHWEST ENERGY, GREAT FALLS, MT. 59401, PHONE: (406) 728-9343  
UNDERGROUND LINE FROM POLE TO BILLBOARD:  
LOCATION SHOWN ON DRAWING IS ASSUMED STRAIGHT, NO MARKS LEFT BY LOCATE CONTRACTOR  
480 VOLT, SINGLE PHASE, DEPTH UNKNOWN (VERBAL)  
UNDERGROUND LINE ALONG THE SOUTH RIGHT-OF-WAY OF US 87 & 89:  
LOCATION SHOWN ON DRAWING FROM SURFACE MARKS LEFT BY UTILITY LOCATE CONTRACTOR  
12484 VOLT, 3 PHASE, TYPICAL DEPTH 3', SERVING FOOTHILLS SUBDIVISION DEVELOPMENT (VERBAL)  
OVERHEAD LINE ENTERING PROPERTY FROM THE WEST APPROXIMATELY 500 FEET SOUTH OF US 87 & 89:  
7200 VOLT PRIMARY (VERBAL)  
UNDERGROUND SERVICE LINES ALONG THE WEST PROPERTY LINE, SERVING PIERCE HOMES:  
VOLTAGE AND BURY DEPTH UNKNOWN  
SOURCE OF LOCATIONS SHOWN ON DRAWING: SURFACE METER BOXES AND EVIDENCE OF SURFACE TRENCH SCARS  
NOTE: NOT MARKED BY UNDERGROUND UTILITY LOCATE CONTRACTOR, ACTUAL LOCATIONS MAY VARY

ELECTRIC - STREET LIGHTS ALONG US 87 & 89:

MONTANA DEPARTMENT OF TRANSPORTATION- GREAT FALLS DISTRICT, PO BOX 1359, GREAT FALLS, MT. 59403-1359,  
PHONE: (406) 454-5880  
OVERHEAD & UNDERGROUND: 480 VOLT, 3 PHASE  
SOURCE OF UNDERGROUND LINE SHOWN ON DRAWING: SURFACE MARKS LEFT BY M.D.O.T.  
SOURCE OF LINE INFORMATION: UTILITY LOCATE CONTRACTOR (VERBAL)

WATER, SANITARY SEWER, STORM SEWER:

CITY OF GREAT FALLS PUBLIC WORKS, 1025 25TH AVE. NE., GREAT FALLS, MT. 59404, PHONE: 727-8390, ENGINEERING: 771-1258  
SOURCE OF LINE INFORMATION: MAPS FROM PUBLIC WORKS  
SOURCE OF LINE LOCATIONS SHOWN ON DRAWING: SURFACE INDICATIONS (MANHOLE, INLET, VALVES & HYDRANTS)

OTHER UTILITIES CONTACTED BY THE UNDERGROUND UTILITY LOCATE SERVICE:

QIN-QUEST LOCAL NETWORK: PHONE (406) 728-9343  
NOTE: NO INDICATIONS OF UNDERGROUND COMMUNICATIONS LINES WERE MARKED, OTHER THAN THE FIBER OPTIC CABLE SHOWN ON THE DRAWING.

SURVEYOR'S UNDERGROUND UTILITY NOTES:

1. THE LOCATIONS OF THE UNDERGROUND UTILITIES DEPICTED ON THIS SURVEY HAVE BEEN SHOWN FROM ABOVE GROUND EVIDENCE AND SURFACE MARKS PHYSICALLY MEASURED BY SURVEY METHODS. THE SURFACE MARKS WERE MADE BY UNDERGROUND UTILITY LOCATE SERVICE CONTRACTOR(S), UTILITY COMPANY AND HIGHWAY DEPARTMENT REPRESENTATIVES, PURSUANT TO THE REQUESTS FOR LOCATION TICKETS IDENTIFIED ABOVE. THE SURVEYOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, THAT THE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY COMPRISE ALL IN THE AREA, EITHER IN SERVICE OR ABANDONED; OR THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION(S) SHOWN. THE SURVEYOR HAS CAREFULLY LOCATED THE SURFACE EVIDENCE AND CAREFULLY DRAFTED THE LOCATIONS FROM THIS EVIDENCE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

2. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF INFORMATION PROVIDED OR MARKS PLACED BY THE UNDERGROUND UTILITY LOCATE SERVICE OR THE PRIVATE AND PUBLIC UTILITY OWNER(S) AND PROVIDER(S). FOR FINAL LOCATION OF EXISTING UNDERGROUND UTILITIES IN AREAS CRITICAL TO DESIGN AND/OR AVOIDANCE FOR SAFETY PURPOSES, CONTACT THE OWNER/AGENCY OF THE RESPECTIVE UNDERGROUND UTILITY. BEFORE UNDERTAKING ANY UNDERGROUND EXCAVATION, DRILLING OR SURFACE DISTURBANCE, CALL THE UNDERGROUND UTILITY LOCATE SERVICE AT 1-(800) 424-5555, OR IN MONTANA CALL 811.

3. THE SURVEYOR HAS BEEN INFORMED THAT A PORTION OF THE SUBJECT PROPERTY, ONCE CONTAINED A TRAILER PARK OR SIMILAR DEVELOPMENT. THERE ARE SOME SURFACE INDICATIONS OF ABANDONED UTILITIES AND STRUCTURES SHOWN ON THIS SURVEY. THERE MAY BE OTHER UTILITIES, ABANDONED OR IN SERVICE, ALONG WITH OTHER DEBRIS UNDER THE SURFACE IN THIS AREA. NO MARKINGS FOR UTILITIES IN SERVICE WERE INDICATED IN THIS AREA IN CONJUNCTION WITH UNDERGROUND UTILITY LOCATE REQUEST.

### SURVEYOR'S CERTIFICATE

I, STEPHEN D. BABB, PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF MONTANA, AND CERTIFIED FEDERAL SURVEYOR, DO HEREBY CERTIFY TO THE FOLLOWING:

GALLOWAY & COMPANY, INC.,  
STEWART TITLE GUARANTY COMPANY  
XXXXXXXXXXXXXXXXXX CO., INC.

THEIR SUCCESSORS AND ASSIGNS, THAT:  
THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-6, 7(a), 7(b), 7(c), 8, 9, 10(a), 11(b), 13, 14, 16-19, 20(a) AND 21 OF "TABLE A" THEREOF.

DATE OF PLAT OR MAP:

### PRELIMINARY

THIS SURVEY AND PLAT ARE VALID ONLY IF THE PRINT HAS THE ORIGINAL SEAL AND SIGNATURE OF THE LAND SURVEYOR.

STEPHEN D. BABB, PROFESSIONAL LAND SURVEYOR, REGISTRATION #116995, MONTANA  
CERTIFIED FEDERAL SURVEYOR (CFedS) #1355

### SCHEDULE "B" PART II ITEMS

THREE TITLE REPORTS BY STEWART TITLE GUARANTY COMPANY WERE PROVIDED TO THE SURVEYOR FOR THE SUBJECT PROPERTY. THESE TITLE REPORTS ARE FILE NO. 01220-1573, 01220-1575 & 01220-1576 WITH EFFECTIVE DATES OF JULY 29, 2013 AT 8:00 A.M.. SCHEDULE "B" PART II LISTED BELOW ARE FROM THESE TITLE REPORTS.

ITEMS 1 & 2: ARE NOT SURVEY MATTERS.

ITEM 3: "ANY FACTS, RIGHTS, INTEREST OR CLAIMS WHICH ARE NOT SHOWN BY PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF." AN INSPECTION OF THE LAND HAS BEEN MADE BY THE SURVEYOR, THE RESULTS OF WHICH ARE PLOTTED AND SHOWN OR NOTED HEREON. NO INQUIRY OF PERSONS IN POSSESSION OF THE SUBJECT PROPERTY HAVE BEEN MADE BY THE SURVEYOR. THE SURVEYOR HAS NO KNOWLEDGE OF ANY UNRECORDED FACTS, RIGHTS, INTEREST OR CLAIMS WHICH AFFECT THE SUBJECT PROPERTY, HOWEVER, MAKES NO CLAIM THAT NONE EXIST.

ITEM 4: "EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS" THE SURVEYOR HAS NO KNOWLEDGE OF ANY UNRECORDED EASEMENTS THAT MAY AFFECT THE SUBJECT PROPERTY, HOWEVER, MAKES NO CLAIM THAT NONE EXIST. LIENS AND ENCUMBRANCES ARE NOT SURVEY MATTERS.

ITEM 5: ENCROACHMENTS OR POSSIBLE ENCROACHMENTS ARE SHOWN AND NOTED ON THE ACCOMPANYING SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE OTHER ITEMS LISTED, "ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCES" ARE NOT SURVEY MATTERS.

ITEMS 6-8: ARE NOT SURVEY MATTERS.

ITEM 9: "COUNTY ROAD RIGHTS-OF-WAY, NOT RECORDED AND INDEXED AS A CONVEYANCE OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER PURSUANT TO TITLE 70, CHAPTER 21, M.C.A., INCLUDING, BUT NOT LIMITED TO ANY RIGHT OF THE PUBLIC AND THE COUNTY OF CASCADE TO USE AND OCCUPY THOSE CERTAIN ROADS AND TRAILS." THE SURVEYOR HAS NO KNOWLEDGE OF ANY "ROAD RIGHTS-OF-WAY NOT RECORDED AND INDEXED AS A CONVEYANCE OF RECORD.", HOWEVER, MAKES NO CLAIM THAT NONE EXIST.

ITEMS 10 & 11: ARE NOT SURVEY MATTERS.

ITEM 12: NOTES, EASEMENTS, ADDITIONS, RESTRICTIONS, CONDITIONS, RESERVATIONS AND COVENANTS, IF ANY, AS MAY BE DISCLOSED OR DELINEATED ON THE OFFICIAL PLAT OR SURVEY THEREOF, DOES, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AFFECT THE SUBJECT PROPERTY, AND HAVE BEEN PLOTTED OR NOTED HEREON.

ITEM 13: IS NOT A SURVEY MATTER.

ITEM 14: RIGHT OF WAY EASEMENT RECORDED SEPTEMBER 29, 1960 IN VOLUME 304 OF DEEDS, PAGE 491, AFFECTS THE SUBJECT PROPERTY AND IS PLATTED AND/OR NOTED HEREON.

ITEM 15-24: RIGHT OF WAY EASEMENTS RECORDED DECEMBER 5, 1960 IN VOLUME 307 OF DEEDS, PAGES 77, 79, 81, 83, 85, 87, 89, 91, 93 AND 95, AFFECT THE SUBJECT PROPERTY AND ARE PLATTED AND/OR NOTED HEREON.

ITEM 25: CONDITIONS IMPOSED BY THE STATE OF MONTANA, DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES IN CERTIFICATE OF SUBDIVISION PLAT APPROVAL FILED FEBRUARY 13, 1980, UNDER FILE NO. 6452 OF MISCELLANEOUS. THIS ITEM AFFECTS PORTIONS OF THE SUBJECT PROPERTY TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THE BOUNDARY OF THE PARCEL AFFECTED IS PLOTTED AND SHOWN HEREON, AND SAID DOCUMENT CONTAINS THE FOLLOWING CONDITIONS:  
a. THAT THE PARCEL SIZE AS INDICATED ON THE CERTIFICATE OF SURVEY...WILL NOT BE FURTHER ALTERED WITHOUT APPROVAL, AND  
b. THAT THE PARCEL SHALL BE USED FOR DRY STORAGE, AND  
c. THAT NO STRUCTURES OR FACILITIES WILL BE ERRECTED THAT REQUIRE WATER OR SEWAGE SERVICES  
d. THE DEVELOPER SHALL PROVIDE THE PURCHASER OF PROPERTY WITH A COPY OF THE CERTIFICATE OF SURVEY AND A COPY OF THIS DOCUMENT, AND  
e. THAT INSTRUMENTS OF TRANSFER FOR THIS PROPERTY SHALL CONTAIN REFERENCE TO THESE CONDITIONS; AND  
f. THAT THE DEPARTURE FROM ANY CRITERIA SET FORTH IN THE APPROVED PLANS AND SPECIFICATIONS AND ARM 16-2-.14(10)-S14340 WHEN ERRECTING A STRUCTURE AND APPURTENANT FACILITIES IN SAID SUBDIVISION WITHOUT DEPARTMENT APPROVAL IS GROUNDS FOR INJUNCTION BY THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES.

ITEM 26: ANNEXATION AGREEMENT FOR EAST GREAT FALLS RETAIL CENTER ADDITION RECORDED JULY 30, 2007, AS DOCUMENT NO. R0154795, IS NOT A SURVEY MATTER.

### ENCROACHMENTS

THE FOLLOWING IS A LIST OF ENCROACHMENTS OR POSSIBLE ENCROACHMENTS, EITHER BY THE PROTRUSION OF AN IMPROVEMENT ACROSS THE PROPERTY LINE, OR BY LACK OF AN EASEMENT OR RIGHT-OF-WAY IDENTIFIED IN THE TITLE REPORTS ABOVE.

- UNDERGROUND GAS AND UNDERGROUND ELECTRIC LINES SERVING THE ADJACENT TENANT (PIERCE HOMES) NEAR THE NORTHWEST CORNER OF THE PROPERTY.
- A DETERIORATED ASPHALT PARKING LOT, CURRENTLY BEING OCCASIONALLY USED BY THE PUBLIC FOR TEMPORARY PARKING.
- A BILLBOARD SIGN & UNDERGROUND ELECTRIC SERVICE LINE. THESE IMPROVEMENTS ARE OWNED BY ONE OF THE CURRENT PROPERTY OWNERS, LOREN SMITH.
- AERIAL ELECTRIC LINES, POLES AND DOWN GUYS. THIS POSSIBLE ENCROACHMENT IS IDENTIFIED DUE TO THE FACT THAT NO EASEMENT FOR THESE IMPROVEMENTS IS IDENTIFIED IN THE CURRENT TITLE REPORT.
- NEWLY CONSTRUCTED RAISED GRAVEL DRIVEWAY OR ROAD PROVIDING ACCESS TO AN R.V. CAMPGROUND OWNED BY LOREN SMITH. THERE MAY ALSO BE PRIVATE UNDERGROUND UTILITIES SERVING THE CAMPGROUND IN THIS AREA.

### RECORD SOURCES

- (R1) C/S #394 (JUNE, 1974) L. TURNBULL  
(R2) C/S #950 (FEB, 1978) D. HENEN  
(R3) C/S #1311 (MAY, 1979) D. HENEN  
(R4) C/S #1310 & #1446 (MAY & JUNE, 1979) D. HENEN  
(R5) C/S #2449 (OCT., 1989) D. HENEN  
(R6) 3RD SUPPLEMENT TO SUNRISE TERRACE ADDN. (1963) H.F. GARSKE  
(R7) 2ND SUPPLEMENT TO SUNRISE TERRACE ADDN.  
(R8) C/S #2053 (NOV., 1985) D. HENEN  
(R9) C/S #2069 (FEB., 1986) L. FONTANA  
(R10) BERKNER TRACT  
(H1) M.D.O.T. R/W PLANS FOR PROJECT 64-A & BK. 190, PG. 529 & 489  
M.D.O.T. R/W PLANS FOR PROJECT 277-A & BK. 100, PG. 549 AND  
M.D.O.T. R/W PLANS FOR PROJECT 277-B & BK. 190, PG. 529  
(H2) M.D.O.T. R/W PLANS FOR PROJECT F-277(3) & BK. 190, PG. 623  
(H3) M.D.O.T. R/W PLANS FOR PROJECT F-180(4)  
(H5) M.D.O.T. R/W PLANS FOR PROJECT F-60-2(18)B1 & REEL 197, DOC. 484 & REEL 198, DOC. 545  
(H5,AB) AS-BUILT R/W PLANS FOR H5

### LEGEND

- ⊗ FOUND 5/8" REBAR, 24" LONG, WITH 1-3/4" PLASTIC CAP STAMPED "STEPHEN D BABB PLS MT REC #11699" WITH 18" ORANGE PLASTIC MORASSE MONUMENT MARKER ATTACHED; MONUMENTS IN FARMED AREAS ARE BURIED 18"-24" DEEP.
- ⊙ FOUND 5/8" REBAR, WITH M.D.O.T. 2" ALUMINUM CAP
- FOUND M.D.O.T. REFERENCE MONUMENT, 5/8" REBAR OR 3/4" SMOOTH IRON BAR, UNLESS OTHERWISE NOTED
- ⊕ FOUND CENTERLINE MONUMENT IN MONUMENT BOX: 1" OR 2" BRASS CAP IN CONCRETE WITH PUNCH MARK
- POINT OF INTERSECTION; NO MONUMENT
- S.F. SQUARE FEET
- AC. ACRES
- STA. STATION
- R/W RIGHT-OF-WAY
- C/S CERTIFICATE OF SURVEY
- (R#) RECORD SOURCE OF DATA
- (M) MEASURED DATA PER THIS SURVEY
- FOC FIBER OPTIC CABLE
- UGE UNDERGROUND ELECTRIC
- OHE OVERHEAD ELECTRIC
- UG UNDERGROUND
- v VOLT
- phs PHASE
- HP HIGH PRESSURE
- ct COUNT
- ⊕ FIRE HYDRANT
- WATER VALVE
- ⊗ STREET LIGHT POLE (MDOT)
- ← UTILITY POLE WITH DOWN GUY
- ⊕ ELECTRIC TRANSFORMER / JUNCTION BOX
- ⊕ CATV / FIBER OPTIC LINE JUNCTION BOX
- ⊕ GAS RISER / GAS LINE WARNING SIGN
- ASPHALT PAVEMENT
- GAS — UNDERGROUND GAS LINE
- E --- UNDERGROUND ELECTRIC
- OHE — OVERHEAD ELECTRIC
- FOC — UNDERGROUND FIBER OPTIC CABLE
- TEL --- UNDERGROUND COMMUNICATION/TELEPHONE LINE
- 3494.0 --- EXISTING CONTOUR
- SUBJECT PROPERTY LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SCHEDULE "B" PART II, ITEM 25 "REMAINDER PARCEL" BOUNDARY PER FILE NO. 6452 OF MISCELLANEOUS
- HIGHWAY PAINTED STRIPE
- CONCRETE CURB 1' WIDE (HIGHWAY MEDIAN)

SHEET

1

OF

3

ALTA / ACSM LAND TITLE SURVEY

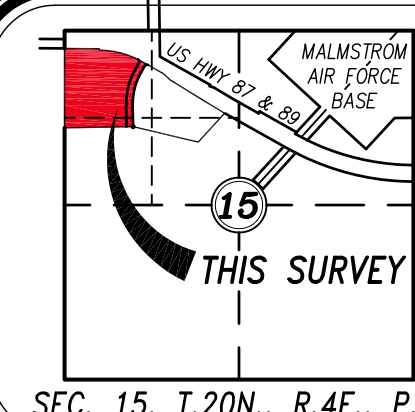
LOT 1, BLOCK 1,  
EAST GREAT FALLS RETAIL CENTER ADDITION  
SITUATED IN THE NW 1/4 OF SEC. 15, T.20N., R.4E., P.M.  
CASCADE COUNTY, MONTANA, CITY OF GREAT FALLS

DATE FEB. 21, 2014

JOB NO. 1315 XREF: 0540

SCALE 1"= 50'

DRAWN S. BABB



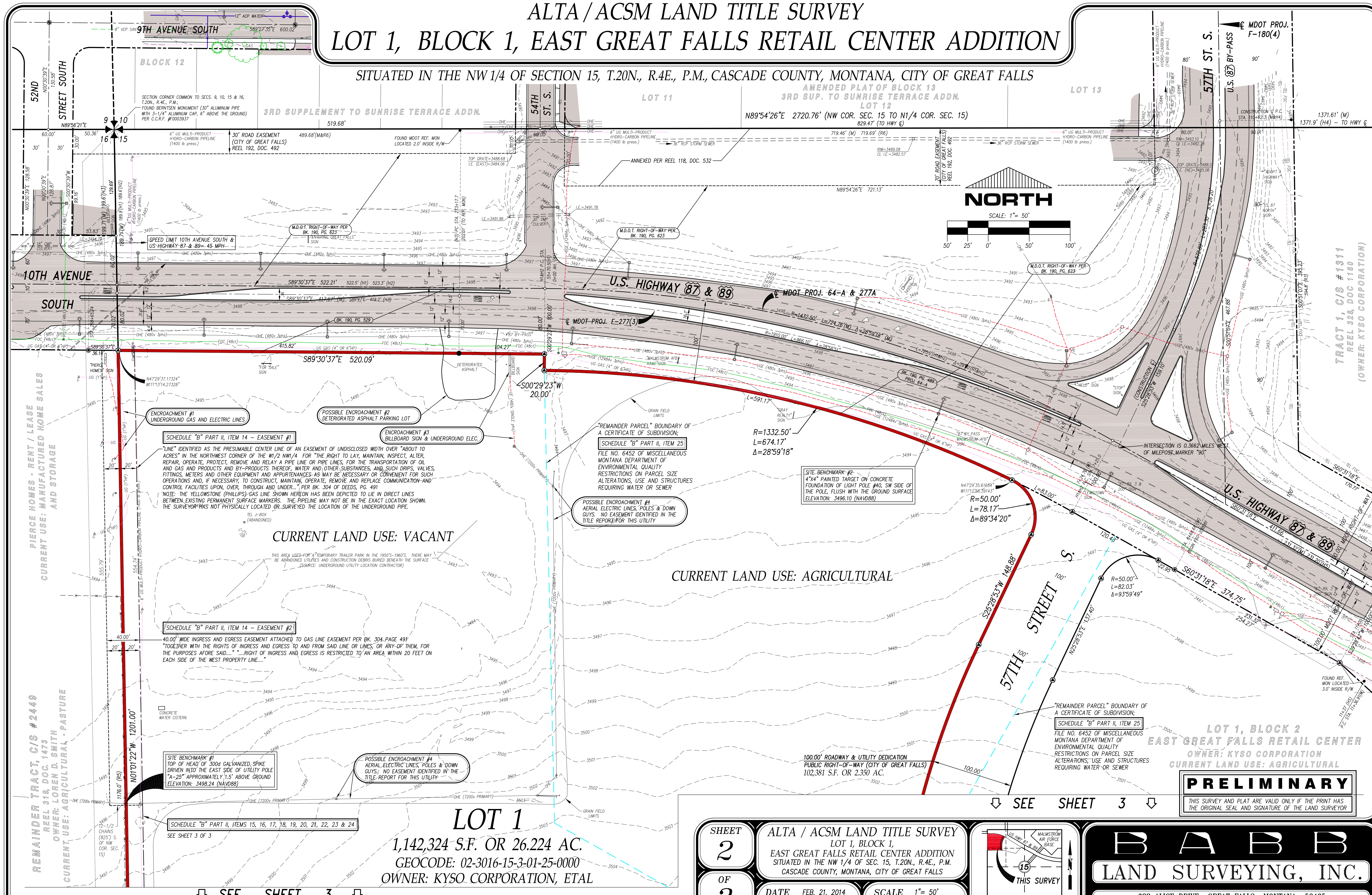
**B A B B**  
LAND SURVEYING, INC.

622 ALICE DRIVE GREAT FALLS MONTANA 59405  
(406) 268-1188 • (406) 268-1189 FAX • (406) 788-6896 CELL • EMAIL: BABBSURVEY@BRESNAN.NET

# ALTA / ACSM LAND TITLE SURVEY

## LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION

SITUATED IN THE NW 1/4 OF SECTION 15, T.20N., R.4E., P.M., CASCADE COUNTY, MONTANA, CITY OF GREAT FALLS



**LOT 1**  
 1,142,324 S.F. OR 26.224 AC.  
 GEOCODE: 02-3016-15-3-01-25-0000  
 OWNER: KYSO CORPORATION, ETAL

<b>SHEET</b> <b>2</b>	<b>ALTA / ACSM LAND TITLE SURVEY</b> LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION SITUATED IN THE NW 1/4 OF SEC. 15, T.20N., R.4E., P.M. CASCADE COUNTY, MONTANA, CITY OF GREAT FALLS
<b>OF</b> <b>3</b>	<b>DATE</b> FEB. 21, 2014 <b>SCALE</b> 1" = 50' <b>JOB NO.</b> 1315 XREF: 0540 <b>DRAWN</b> S. BABB

**BABB**  
LAND SURVEYING, INC.

622 ALICE DRIVE GREAT FALLS MONTANA 59405  
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# ALTA / ACSM LAND TITLE SURVEY

## LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION

SITUATED IN THE NW 1/4 OF SECTION 15, T.20N., R.4E., P.M., CASCADE COUNTY, MONTANA, CITY OF GREAT FALLS

↑ SEE SHEET 2 ↑

↑ SEE SHEET 2 ↑

SCHEDULE "B" PART II, ITEMS 15, 16, 17, 18, 19, 20, 21, 22, 23 & 24

(ITEM 15) BK. 304 OF DEEDS, PG. 49; (ITEM 16) BK. 307, PG. 79; (ITEM 17) BK. 307 OF DEEDS, PG. 81; (ITEM 18) BK. 307 OF DEEDS, PG. 83; (ITEM 19) BK. 307 OF DEEDS, PG. 85; (ITEM 20) BK. 307 OF DEEDS, PG. 87; (ITEM 21) BK. 307 OF DEEDS, PG. 89; (ITEM 22) BK. 307 OF DEEDS, PG. 91; (ITEM 23) BK. 307 OF DEEDS, PG. 93; (ITEM 24) BK. 307 OF DEEDS, PG. 95

"LINE" IDENTIFIED AS THE PRESUMABLE CENTER LINE OF AN EASEMENT OF UNDISCLOSED WIDTH OVER THE W1/2 OF SEC. 15 (EXCEPTING "ABOUT 10 ACRES" IN THE NORTHWEST CORNER OF THE W1/2 NW1/4) FOR "THE RIGHT TO LAY, MAINTAIN, INSPECT, ALTER, REPAIR, OPERATE, PROTECT, REMOVE AND RELAY A PIPE LINE OR PIPE LINES, FOR THE TRANSPORTATION OF OIL AND GAS AND PRODUCTS AND BY-PRODUCTS THEREOF, WATER AND OTHER SUBSTANCES, AND SUCH DRIPS, VALVES, FITTINGS, METERS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR SUCH OPERATIONS AND, IF NECESSARY, TO CONSTRUCT, MAINTAIN, OPERATE, REMOVE AND REPLACE COMMUNICATION AND CONTROL FACILITIES UPON, OVER, THROUGH AND UNDER..." TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO SAID LINE..."

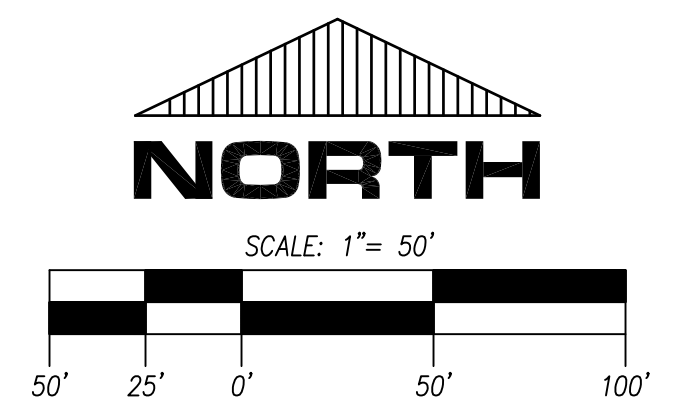
NOTE: THE YELLOWSTONE (PHILLIPS) GAS LINE SHOWN HEREON HAS BEEN DEPICTED TO LIE IN DIRECT LINES BETWEEN EXISTING PERMANENT SURFACE MARKERS. THE PIPELINE MAY NOT BE IN THE EXACT LOCATION SHOWN. THE SURVEYOR HAS NOT PHYSICALLY LOCATED OR SURVEYED THE LOCATION OF THE UNDERGROUND PIPE.

"REMAINDER PARCEL" BOUNDARY OF A CERTIFICATE OF SUBDIVISION:  
SCHEDULE "B" PART II, ITEM 25  
FILE NO. 6452 OF MISCELLANEOUS MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY RESTRICTIONS ON PARCEL SIZE, ALTERATIONS, USE AND STRUCTURES REQUIRING WATER OR SEWER

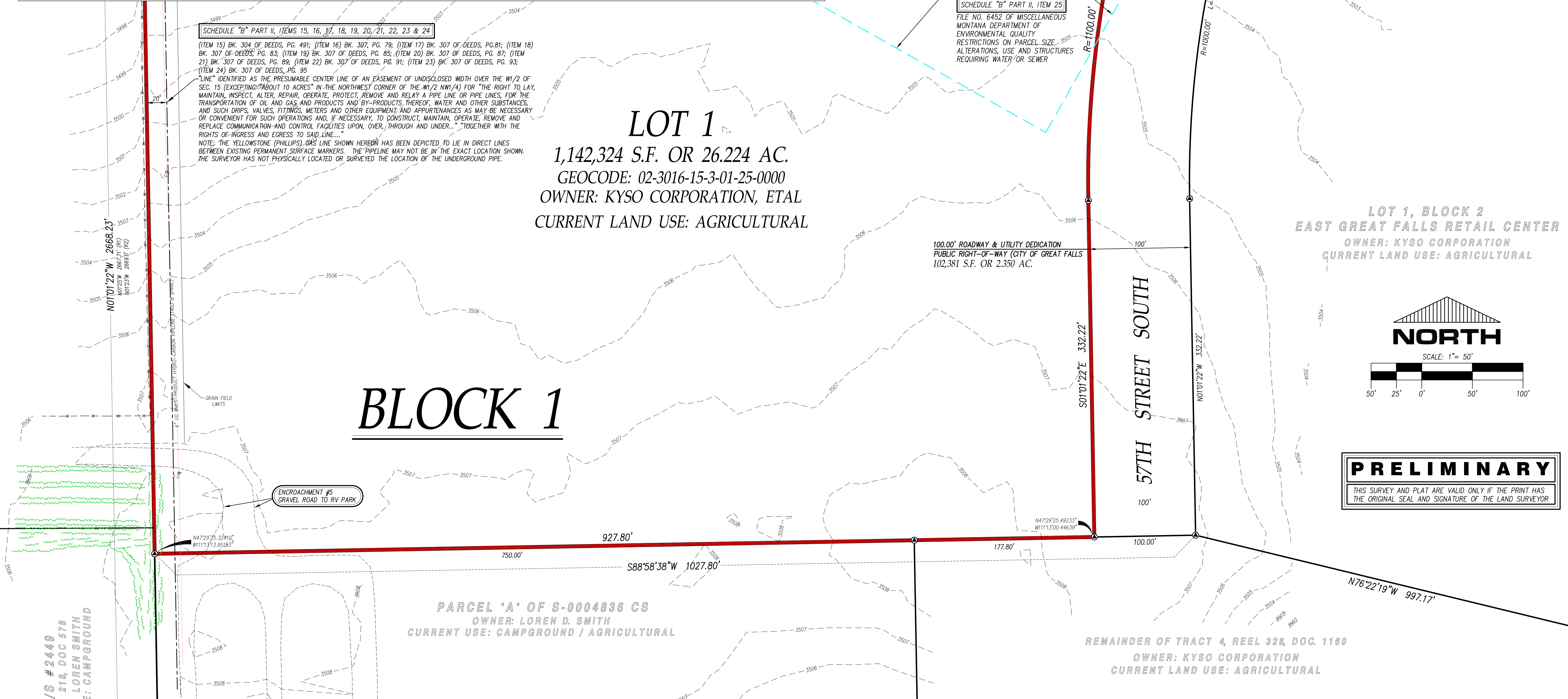
**LOT 1**  
1,142,324 S.F. OR 26.224 AC.  
GEOCODE: 02-3016-15-3-01-25-0000  
OWNER: KYSO CORPORATION, ETAL  
CURRENT LAND USE: AGRICULTURAL

LOT 1, BLOCK 2  
EAST GREAT FALLS RETAIL CENTER  
OWNER: KYSO CORPORATION  
CURRENT LAND USE: AGRICULTURAL

**BLOCK 1**



**PRELIMINARY**  
THIS SURVEY AND PLAT ARE VALID ONLY IF THE PRINT HAS THE ORIGINAL SEAL AND SIGNATURE OF THE LAND SURVEYOR



C/S #2449  
REEL 218, DOC 578  
OWNER: LOREN SMITH  
LAND USE: CAMPGROUND

PARCEL "A" OF S-0004836 CS  
OWNER: LOREN D. SMITH  
CURRENT USE: CAMPGROUND / AGRICULTURAL

REMAINDER OF TRACT 4, REEL 328, DOC. 1160  
OWNER: KYSO CORPORATION  
CURRENT LAND USE: AGRICULTURAL

QUARTER SECTION CORNER COMMON TO SECS. 15 & 16, T.20N., R.4E., P.M.  
FOUND CONCRETE BLOCK, FLUSH WITH THE SURFACE, WITH AN "X" SCRIBED IN THE TOP PER C.C.R.T. #0003939

SHEET <b>3</b>	ALTA / ACSM LAND TITLE SURVEY LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION SITUATED IN THE NW 1/4 OF SEC. 15, T.20N., R.4E., P.M. CASCADE COUNTY, MONTANA, CITY OF GREAT FALLS	 THIS SURVEY
OF <b>3</b>	DATE FEB. 21, 2014 JOB NO. 1315 XREF: 0540	
SCALE 1" = 50'		DRAWN S. BABB

# B A B B

## LAND SURVEYING, INC.

622 ALICE DRIVE GREAT FALLS MONTANA 59405  
(406) 268-1188 • (406) 268-1189 FAX • (406) 788-6896 CELL • EMAIL: BABBSURVEY@BRESNAN.NET

AMENDED SUBDIVISION PLAT OF  
**LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION**  
 SITUATED IN THE NW 1/4 OF SECTION 15, T. 20 N., R. 4 E., P. M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

SHEET 1 OF 2

**CERTIFICATE OF OWNERS:**

WE, THE UNDERSIGNED OWNERS/INTEREST HOLDERS OF PORTIONS OF THE FOLLOWING DESCRIBED PROPERTY, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND SUBDIVIDED INTO LOTS AND BLOCKS AS SHOWN HEREON, THE FOLLOWING PARCEL OF LAND TO-WIT:

**LEGAL DESCRIPTION**

LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION, AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY; AND

WE HEREBY GRANT AND DEDICATE THE RIGHT-OF-WAY AND EASEMENTS SHOWN HEREON TO THE PUBLIC FOR THE PURPOSES SPECIFIED HEREON AND DECLARE THAT THE SUBJECT PARCEL OF LAND IS TO BE KNOWN AND DESIGNATED AS THE AMENDED SUBDIVISION PLAT OF LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION TO GREAT FALLS, CASCADE COUNTY, MONTANA; AND

**PURPOSE STATEMENT:**

THE PURPOSE OF THIS AMENDED PLAT IS TO CREATE FIVE NEW LOTS FOR SALE (LOTS 1-A, 1-B, 1-C, 1-D & 1-E), WITH A REMAINING LOT 1-F FOR A MAJOR RETAIL DEVELOPMENT; AND

**EXEMPTION: MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY**

THIS SUBDIVISION IS EXEMPT FROM REVIEW BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO M.C.A. 76-4-125(2)(a) WHICH STATES:

"A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

(a) divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first-class or second-class municipalities for which the governing body certifies, pursuant to 76-4-127, that adequate storm water drainage and adequate municipal facilities will be provided;" AND

**NOTICE OF AGRICULTURAL ACTIVITIES**

TAKE NOTICE ALL PROSPECTIVE PURCHASERS OF LAND WITHIN THIS SUBDIVISION, THAT THIS SUBDIVISION IS IN THE VICINITY OF EXISTING AGRICULTURAL ACTIVITIES WHICH MAY AFFECT THE PURCHASERS USE AND/OR ENJOYMENT OF HIS/HER PROPERTY; AND

**NOTICE OF PROXIMITY TO A MILITARY INSTALLATION**

TAKE NOTICE ALL PROSPECTIVE PURCHASERS OF LAND WITHIN THIS SUBDIVISION, THAT THIS SUBDIVISION IS IN THE VICINITY OF A MILITARY AIR FORCE FACILITY AND, WHILE THE SUBJECT PROPERTY DOES NOT LIE WITHIN ANY PRESENTLY DESIGNATED ACCIDENT POTENTIAL OR NOISE ZONE, IT MAY BE SUBJECT TO NOISE AND VIBRATIONS FROM AIRCRAFT OPERATIONS ASSOCIATED WITH SAID FACILITY WHICH MAY AFFECT THE PURCHASERS USE AND/OR ENJOYMENT OF HIS/HER PROPERTY.

FOR: KYSO CORPORATION, A MONTANA CORPORATION

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

CORPORATE TITLE: \_\_\_\_\_

ACKNOWLEDGED

State of Montana )  
 ) ss.  
 County of Cascade )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person which executed the foregoing instrument.  
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year herein above first written.

Notary Public for the State of Montana \_\_\_\_\_

Printed name: \_\_\_\_\_  
 Residing at: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

FOR: Anna S. Sherer

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

PRINTED NAME: Anna S. Sherer

INTEREST: UNDIVIDED 1/2 INTEREST AS TO A PORTION

ACKNOWLEDGED

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned, a Notary Public for the State of \_\_\_\_\_, personally appeared Anna S. Sherer, known to me to be the person which executed the foregoing instrument.  
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year herein above first written.

Notary Public for the State of \_\_\_\_\_

Printed name: \_\_\_\_\_  
 Residing at: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

(CONTINUED ON NEXT COLUMN)

**CERTIFICATE OF OWNERS (continued.....):**

FOR: Charles D. Wiley

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

PRINTED NAME: Charles D. Wiley

INTEREST: UNDIVIDED 1/4 INTEREST AS TO A PORTION

ACKNOWLEDGED

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned, a Notary Public for the State of \_\_\_\_\_, personally appeared Charles D. Wiley, known to me to be the person which executed the foregoing instrument.  
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year herein above first written.

Notary Public for the State of \_\_\_\_\_

Printed name: \_\_\_\_\_  
 Residing at: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

FOR: Marilyn J. Wiley

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

PRINTED NAME: Marilyn J. Wiley

INTEREST: UNDIVIDED 1/4 INTEREST AS TO A PORTION

ACKNOWLEDGED

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned, a Notary Public for the State of \_\_\_\_\_, personally appeared Marilyn J. Wiley, known to me to be the person which executed the foregoing instrument.  
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year herein above first written.

Notary Public for the State of \_\_\_\_\_

Printed name: \_\_\_\_\_  
 Residing at: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

FOR: Loren D. Smith

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

PRINTED NAME: Loren D. Smith

INTEREST: AS TO A PORTION

ACKNOWLEDGED

State of Montana )  
 ) ss.  
 County of Cascade )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Loren D. Smith, known to me to be the person which executed the foregoing instrument.  
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year herein above first written.

Notary Public for the State of Montana \_\_\_\_\_

Printed name: \_\_\_\_\_  
 Residing at: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF COUNTY TREASURER**

I, Jamie Bailey, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included within the accompanying amended plat, and I find that all real property taxes and special assessments levied on the land being subdivided are current.

County Treasurer of Cascade County, Montana \_\_\_\_\_ Dated \_\_\_\_\_

By: \_\_\_\_\_, Deputy

**CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND**

I, Gregory T. Doyon, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that the City Commission of the City of Great Falls, Cascade County, Montana, found that no cash donation or dedication of any park or playground is required within the platted area of the Amended Subdivision Plat of the LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION, in accordance with Section 76-3-621(3)(a)(b)&(c) M.C.A.

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Gregory T. Doyon, City Manager, City of Great Falls, Montana

**CERTIFICATE OF CITY PLANNING ADVISORY BOARD**

We, the undersigned, \_\_\_\_\_, President of the said City Planning Advisory Board, Great Falls, Montana, and \_\_\_\_\_, Secretary of said Great Falls Planning Board, do hereby certify that the accompanying amended subdivision plat of LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION has been submitted to the said City Planning Advisory Board for examination by them and was found by them to conform to law and was approved at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

ATTEST: \_\_\_\_\_  
 Great Falls Planning Board \_\_\_\_\_ President \_\_\_\_\_ Secretary  
 Great Falls Planning Board

**CERTIFICATE OF CITY COMMISSIONERS**

I, Gregory T. Doyon, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that the accompanying amended subdivision plat of LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION was duly examined and approved by the Commission of the City of Great Falls at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Gregory T. Doyon, City Manager, City of Great Falls, Montana

**CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES**

I, Gregory T. Doyon, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that City Commission of Great Falls, Montana, at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, found that adequate municipal facilities for the supply of water and disposal of sewage and solid waste are available to the land contained within the boundaries of the accompanying amended subdivision plat of LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION, namely the facilities of the City of Great Falls, Montana. This certificate is made pursuant to Section 76-4-124, M.C.A., thereby permitting the Clerk and Recorder of Cascade County, Montana, to record this plat.

Gregory T. Doyon, City Manager, City of Great Falls, Montana

**CERTIFICATE OF PUBLIC SERVICE DIRECTOR**

I, Jim Reardon, Public Service Director for the City of Great Falls, Cascade County, Montana, do hereby certify that I have examined the accompanying plat and the survey which it represents, and find the same conforms to regulations governing the platting of lands and to presently adjacent land, as near as circumstances will permit, and hereby approve the same.

Jim Reardon, Public Service Director, City of Great Falls, Montana

Date

**CERTIFICATE OF SURVEYOR**

I, Stephen D. Babb, Professional Land Surveyor, Montana registration, 11699LS, and Certified Federal Surveyor #1355, do hereby certify that during the months of January and July, 2014, that I performed the survey that the accompanying plat represents and that this survey is in accordance with the provisions set forth in 76-3-402 and 403, M.C.A., and that the monuments are of the character and occupy the positions shown.

**PRELIMINARY**

THIS SURVEY AND PLAT ARE VALID ONLY IF THE PRINT HAS THE ORIGINAL SEAL AND SIGNATURE OF THE LAND SURVEYOR

Stephen D. Babb, Professional Land Surveyor, MT Registration #11699LS  
 Certified Federal Surveyor #1355

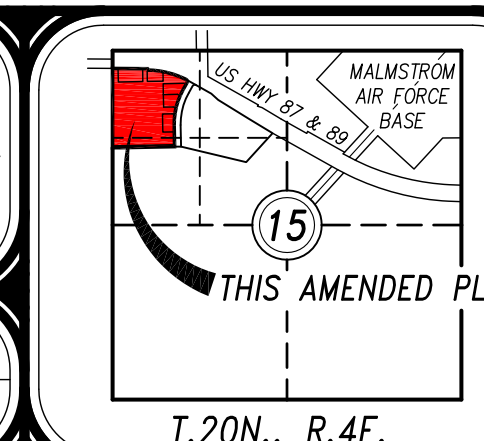
Dated

SHEET  
**1**  
 OF  
**2**

AMENDED SUBDIVISION PLAT OF  
 LOT 1, BLOCK 1,  
 EAST GREAT FALLS RETAIL CENTER ADDITION  
 SITUATED IN THE NW1/4 SEC. 15, T.20N., R.4E., P.M.  
 CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

DATE FEB. 17, 2015  
 JOB NO. 1315 XRF:0540

SCALE 1" = 80'  
 DRAWN S. BABB

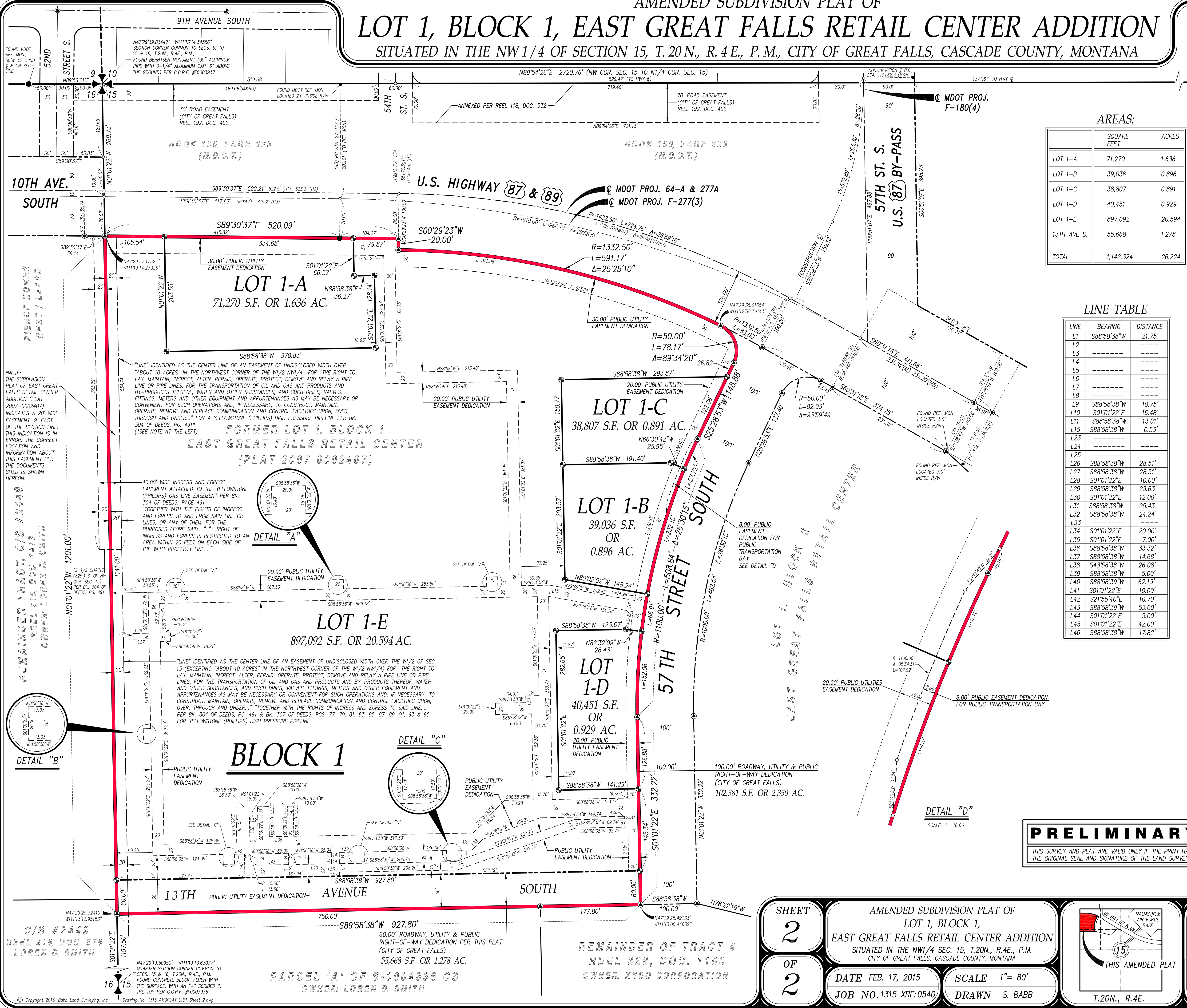


**B A B B**  
**LAND SURVEYING, INC.**

622 ALICE DRIVE GREAT FALLS MONTANA 59405  
 (406) 268-1188 • (406) 268-1189 FAX • (406) 788-6896 CELL • EMAIL: BABBSURVEY@BRESNAN.NET

# AMENDED SUBDIVISION PLAT OF LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION SITUATED IN THE NW 1/4 OF SECTION 15, T. 20 N., R. 4 E., P. M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

N47°29'39.89106" W111°12'34.73223"  
QUARTER SECTION CORNER COMMON TO  
SECS. 10 & 15, T.20N., R.4E., P.M.  
FOUND BERTINSON MONUMENT MODEL  
ATNFB30 STAMPED "MADE BOUNDARY, BABB  
LS1699, 2002", 1.5" BELOW THE SURFACE.  
SEE CORNER RECORD ON FILE



**AREAS:**

	SQUARE FEET	ACRES
LOT 1-A	71,270	1.636
LOT 1-B	39,036	0.896
LOT 1-C	38,807	0.891
LOT 1-D	40,451	0.929
LOT 1-E	897,092	20.594
13TH AVE. S.	55,668	1.278
<b>TOTAL</b>	<b>1,142,324</b>	<b>26.224</b>

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S88°58'38"W	21.75'
L2	-----	-----
L3	-----	-----
L4	-----	-----
L5	-----	-----
L6	-----	-----
L7	-----	-----
L8	-----	-----
L9	S88°58'38"W	10.75'
L10	S01°01'22"E	16.48'
L11	S88°58'38"W	13.01'
L12	S88°58'38"W	0.53'
L13	-----	-----
L14	-----	-----
L15	S88°58'38"W	28.51'
L16	S88°58'38"W	28.51'
L17	S01°01'22"E	10.00'
L18	S88°58'38"W	23.63'
L19	S01°01'22"E	12.00'
L20	S88°58'38"W	25.43'
L21	S88°58'38"W	24.24'
L22	-----	-----
L23	S01°01'22"E	20.00'
L24	S01°01'22"E	7.00'
L25	S88°58'38"W	33.32'
L26	S88°58'38"W	14.68'
L27	S43°58'38"W	26.08'
L28	S88°58'38"W	5.00'
L29	S88°58'39"W	62.13'
L30	S01°01'22"E	10.00'
L31	S88°58'39"W	53.00'
L32	S01°01'22"E	5.00'
L33	S01°01'22"E	42.00'
L34	S88°58'38"W	17.82'

- LEGEND**
- FOUND 5/8" REBAR, 24" LONG, WITH 1-3/4" PLASTIC CAP STAMPED "STEPHEN D BABB PLS MT REG #11699" WITH 18" ORANGE PLASTIC MORASSE MONUMENT MARKER ATTACHED; MONUMENTS IN FARMED AREAS ARE BURIED 18"-24" DEEP. (SET PREVIOUSLY)
  - SET 5/8" REBAR, 24" LONG, WITH 1-3/4" PLASTIC CAP STAMPED "STEPHEN D BABB PLS MT REG #11699"
  - FOUND M.D.O.T. 2" ALUMINUM CAP
  - FOUND M.D.O.T. REFERENCE MONUMENT, 5/8" REBAR OR 3/4" SMOOTH IRON BAR, UNLESS OTHERWISE NOTED
  - FOUND CENTERLINE MONUMENT IN MONUMENT BOX: 1" OR 2" BRASS CAP IN CONCRETE WITH PUNCH MARK
  - POINT OF INTERSECTION; NO MONUMENT
  - S.F. SQUARE FEET
  - AC. ACRES
  - STA. STATION
  - R/W RIGHT-OF-WAY
  - C/S CERTIFICATE OF SURVEY

- (H) RECORD DATA SOURCES**
- (H1) M.D.O.T. R/W PLANS FOR PROJECT 64-A & BK. 190, PG. 529 & 489
  - (H2) M.D.O.T. R/W PLANS FOR PROJECT 277-A & BK. 100, PG. 549 AND M.D.O.T. R/W PLANS FOR PROJECT 277-B & BK. 190, PG. 529
  - (H3) M.D.O.T. R/W PLANS FOR PROJECT F-277(3) & BK. 190, PG. 623
  - (H4) M.D.O.T. R/W PLANS FOR PROJECT F-180(4)
  - (H5) M.D.O.T. R/W PLANS FOR PROJECT F-60-2(18)81 & REEL 197, DOC. 484 & REEL 198, DOC. 545
  - (H5,AB) AS-BUILT R/W PLANS FOR H5

**OWNERS / INTEREST HOLDERS:**

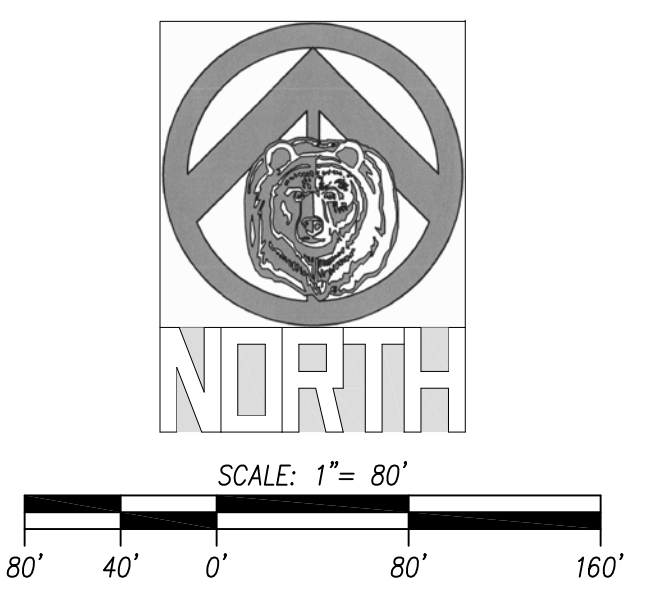
CHARLES D. WILEY, AS TO AN UNDIVIDED 1/4 INTEREST TO A PORTION 1116 CENTRAL AVENUE, BILLINGS, MT.

MARILYN J. WILEY, AS TO AN UNDIVIDED 1/4 INTEREST TO A PORTION 36 STANFORD COURT, BILLINGS, MT.

ANNA S. SHERER, AS TO AN UNDIVIDED 1/2 INTEREST TO A PORTION 337 BETH DRIVE, GREAT FALLS, MT. 59405

KYSO CORPORATION, A MONTANA CORPORATION, AS TO A PORTION 2901 4TH AVE. N., GREAT FALLS, MT. 59405

LOREN D. SMITH, AS TO A PORTION 1500 51ST STREET SOUTH, GREAT FALLS, MT. 59405



**BASIS OF BEARINGS**

WEST LINE OF SECTION 15 FROM THE EAST GREAT FALLS RETAIL CENTER ADDITION TO THE CITY OF GREAT FALLS (N01°01'22"W), BASED ON GEODETIC POSITIONING FROM THE MALMSTROM A.F.B. CONTROL & CALIBRATION NETWORK, (GABB 2002), WITH A PROJECTION AT LATITUDE N47°30'06.029858" LONGITUDE W111°15'58.84171". ALL BEARINGS SHOWN ON THIS PLAT ARE TRANSVERSE MERCATOR PROJECTION GRID BEARINGS

**PRELIMINARY**

THIS SURVEY AND PLAT ARE VALID ONLY IF THE PRINT HAS THE ORIGINAL SEAL AND SIGNATURE OF THE LAND SURVEYOR

SHEET <b>2</b> OF <b>2</b>	AMENDED SUBDIVISION PLAT OF LOT 1, BLOCK 1, EAST GREAT FALLS RETAIL CENTER ADDITION SITUATED IN THE NW1/4 SEC. 15, T.20N., R.4E., P.M. CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA	DATE FEB. 17, 2015 JOB NO. 1315 XRF:0540	SCALE 1" = 80' DRAWN S. BABB
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**BABB**  
LAND SURVEYING, INC.

622 ALICE DRIVE GREAT FALLS MONTANA 59405  
(406) 268-1188 • (406) 268-1189 FAX • (406) 788-6896 CELL • EMAIL: BABBSURVEY@BRESNAN.NET

REMAINDER TRACT, C/S # 2449  
REEL 218, DOC. 578  
OWNER: LOREN D. SMITH

DETAIL "B"

BLOCK 1

PARCEL "A" OF S-0004836 CS  
OWNER: LOREN D. SMITH

REMAINDER OF TRACT 4  
REEL 328, DOC. 1160  
OWNER: KYSO CORPORATION

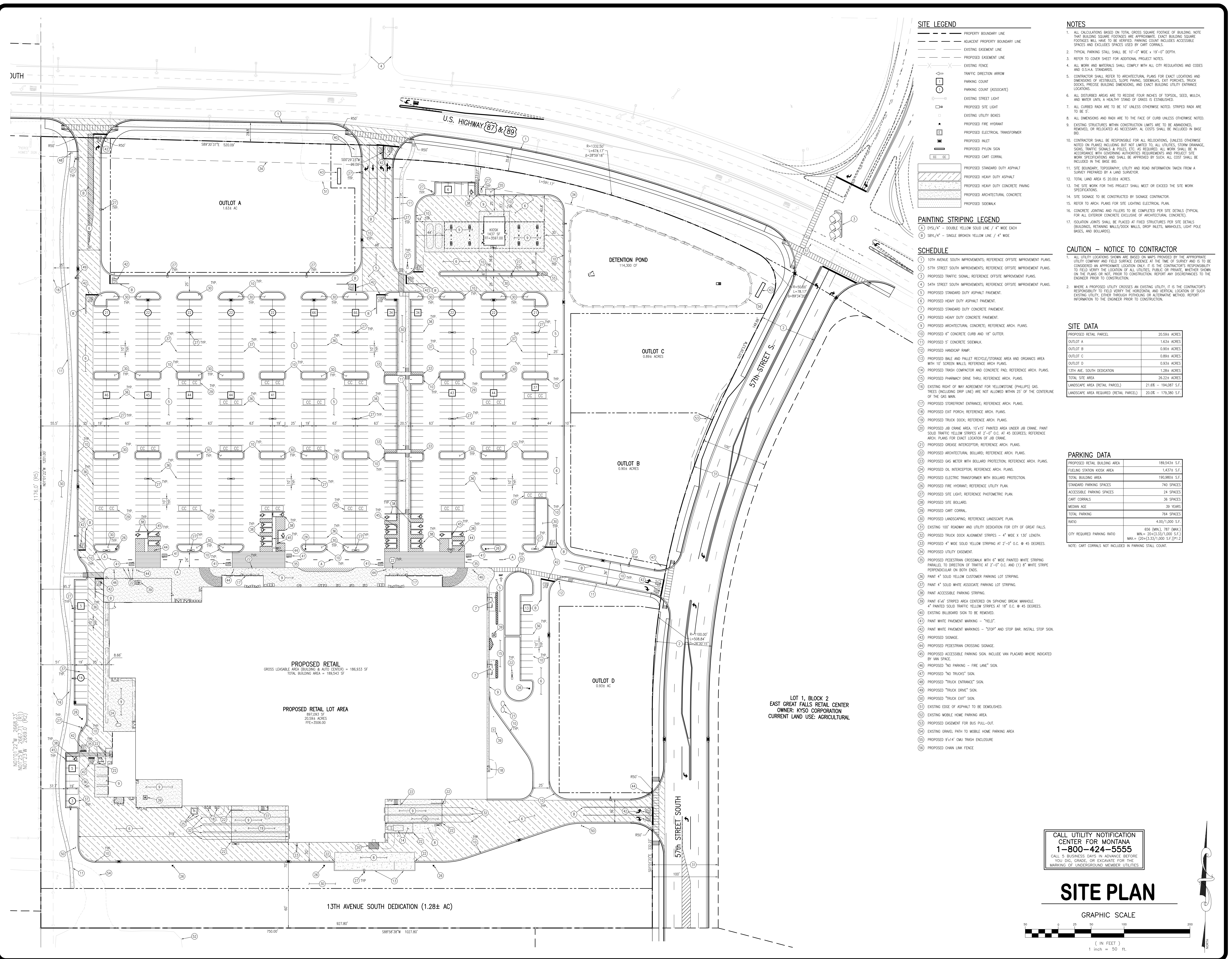
REVISIONS	BY

**Galloway**  
 Planning, Architecture, Engineering  
 616 S. Willow Drive, Suite 320  
 Helena, Montana 59601  
 406.770.8888  
 406.770.8888  
 www.gallowayinc.com

**PROPOSED RETAIL  
 SWC 10TH AVENUE SOUTH & 57TH STREET SOUTH  
 GREAT FALLS, MONTANA**

**PROPOSED RETAIL  
 SWC 10TH AVENUE SOUTH & 57TH STREET SOUTH  
 GREAT FALLS, MONTANA**

**DRAWN  
 RBC  
 CHECKED  
 JES  
 DATE  
 FEBRUARY 12, 2014  
 SCALE  
 1"=50'  
 JOB No.  
 007199  
 SHEET  
 2**



**SITE LEGEND**

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY BOUNDARY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING FENCE
- TRAFFIC DIRECTION ARROW
- PARKING COUNT
- PARKING COUNT (ASSOCIATE)
- EXISTING STREET LIGHT
- PROPOSED SITE LIGHT
- EXISTING UTILITY BOXES
- PROPOSED FIRE HYDRANT
- PROPOSED ELECTRICAL TRANSFORMER
- PROPOSED INLET
- PROPOSED PYLON SIGN
- PROPOSED CART CORRAL

**PAINTING STRIPING LEGEND**

- (A) 4" DISY/4" - DOUBLE YELLOW SOLID LINE / 4" WIDE EACH
- (B) 8" DISY/4" - SINGLE BROKEN YELLOW LINE / 4" WIDE

**SCHEDULE**

- 1 10TH AVENUE SOUTH IMPROVEMENTS; REFERENCE OFFSITE IMPROVEMENT PLANS.
- 2 57TH STREET SOUTH IMPROVEMENTS; REFERENCE OFFSITE IMPROVEMENT PLANS.
- 3 PROPOSED TRAFFIC SIGNAL; REFERENCE OFFSITE IMPROVEMENT PLANS.
- 4 54TH STREET SOUTH IMPROVEMENTS; REFERENCE OFFSITE IMPROVEMENT PLANS.
- 5 PROPOSED STANDARD DUTY ASPHALT PAVEMENT.
- 6 PROPOSED HEAVY DUTY ASPHALT PAVEMENT.
- 7 PROPOSED STANDARD DUTY CONCRETE PAVEMENT.
- 8 PROPOSED HEAVY DUTY CONCRETE PAVEMENT.
- 9 PROPOSED ARCHITECTURAL CONCRETE; REFERENCE ARCH. PLANS.
- 10 PROPOSED 6" CONCRETE CURB AND 18" GUTTER.
- 11 PROPOSED 5' CONCRETE SIDEWALK.
- 12 PROPOSED HANDICAP RAMP.
- 13 PROPOSED BALE AND PALLET RECYCLE/STORAGE AREA AND ORGANICS AREA WITH 10' SCREEN WALLS; REFERENCE ARCH. PLANS.
- 14 PROPOSED TRASH COMPACTOR AND CONCRETE PAD; REFERENCE ARCH. PLANS.
- 15 PROPOSED PHARMACY DRIVE THRU; REFERENCE ARCH. PLANS.
- 16 EXISTING RIGHT OF WAY AGREEMENT FOR YELLOWSTONE (PHILLIPS) GAS TREES (INCLUDING DRP LINE) ARE NOT ALLOWED WITHIN 25' OF THE CENTERLINE OF THE GAS MAIN.
- 17 PROPOSED STOREFRONT ENTRANCE; REFERENCE ARCH. PLANS.
- 18 PROPOSED EXIT PORCH; REFERENCE ARCH. PLANS.
- 19 PROPOSED TRUCK DOCK; REFERENCE ARCH. PLANS.
- 20 PROPOSED JOB CRANE AREA, 10'x15' PAINTED AREA UNDER JOB CRANE. PAINT SOLID TRAFFIC YELLOW STRIPES AT 2'-0" O.C. AT 45 DEGREES; REFERENCE ARCH. PLANS FOR EXACT LOCATION OF JOB CRANE.
- 21 PROPOSED GREASE INTERCEPTOR; REFERENCE ARCH. PLANS.
- 22 PROPOSED ARCHITECTURAL BOLLARD; REFERENCE ARCH. PLANS.
- 23 PROPOSED GAS METER WITH BOLLARD PROTECTION; REFERENCE ARCH. PLANS.
- 24 PROPOSED OIL INTERCEPTOR; REFERENCE ARCH. PLANS.
- 25 PROPOSED ELECTRIC TRANSFORMER WITH BOLLARD PROTECTION.
- 26 PROPOSED FIRE HYDRANT; REFERENCE UTILITY PLAN.
- 27 PROPOSED SITE LIGHT; REFERENCE PHOTOMETRIC PLAN.
- 28 PROPOSED SITE BOLLARD.
- 29 PROPOSED CART CORRAL.
- 30 PROPOSED LANDSCAPING; REFERENCE LANDSCAPE PLAN.
- 31 EXISTING 100' ROADWAY AND UTILITY DEDICATION FOR CITY OF GREAT FALLS.
- 32 PROPOSED TRUCK DOCK ALIGNMENT STRIPES - 4" WIDE X 130' LENGTH.
- 33 PROPOSED 4" WIDE SOLID YELLOW STRIPING AT 2'-0" O.C. @ 45 DEGREES.
- 34 PROPOSED UTILITY EASEMENT.
- 35 PROPOSED PEDESTRIAN CROSSWALK WITH 6" WIDE PAINTED WHITE STRIPING PARALLEL TO DIRECTION OF TRAFFIC AT 2'-0" O.C. AND (1) 8" WHITE STRIPE PERPENDICULAR ON BOTH ENDS.
- 36 PAINT 4" SOLID YELLOW CUSTOMER PARKING LOT STRIPING.
- 37 PAINT 4" SOLID WHITE ASSOCIATE PARKING LOT STRIPING.
- 38 PAINT ACCESSIBLE PARKING STRIPING.
- 39 PAINT 6"x6" STRIPED AREA CENTERED ON SIPHONIC BREAK MANHOLE.
- 40 4" PAINTED SOLID TRAFFIC YELLOW STRIPES AT 18" O.C. @ 45 DEGREES.
- 41 EXISTING BILLBOARD SIGN TO BE REMOVED.
- 42 PAINT WHITE PAVEMENT MARKING - "YIELD".
- 43 PAINT WHITE PAVEMENT MARKINGS - "STOP" AND STOP BAR. INSTALL STOP SIGN.
- 44 PROPOSED SIGNAGE.
- 45 PROPOSED PEDESTRIAN CROSSING SIGNAGE.
- 46 PROPOSED ACCESSIBLE PARKING SIGN INCLUDE VAN PLACARD WHERE INDICATED BY VAN SPACES.
- 47 PROPOSED "NO PARKING - FIRE LANE" SIGN.
- 48 PROPOSED "NO TRUCKS" SIGN.
- 49 PROPOSED "TRUCK ENTRANCE" SIGN.
- 50 PROPOSED "TRUCK DRIVE" SIGN.
- 51 PROPOSED "TRUCK EXIT" SIGN.
- 52 EXISTING EDGE OF ASPHALT TO BE DEMOLISHED.
- 53 EXISTING MOBILE HOME PARKING AREA.
- 54 PROPOSED EASEMENT FOR BUS PULL-OUT.
- 55 EXISTING GRAVEL PATH TO MOBILE HOME PARKING AREA.
- 56 PROPOSED 9'x14' CMU TRASH ENCLOSURE.
- 57 PROPOSED CHAIN LINK FENCE.

**NOTES**

1. ALL CALCULATIONS BASED ON TOTAL GROSS SQUARE FOOTAGE OF BUILDING. NOTE THAT BUILDING SQUARE FOOTAGES ARE APPROXIMATE. EXACT BUILDING SQUARE FOOTAGES WILL HAVE TO BE VERIFIED. PARKING COUNT INCLUDES ACCESSIBLE SPACES AND EXCLUDES SPACES USED BY CART CORRALS.
2. TYPICAL PARKING STALL SHALL BE 10'-0" WIDE x 19'-0" DEPTH.
3. REFER TO COVER SHEET FOR ADDITIONAL PROJECT NOTES.
4. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
5. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PARKING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
6. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
7. ALL CURBED RADI ARE TO BE 10' UNLESS OTHERWISE NOTED. STRIPED RADI ARE TO BE 5'.
8. ALL DIMENSIONS AND RADI ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
9. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED, OR RELOCATED AS NECESSARY. ALL COSTS SHALL BE INCLUDED IN BASE BID.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO ALL UTILITIES, STORM DRAINAGE, SIGNALS, TRAFFIC SIGNALS & POLES, ETC AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COSTS SHALL BE INCLUDED IN THE BASE BID.
11. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY PREPARED BY A LAND SURVEYOR.
12. TOTAL LAND AREA IS 20.00± ACRES.
13. THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE SITE WORK SPECIFICATIONS.
14. SITE SIGNAGE TO BE CONSTRUCTED BY SIGNAGE CONTRACTOR.
15. REFER TO ARCH. PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
16. CONCRETE JOINTING AND FILLERS TO BE COMPLETED PER SITE DETAILS (TYPICAL FOR ALL EXTERIOR CONCRETE EXCLUSIVE OF ARCHITECTURAL CONCRETE).
17. ISOLATION JOINTS SHALL BE PLACED AT FIXED STRUCTURES PER SITE DETAILS (BUILDINGS, RETAINING WALLS/DOCK WALLS, DROP INLETS, MANHOLES, LIGHT POLE BASES, AND BOLLARDS).

**CAUTION - NOTICE TO CONTRACTOR**

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOILING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

**SITE DATA**

PROPOSED RETAIL PARCEL	20.59± ACRES
OUTLET A	1.63± ACRES
OUTLET B	0.90± ACRES
OUTLET C	0.89± ACRES
OUTLET D	0.93± ACRES
13TH AVE. SOUTH DEDICATION	1.28± ACRES
TOTAL SITE AREA	26.22± ACRES
LANDSCAPE AREA (RETAIL PARCEL)	21.6% = 194,087 S.F.
LANDSCAPE AREA REQUIRED (RETAIL PARCEL)	20.0% = 179,380 S.F.

**PARKING DATA**

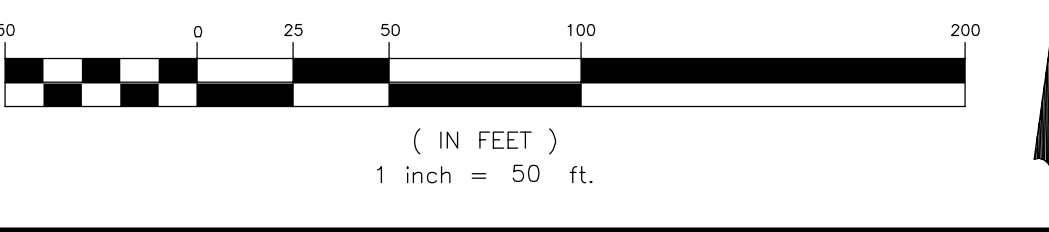
PROPOSED RETAIL BUILDING AREA	189,643± S.F.
FUELING STATION KIOSK AREA	1,437± S.F.
TOTAL BUILDING AREA	190,080± S.F.
STANDARD PARKING SPACES	740 SPACES
ACCESSIBLE PARKING SPACES	24 SPACES
CART CORRALS	36 SPACES
MEDIAN AGE	39 YEARS
TOTAL PARKING	764 SPACES
RATIO	4,001/1,000 S.F.
	(66 (MIN.), 787 (MAX.)
CITY REQUIRED PARKING RATIO	MIN. = 20+(.33/1,000 S.F.)
	MAX. = 20+(.33/1,000 S.F.)+1.1

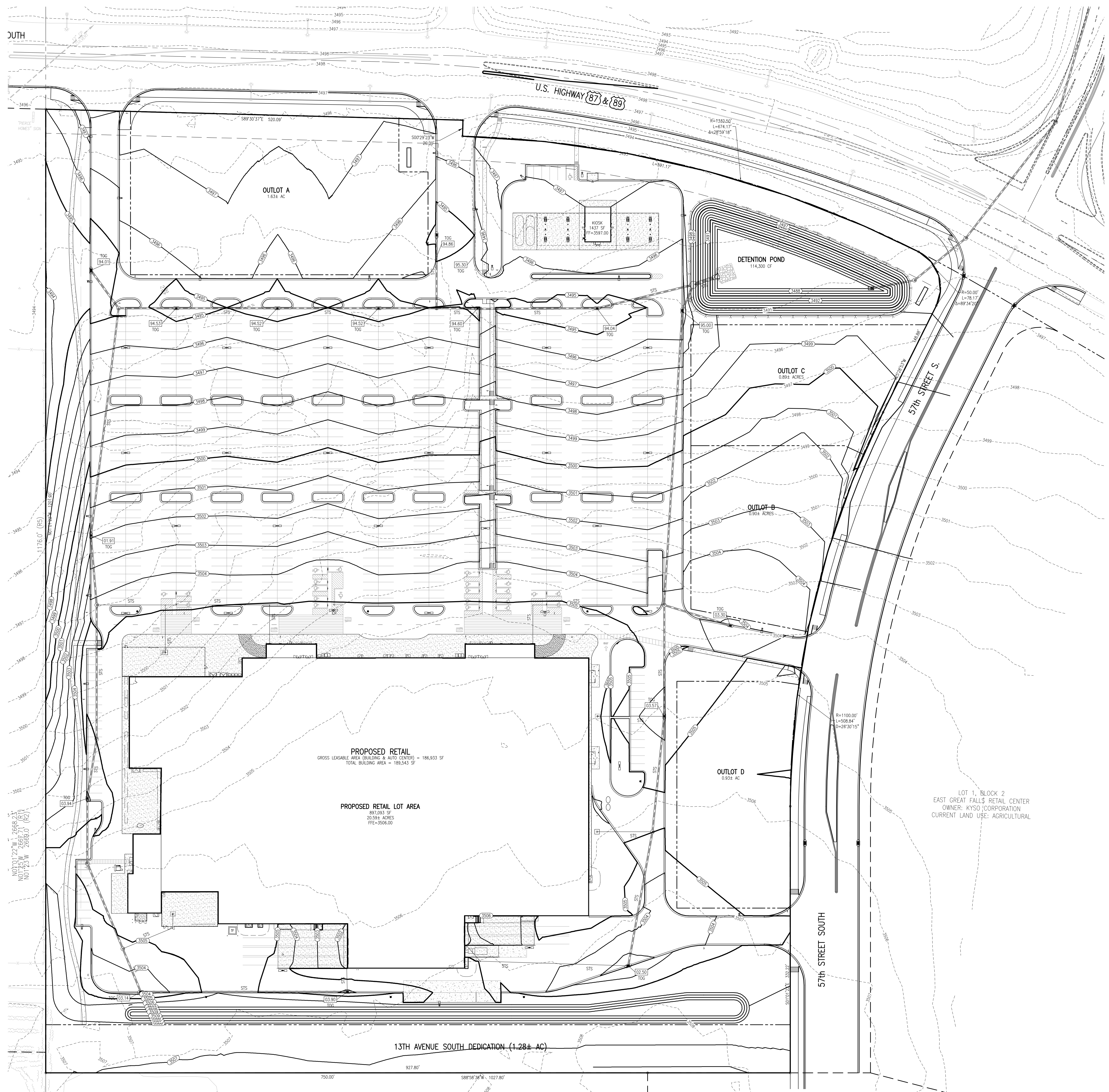
NOTE: CART CORRALS NOT INCLUDED IN PARKING STALL COUNT.

CALL UTILITY NOTIFICATION  
 CENTER FOR MONTANA  
 1-800-424-5555  
 CALL 5 BUSINESS DAYS IN ADVANCE BEFORE  
 YOU DIG, GRADE, OR EXCAVATE FOR THE  
 MARKING OF UNDERGROUND MEMBER UTILITIES

**SITE PLAN**

GRAPHIC SCALE





**GRADING LEGEND**

- 24--- EXISTING CONTOUR
- 3500- PROPOSED CONTOUR
- 24.00 EXISTING SPOT ELEVATION
- 24.0 PROPOSED SPOT ELEVATION
- 24.5 PROPOSED TOP OF CURB ELEVATION
- 24.0 PROPOSED FLOWLINE ELEVATION
- FF FINISHED FLOOR
- TOT TOP OF TANKS
- TI TOP OF ISLAND
- TOD TOP OF DRAIN
- TC TOP OF CURB
- TOS TOP OF SIDEWALK
- FL FLOWLINE
- HP HIGH POINT
- LP LOW POINT
- ME MATCH EXISTING
- GB GRADE BREAK
- TW TOP OF WALL
- BW BOTTOM OF WALL
- TOB TOP OF BERM
- CO CURB OPENING
- PC POINT OF CURVE
- FL INT FLOWLINE INTERSECTION
- PCR POINT OF CURB RETURN
- INV INVERT ELEVATION
- STS ■ EXISTING STORM SEWER
- STS ■ PROPOSED STORM SEWER
- SIGHT LIGHTING
- GUTTER TRANSITION, 5' UNLESS NOTED OTHERWISE

- GENERAL NOTES**
- CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY. REFER TO SITE, UTILITY AND ROADWAY DEMOLITION PLANS.
  - ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
  - PRECAST STRUCTURES MAY BE USED AT CONTRACTOR'S OPTION. REFER TO STORM SEWER PLAN AND PROFILES AND DETAILS.
  - STORM PIPE SHALL BE AS NOTED ON THE STORM SEWER PLAN AND PROFILE SHEETS.
  - EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
  - IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
  - ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATER-TIGHT.
  - ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RINGS & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
  - THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE EPA OR APPLICABLE STATE GENERAL N.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
  - CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
  - CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
  - TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SURVEY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
  - ALL UNPAVED AREAS DISTURBED BY GRADING OPERATIONS SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH COVERING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.

- GRADING NOTES**
- ADD 3400 TO ALL SPOT ELEVATIONS GREATER THAN 50 AND ADD 3500 TO ALL SPOT ELEVATIONS LESS THAN 50 TO OBTAIN ELEVATION ABOVE MEAN SEA LEVEL.
  - ALL SPOT ELEVATIONS ARE TO FLOWLINE UNLESS OTHERWISE NOTED.
  - CONTRACTOR SHALL REFER TO STORM SEWER PLAN AND PROFILE SHEETS FOR ALL STORM PIPE, INLET, MANHOLE AND APPLICABLE INFORMATION.

**CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF VESTIBULE, SLOPED PAVING, EXIT PORCHES, RAMPS AND TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS.**

**DEWATERING NOTE:**  
WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.

- CAUTION - NOTICE TO CONTRACTOR**
- ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
  - WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

- BENCHMARK**
- SITE BENCHMARK #1:**  
TOP OF THE HEAD OF A 3006 GALVANIZED SPIKE, 6" LONG, DRIVEN 5" INTO THE EAST SIDE OF A POWER POLE DESIGNATED #A-25, APPROXIMATELY 1.5' ABOVE THE GROUND AT LATITUDE N 47° 29' 31.71655" W, LONGITUDE W 111° 12' 14.13942" (NAD 83). ELEVATION: 3498.24 (NAVD 88)
- SITE BENCHMARK #2:**  
WEST LINE SECTION 15 FROM THE "EAST GREAT FALLS RETAIL CENTER ADDITION TO THE CITY OF GREAT FALLS" (N 01° 01' 22" W) BASED ON TRUE NORTH FROM GPS OBSERVATIONS AND GEODETIC POSITIONING FROM MANITOWAN GPS CONTROL & CALIBRATION NETWORK WITH A BASE POINT AT LATITUDE N 47° 30' 06.02989" W LONGITUDE W 111° 11' 58.84171" (NAD83). ALL BEARINGS SHOWN ON THIS SURVEY ARE TRANSVERSE MERIDIAN PROJECTION GRID BEARINGS FROM A RANDOM XY COORDINATE SYSTEM PROJECTED NEAR THE CENTER OF THE SITE. ELEVATION: 3496.10 (NAVD 88)

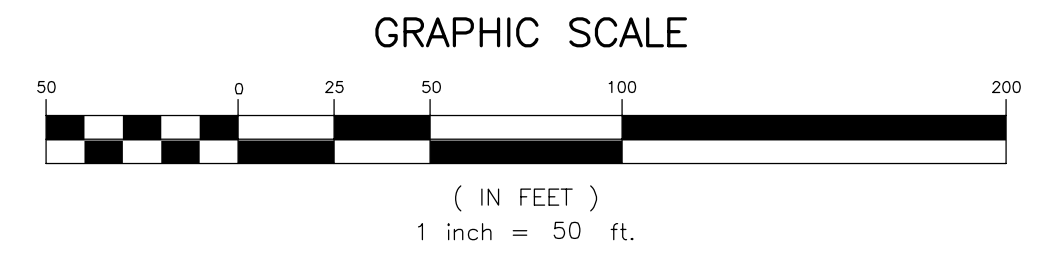
**BASIS OF BEARING**  
WEST LINE SECTION 15 FROM THE "EAST GREAT FALLS RETAIL CENTER ADDITION TO THE CITY OF GREAT FALLS" (N 01° 01' 22" W) BASED ON TRUE NORTH FROM GPS OBSERVATIONS AND GEODETIC POSITIONING FROM MANITOWAN GPS CONTROL & CALIBRATION NETWORK WITH A BASE POINT AT LATITUDE N 47° 30' 06.02989" W LONGITUDE W 111° 11' 58.84171" (NAD83). ALL BEARINGS SHOWN ON THIS SURVEY ARE TRANSVERSE MERIDIAN PROJECTION GRID BEARINGS FROM A RANDOM XY COORDINATE SYSTEM PROJECTED NEAR THE CENTER OF THE SITE.

**FLOODPLAIN NOTE**  
THE ENTIRETY OF THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "D" WHICH IS DEFINED AS "AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE." THE SITE IS LOCATED WITHIN FLOOD INSURANCE RATE MAP (FIRM) #30013C0626E AND #30013C0627E, BOTH DATED MARCH 19, 2013.

LOT 1, BLOCK 2  
EAST GREAT FALLS RETAIL CENTER  
OWNER: KYSO CORPORATION  
CURRENT LAND USE: AGRICULTURAL

CALL UTILITY NOTIFICATION  
CENTER FOR MONTANA  
1-800-424-5555  
CALL 5 BUSINESS DAYS IN ADVANCE BEFORE  
YOU DIG, GRADE, OR EXCAVATE FOR THE  
MARKING OF UNDERGROUND MEMBER UTILITIES

**GRADING PLAN**



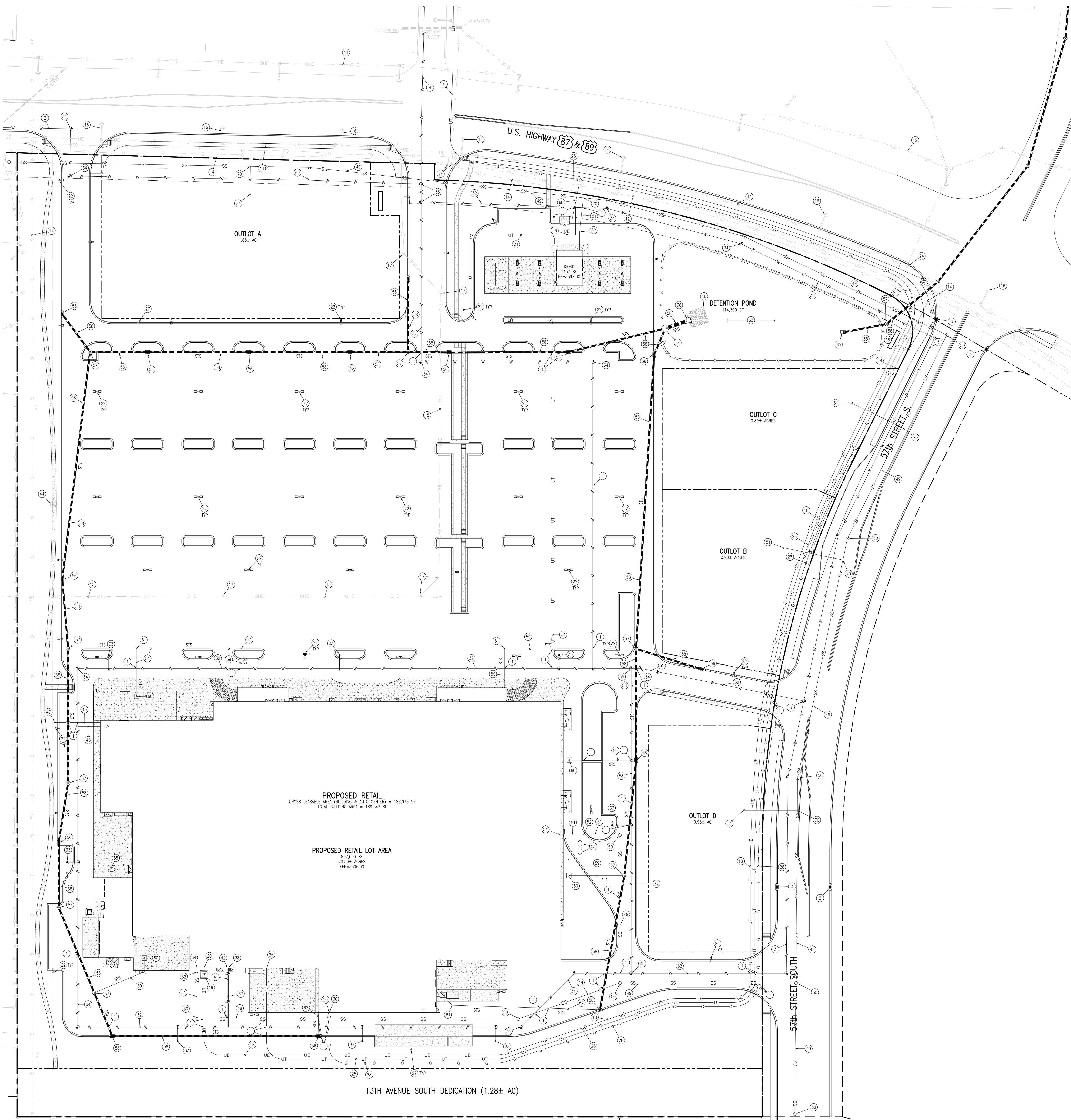
REVISIONS	BY

**Galloway**  
Planning, Architecture, Engineering  
6162 S. Wilcox Drive, Suite 320  
Great Falls, Montana 59403  
505.770.8888  
505.770.8889  
www.gallowayinc.com

**PROPOSED RETAIL  
SWC 10TH AVENUE SOUTH & 57TH STREET SOUTH  
GREAT FALLS, MONTANA**

**DRAWN  
R02  
CHECKED  
JES  
DATE  
FEBRUARY 12, 2014  
SCALE  
1"=50'  
JOB No.  
007199  
SHEET**

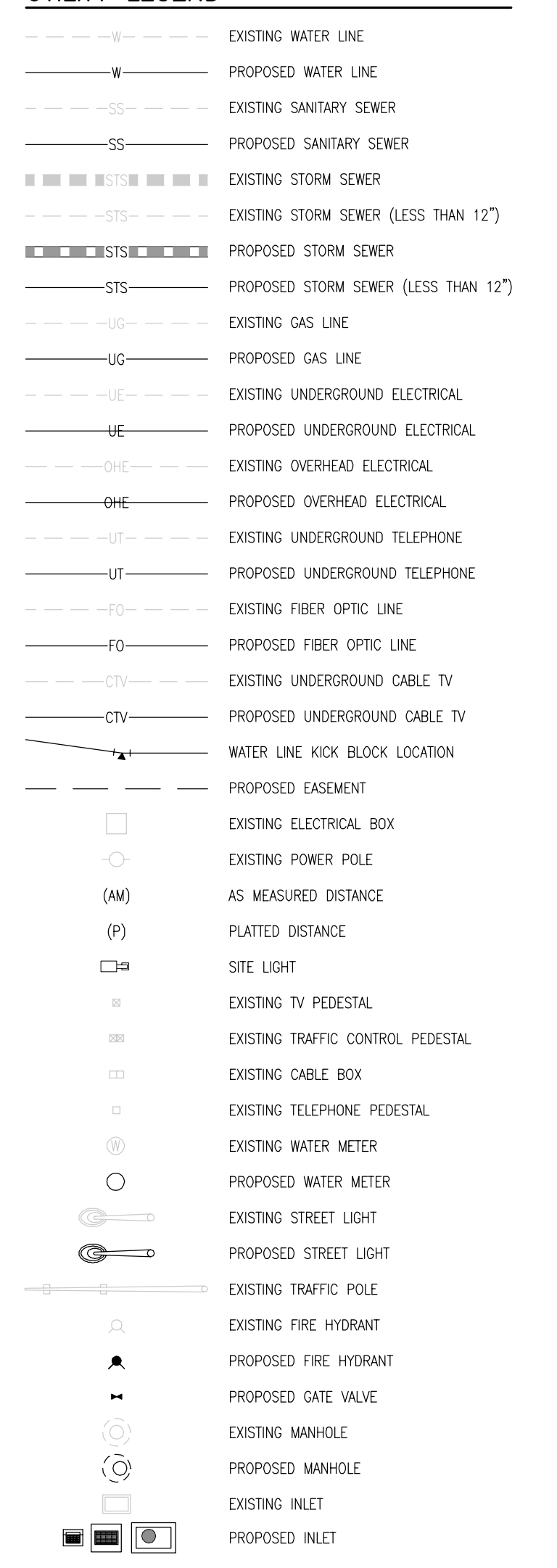
**3**



**SCHEDULE**

1. CAUTION - UTILITY CROSSING - CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF CROSSING UTILITIES PRIOR TO CONSTRUCTION.
2. UTILITY IMPROVEMENTS WITHIN 10TH AVENUE SOUTH; REFERENCE OFFSITE PLANS.
3. UTILITY IMPROVEMENTS WITHIN 57th STREET SOUTH; REFERENCE OFFSITE PLANS.
4. UTILITY IMPROVEMENTS WITHIN 54TH STREET SOUTH; REFERENCE OFFSITE PLANS.
5. EXISTING WATER PIPE TO REMAIN.
6. EXISTING SANITARY SEWER PIPE TO REMAIN.
7. EXISTING SANITARY SEWER MANHOLE TO REMAIN.
8. EXISTING STORM SEWER PIPE TO REMAIN.
9. EXISTING STORM SEWER STRUCTURE TO REMAIN.
10. EXISTING UNDERGROUND TELEPHONE LINE TO REMAIN.
11. EXISTING UNDERGROUND ELECTRIC LINE TO BE RELOCATED.
12. EXISTING UNDERGROUND ELECTRIC LINE TO REMAIN.
13. EXISTING OVERHEAD ELECTRIC LINE TO REMAIN.
14. EXISTING UNDERGROUND GAS LINE TO REMAIN.
15. EXISTING OVERHEAD ELECTRIC LINE TO BE REMOVED.
16. EXISTING UTILITY POLE TO BE RELOCATED.
17. EXISTING UTILITY POLE TO BE REMOVED.
18. PROPOSED CONDUIT FOR PRIMARY ELECTRICAL SERVICE, INSTALL JUNCTION BOXES AS REQUIRED BY UTILITY COMPANY.
19. PROPOSED ELECTRIC TRANSFORMER AND TRANSFORMER PAD.
20. PROPOSED CONDUIT FOR SECONDARY ELECTRICAL SERVICE LINE.
21. PROPOSED METER CABINET; REFERENCE ARCH. PLANS.
22. PROPOSED SITE LIGHT; REFERENCE SITE AND PHOTOMETRIC PLANS.
23. ELECTRICAL SERVICE BUILDING ENTRY; REFERENCE ARCH. PLANS.
24. EXISTING UTILITY BOX TO BE RELOCATED.
25. PROPOSED CONDUIT FOR TELEPHONE SERVICE, INSTALL HAND HOLES AS REQUIRED BY UTILITY COMPANY.
26. TELEPHONE SERVICE BUILDING ENTRY; REFERENCE ARCH. PLANS.
27. EXISTING UTILITY BOX TO BE REMOVED.
28. PROPOSED GAS SERVICE LINE.
29. PROPOSED GAS METER; REFERENCE ARCH. PLANS.
30. GAS SERVICE BUILDING ENTRY; REFERENCE ARCH. PLANS.
31. PROPOSED TELEPHONE SERVICE FOR KIOSK.
32. PROPOSED WATER MAIN PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS.
33. PROPOSED FIRE HYDRANT, LATERAL, GATE VALVE, TEE, AND THRUST BLOCK PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS.
34. PROPOSED BEND WITH CONCRETE THRUST BLOCK PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS.
35. PROPOSED TEE WITH CONCRETE THRUST BLOCK PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS.
36. PROPOSED FLARED END SECTION.
37. PROPOSED FIRE SERVICE LINE.
38. FIRE SERVICE BUILDING ENTRY; REFERENCE ARCH. PLANS, FIRE SERVICE BACKFLOW PREVENTER INTERNAL TO BUILDING.
39. PROPOSED BUILDING MOUNTED FIRE DEPARTMENT CONNECTION (FDC); REFERENCE ARCH. PLANS FOR EXACT LOCATION.
40. PROPOSED RIP RAP PAD.
41. PROPOSED DOMESTIC WATER SERVICE LINE PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS.
42. DOMESTIC WATER SERVICE BUILDING ENTRY, BACKFLOW PREVENTER INTERNAL TO BUILDING; REFERENCE ARCH. PLANS.
43. PROPOSED DOMESTIC WATER METER WALK PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS.
44. EXISTING CONCRETE WATER CISTERN TO BE REMOVED.
45. 2" IRRIGATION LINE TO IRRIGATION POINT OF CONNECTION; REFERENCE ARCH. PLANS.
46. PROPOSED (2) 1-INCH CONDUITS FOR IRRIGATION CONTROLLER; REFERENCE ARCH. PLANS.
47. PROPOSED IRRIGATION CONTROLLER LOCATION; REFERENCE IRRIGATION PLANS.
48. PROPOSED 2" IRRIGATION SERVICE TO BUILDING.
49. PROPOSED SANITARY SEWER MAIN PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS.
50. PROPOSED SANITARY SEWER MANHOLE PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS.
51. PROPOSED SANITARY SEWER SERVICE LINE PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS.
52. PROPOSED SANITARY SEWER CLEANOUT PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS.
53. PROPOSED GREASE INTERCEPTOR; REFERENCE ARCH. PLANS.
54. SANITARY SEWER SERVICE BUILDING ENTRY; REFERENCE ARCH. PLANS.
55. PROPOSED OIL INTERCEPTOR; REFERENCE ARCH. PLANS.
56. PROPOSED STORM SEWER INLET PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS; REFERENCE STORM SEWER PLAN AND PROFILES.
57. PROPOSED STORM SEWER MANHOLE PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS; REFERENCE STORM SEWER PLAN AND PROFILES.
58. PROPOSED STORM SEWER PIPE PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS; REFERENCE STORM SEWER PLAN AND PROFILES.
59. PROPOSED ROOF DRAIN; REFERENCE STORM SEWER PLAN AND PROFILES AND ARCH. PLANS.
60. PROPOSED SPHONIC MANHOLE FOR ROOF DRAIN CONNECTION; REFERENCE ARCH. PLANS.
61. PROPOSED WYE WITH CLEANOUT; REFERENCE STORM PLAN AND PROFILES.
62. PROPOSED TRUCKWELL DRAIN TO BE CONNECTED TO STORM SEWER SYSTEM; REFERENCE ARCH. PLANS.
63. PROPOSED DETENTION POND.
64. PROPOSED DETENTION POND INLET STRUCTURE.
65. PROPOSED DETENTION POND OUTLET STRUCTURE.
66. PROPOSED 1.25" WATER SERVICE TO KIOSK.
67. PROPOSED 4" SANITARY SEWER SERVICE TO KIOSK.
68. PROPOSED ELECTRICAL SERVICE FOR KIOSK.
69. INSTALL JOINT AT WATER MAIN PIPE DEFLECTION.
70. INSTALL SEWER SERVICE CONNECTION PER CITY OF GREAT FALLS STANDARDS AND SPECIFICATIONS.

**UTILITY LEGEND**



**UTILITY NOTES**

1. ALL UTILITIES AND WORK SHALL BE IN ACCORDANCE WITH CITY OF GREAT FALLS STANDARDS.
2. ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
3. CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
4. SANITARY SEWER PIPE SHALL BE AS FOLLOWS:  
 4" PVC SDR35 PER ASTM D3034  
 6" PVC SDR35 PER ASTM D3034
5. WATER LINES SHALL BE AS FOLLOWS:  
 CULINARY SERVICE LATERALS:  
 - ALL LATERALS TO BE TYPE K COPPER PIPING  
 WATER MAIN LINES AND FIRE LINES:  
 - ALL WATER LINES TO BE RELAYWELD CHLORIDE (PVC) C-900 R-14 CLASS 305  
 - STUB LINES TO FIRE HYDRANTS SHALL BE CLASS 52 DUCTILE IRON PIPE
6. MINIMUM TRENCH WIDTH SHALL BE THE HORIZONTAL OUTSIDE DIAMETER OF THE PIPE PLUS 2 FEET.
7. ALL WATER JOINTS ARE TO BE MECHANICAL JOINTS WITH THRUST BLOCKING AS CALLED OUT IN SPECIFICATIONS.
8. ALL UTILITIES SHOULD BE KEPT TEN FEET (10') AWAY (PARALLEL) OR WHEN CROSSING 18" VERTICAL CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE) WHENEVER POSSIBLE OR UNLESS OTHERWISE SPECIFIED.
9. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 4" COVER ON ALL SANITARY SEWER SERVICE LINES.
10. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 6"-6" COVER ON ALL WATER LINES.
11. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE SANITARY LINE SHALL BE QUOTED IRON PIPE WITH MECHANICAL JOINTS AT LEAST 10 FEET ON BOTH SIDES OF CROSSING. THE WATER LINE SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE THRUST BLOCKING AS REQUIRED TO PROVIDE A MINIMUM OF 18" CLEARANCE, MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI 21.11 (AWWA C-151) (CLASS 50).
12. UNDERGROUND UTILITIES SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
13. TOPS OF EXISTING MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH PROPOSED PAVEMENT ELEVATIONS, AND TO BE ONE FOOT ABOVE FINISHED LANDSCAPE ELEVATIONS WITH WATER TIGHT LIDS.
14. EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
15. REFER TO ARCH. PLANS FOR TIE-IN OF ALL UTILITIES INTO BUILDING.
16. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
17. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES. THIS AND THE FINAL CONNECTIONS OF THE SERVICE SHALL BE COMPLETED AT LEAST 30 DAYS PRIOR TO STORE POSSESSION.
18. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
19. REFER TO BUILDING PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
20. FIRE SERVICE BACKFLOW PREVENTER LOCATED INSIDE BUILDING.

**CAUTION - NOTICE TO CONTRACTOR**

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2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITIES, EITHER THROUGH POT-HOLES OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

**BENCHMARK**

SITE BENCHMARK #1:  
 TOP OF THE HEAD OF A 300# GALVANIZED SPIKE, 6" LONG, DRIVEN 5" INTO THE EAST SIDE OF A POWER POLE DESIGNATED #A-25, APPROXIMATELY 1.5' ABOVE THE GROUND AT LATITUDE N 47° 29' 31.71655", LONGITUDE W 111° 12' 14.35445" (NAD 83), ELEVATION: 3486.24 (NAVD 83)

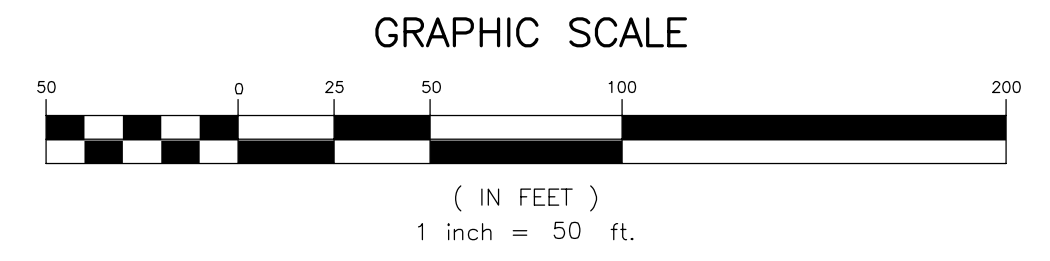
SITE BENCHMARK #2:  
 4" X 4" PAINTED TARGET ON THE SOUTHWEST SIDE OF A CONCRETE FOUNDATION UNDER MOUNT STREET LIGHT POLE #40. CONCRETE IS FLUSH WITH THE SURROUNDING SURFACE. MARK IS AT LATITUDE N 47° 29' 34.40257", LONGITUDE W 111° 12' 59.89445", ELEVATION: 3486.10 (NAVD 83)

**BASIS OF BEARING**

WEST LINE SECTION IS FROM THE "EAST GREAT FALLS RETAIL CENTER ADDITION TO THE CITY OF GREAT FALLS," 10 011 27' 27" W BASED ON TRUE NORTH FROM GPS OBSERVATIONS AND GEODETIC POSITIONING FROM MAULSTROM GPS CONTROL & CALIBRATION NETWORK WITH A BASE POINT AT LATITUDE N 47° 30' 00.02098" & LONGITUDE W 111° 11' 58.84117" (NAVD83). ALL BEARINGS SHOWN ON THIS SURVEY ARE TRANSVERSE MERIDIAN PROJECTION GRID BEARINGS FROM A RANDOM XY COORDINATE SYSTEM PROJECTED NEAR THE CENTER OF THE SITE.

CALL UTILITY NOTIFICATION CENTER FOR MONTANA  
**1-800-424-5555**  
 CALL 5 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

**UTILITY PLAN**



REVISIONS	BY

**Galloway**  
 Planning, Architecture, Engineering  
 6162 S. Wilcox Drive, Suite 320  
 Great Falls, Montana 59403  
 406.770.8888  
 406.770.8888 F  
 www.gallowayinc.com

**PROPOSED RETAIL  
 SWC 10TH AVENUE SOUTH & 57TH STREET SOUTH  
 GREAT FALLS, MONTANA**

DRAWN	
REV	
CHECKED	
JES	
DATE	
FEBRUARY 12, 2014	
SCALE	
1"=50'	
JOB No.	
007199	
SHEET	
<b>4</b>	



Ordering Number Logic  
Evolve™ LED Scalable Area Light (EAS)

Ordering Number Logic diagram showing a flowchart from Product Code to Options. Includes a table with columns: SYMBOL, QTY, LABEL, ARRANGEMENT, DESCRIPTION, WATTS, LUMENS. Also includes a table for 'LUMINAIRE SCHEDULE' with columns: SYMBOL, QTY, LABEL, ARRANGEMENT, DESCRIPTION, WATTS, LUMENS.

MANUFACTURER SPECIFICATION SHEET FOR SITE FIXTURES

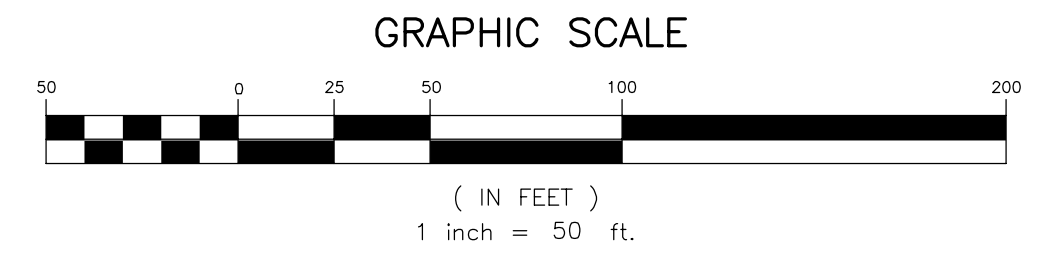
Crossover™  
SMART™ ENERGY SAVING FEATURES

Technical specifications for the Crossover SMART™ LED canopy light. Includes sections for: HOUSING, LEADS, DRIVER CURRENT, OPTICS/DISTRIBUTION, OPTICAL INTENSITY, PRESSURE STABILIZING VENT, HAZARDOUS LOCATION, DRIVER, FINISH, TEMPERATURE CLASSIFICATION, GAS GROUPS, SHIPPING WEIGHT, EXPECTED LIFE, and INSTALLATION. Includes a table for 'LIGHT OUTPUT - CRU'.

MANUFACTURER SPECIFICATION SHEET FOR CANOPY FIXTURE

LUMINAIRE SCHEDULE table with columns: SYMBOL, QTY, LABEL, ARRANGEMENT, DESCRIPTION, WATTS, LUMENS. Includes a table for 'CALCULATION SUMMARY' with columns: LABEL, AVG, MAX, MIN, AVERAGE.

PHOTOMETRIC PLAN



PROPOSED RETAIL  
SWC 10TH AVENUE SOUTH & 57TH STREET SOUTH  
GREAT FALLS, MONTANA

DRAWN  
CHECKED  
DATE  
FEBRUARY 12, 2014  
SCALE  
JOB No.  
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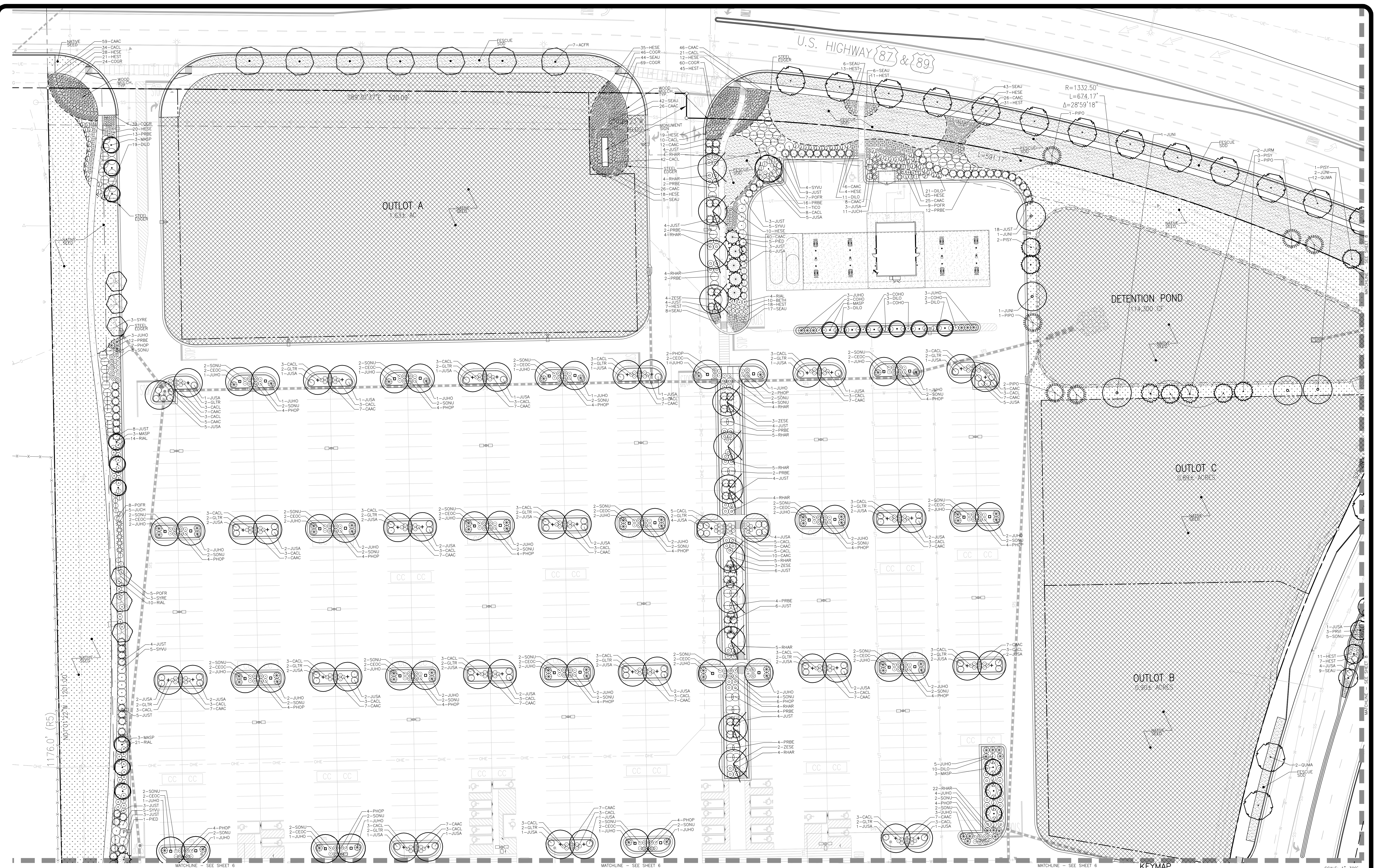


REVISIONS	BY

**Galloway**  
 Planning, Architecture, Engineering  
 6162 S. Wilcox Drive, Suite 320  
 Littleton, Colorado 80120  
 303.770.8880  
 www.gallowayinc.com

**PROPOSED RETAIL**  
**SWC 10TH AVENUE SOUTH & 57TH STREET SOUTH**  
**GREAT FALLS, MONTANA**

DRAWN: JMW  
 CHECKED: JMW  
 DATE: FEBRUARY 12, 2014  
 SCALE: 1"=30'  
 JOB No.: 007199  
 SHEET: 7



**PLANTING LEGEND** (SEE SHEET 8 FOR PLANTING QUANTITIES, SIZES, AND WATER REQUIREMENTS)

SYMBOL	BOTANIC NAME	COMMON NAME
○	ACFR	ACER X FREEMANNI 'JEFFSPRED'
○	GLTR	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'
○	JUNJ	JUGLANS NIGRA
○	TICO	TILIA CORDATA 'GREENSPIRE'
○	QUAM	QUERCUS MACROCARPA
○	QUEL	QUERCUS ELLIPSOIDALIS
○	CEOC	CELTIS OCCIDENTALIS
○	ZESE	ZELKOVA SERRATA 'GREEN VASE'
○	ACFR	AUTUMN BLAZE MAPLE
○	GLTR	SHADEMASTER LOCUST
○	JUNJ	BLACK WALNUT
○	TICO	BURBUSH LINDEN
○	QUAM	GREEN OAK
○	QUEL	NORTHERN PIN OAK
○	CEOC	WESTERN HICKBERRY
○	ZESE	GREEN VASE ZELKOVA

SYMBOL	BOTANIC NAME	COMMON NAME
○	CACL	CARYOPTERIS CLANDONENSIS
○	BETH	BERBERIS THUNBERGII 'ATROPURPUREA NANA'
○	COHO	COTONEASTER HORIZONTALIS
○	DILO	DIERVALIA LONICERA
○	PHOP	PHYSCARPUS OPHIOPOLUS 'DONNA MAY'
○	POFR	POTENTILLA FRUTICOSA 'GOLDFINGER'
○	PRBE	PRUNUS BESSEYI 'PAWNEE BUTTES'
○	RHGL	RHUS GLABRA 'GISMONTANA'
○	RHAR	RHUS AROMATICA 'GRO-LOW'
○	RIAL	RIBES ALPINUM
○	SYVU	SYRINGA VULGARIS
○	JUHO	JUNIPERUS CHINENSIS 'PRITZERIANA COMPACTA'
○	JUSA	JUNIPERUS SABINA 'BUFFALO'
○	JUST	JUNIPERUS SABINA 'TAMARISCIFOLIA'
○	JUHO	JUNIPERUS HORIZONTALIS 'WILTONI'

SYMBOL	BOTANIC NAME	COMMON NAME
○	CAAC	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'
○	HESE	HELICTOTRICHON SEMPERVIRENS
○	HEST	HEMEROCALLIS 'STELLA D'ORO'
○	SONU	SORGHASTRUM NITANS
○	SEAU	SEDUM 'AUTUMN JOY'
○	COGR	COREOPSIS GRANDIFLORA 'SUNRAY'
○	CAAC	KARL FOERSTER FEATHER REED GRASS
○	HESE	BLUE OAT GRASS
○	HEST	STELLA D'ORO DAYLILY
○	SONU	INDIAN GRASS
○	SEAU	AUTUMN JOY SEDUM
○	COGR	BAMB SUN DWARF COREOPSIS

**CALL UTILITY NOTIFICATION CENTER FOR MONTANA**  
**1-800-424-5555**  
 CALL 5 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

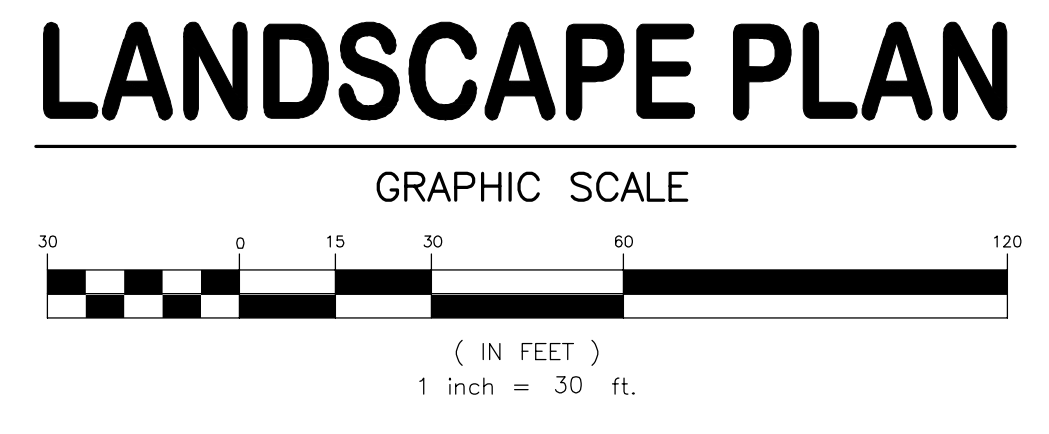






EXHIBIT J - DRAFT IMPROVEMENT AGREEMENT

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**IMPROVEMENT AGREEMENT  
AND LARGE FORMAT RETAIL STORE AGREEMENT  
FOR THE  
EAST GREAT FALLS RETAIL CENTER**

This IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_ day of March, 2015, by and between the City of Great Falls, a Montana municipal corporation (the "City"), and \_\_\_\_\_, a Delaware statutory trust (the "Owner") of Lot 1, Block 1 of the East Great Falls Retail Center Addition (the "Development"). The date written above shall be the date of the parties' mutual execution on this Agreement.

**RECITALS**

WHEREAS, execution of this Agreement is authorized by 17.68.040, et seq. of the Official Code of the City of Great Falls (the "OCCGF");

WHEREAS, the provisions for a large format retail store agreement and potential for an adaptive reuse plan that is incorporated herein are required by 17.20.5.040 of the OCCGF;

WHEREAS, the parties desire to build upon and implement the Annexation Agreement, executed on September 6, 2005 and recorded on July 30, 2007 (Cascade County Recorder No. R0154795) and attached as Exhibit A, which requires that certain improvements be made as a condition of annexation;

WHEREAS, the parties desire to set forth in detail when and in accord with what plans and standards the Owner shall construct or install the required improvements in the Development; identify those required improvements by incorporating the approved plans for the Development into this Agreement; establish how the Owner will guarantee that the promised improvements are made in a timely manner; provide for the inspection and warranty of the required improvements before they are accepted by the City; establish how necessary changes in the plans upon which this Agreement is based will be submitted for review and approval by the City; provide for the Development's continuing participation in the maintenance of certain improvements via annual charges established by this agreement; and provide for the reimbursements to the Owner when adjoining properties that benefit from improvements made by the Owner are developed;

WHEREAS, this Development occupies the area described by the Amended Plat of Lot 1, Block 1, of the East Great Falls Retail Center Addition in the NW 1/4 of Section 15, Township 20 North, Range 4 East, P.M.M. in the City of Great Falls, Cascade County, Montana (the "Property") and legally described in Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, the Development was approved by the Great Falls City Commission on January \_\_, 2015, including the lots shown on that amended plat and the adjoining rights-of-way within which improvements will be made.

Now, therefore, the parties hereto agree as follows:

## AGREEMENT

**Section 1.** *The Property.* The Property is legally described in Exhibit B.

A. *Zoning.* The Property is zoned General Commercial (“C-2”) pursuant to the Zoning Map and Land Development Code.

**Section 2.** *The Development.* The Development is for the use, subdivision and development of the Property as five lots (Lot 1-A, 1-B, 1-C, 1-D and 1-E) with a Large Format Retail Store and a fuel station with landscaping, fixtures and associated improvements on Lot 1-E as established by the Design Review Board approvals made on April 28, 2014 and October 27, 2014, Amended Plat titled \_\_\_\_\_ and approved by the City Commission on March \_\_, 2015 and a conditional use permit \_\_\_\_\_ approved by the City Commission on March \_\_, 2015 and attached hereto as Exhibit C, Exhibit D and Exhibit E, respectively, and incorporated by reference, as such approvals may be amended in the future (collectively, the “Approvals”).

**Section 3.** *Definitions.* As used in this Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in 17.8.120 of the OCCGF, except:

A. “Administrator” shall mean the City Manager or his or her designee.

B. “Certificate of Occupancy” shall mean either a certificate issued after inspections by the City authorizing the Owner to use a specified building, or the final inspection if a formal certificate is not issued. Certificate of Occupancy does not include a temporary certificate or authorization allowing limited occupancy of the building for purposes of stocking and preparation but not including occupancy by the general public.

**Section 4.** *Development is a Private Undertaking.* It is agreed among the parties that the Development is a private development and that the City has no interest therein except as authorized in the exercise of its governmental function.

**Section 5.** *Development Under this Agreement.* The Development will be developed under the jurisdiction of the City pursuant to the terms of this Agreement and the Approvals. The Approvals show two types of improvements that are required for this Development:

A. Private on-site improvements, which are addressed in **Section 8**; and

B. Public off-site improvements, which are addressed in **Section 9**.

**Section 6.** *Outlots.* The parties recognize that Development creates five lots, but that this Agreement applies primarily to the development of Lot 1-E. Separate improvement agreements will be required before development is permitted on Lots 1-A, 1-B, 1-C, and 1-D (the “Outlots”). The Owner acknowledges and agrees that there will be no direct access from the adjoining public streets to the Outlots; circulation to the Outlots will be internal to the Property. The Owner acknowledges, until an Outlot is conveyed or the Owner applies for permits to develop an Outlot or a new improvement agreement is executed, the Owner shall have the following obligations for the Outlots:



**A.** *Dust Control.* The Owner is responsible for dust control in accord with the dust control plan required by the Approvals.

**B.** *Stabilization.* The Owner is responsible for vegetative stabilization shown on the Approvals and plans incorporated therein, and for continuing maintenance of vegetation, including mowing and reseeding as necessary.

**C.** *Litter Control.* The Owner is responsible for the prompt removal of litter. “Prompt” as the term is used in this subsection shall mean weekly inspection of the Outlots and at such times removal of such litter and refuse that may accumulate.

**D.** *Construction Staging.* The Outlots may be used for construction staging while Lot 1-E is being developed provided that dust is controlled as required by **Section 6.A**; and that all construction equipment, materials, and debris are removed; and the Outlots stabilized as required by **Section 6.B**, before a Certificate of Occupancy for the work on Lot 1-E is issued.

**E.** *Other Uses.* Each Outlot may be used for snow storage until a Certificate of Occupancy for the work on the respective Outlot has been issued. Except as where permitted as a temporary use approved by the City pursuant to the Land Development Code, the Outlots may not be used for any other type of storage or any other activities associated with the use of Lot 1-E.

**Section 7.** *Vested Rights.* This Agreement and the Approvals by the City on which it is based create a vested right that protects the Development and the Owner from any changes in the OCCGF that may occur during development, including but not limited to the Growth Policy, Zoning Map, Land Development Code, the Stormwater Manual and the Southeast Great Falls Wastewater Master Plan. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Development described herein, the Owner is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Owner and may not be changed or modified by the City, except as expressly consented by the Owner. Changes to the Development that are proposed after the City issues a Certificate of Occupancy for the Development must comply with the then current OCCGF, unless such changes are approved pursuant to **Section 13** below.

**Section 8.** *Required Private Improvements.* Private improvements shall be owned, installed, and maintained by the Owner. The private improvements that are required for compliance with the OCCGF and the conditions of approval imposed on this Development are shown on the Approvals that are incorporated into this Agreement by **Section 5**, above, and summarized in **Table 1**. All private improvements shown on the approved plans and in **Table 1** must be in place and inspected for compliance with the approved plans, the conditions of approval, and the OCCGF before a Certificate of Occupancy for the Development is issued.

**A.** *Landscaping Conditional Certificate of Occupancy.* The parties recognize that successful installation of landscaping for the Development is not possible in all seasons. The City may issue a Conditional Certificate of Occupancy (“CCO”) that

permits installation of landscaping at an appropriate time within 12 months after the completion, inspection, and approval of the other required improvements necessary to obtain a Certificate of Approval for the Development. If the Owner requests a CCO, it shall provide the City with cash in escrow, a performance bond, an irrevocable letter of credit, or another form of security acceptable to the Administrator in an amount sufficient for the City to contract for and complete the landscaping if the Owner fails to do so within the time allowed by the CCO.

**Table 1 – Required Private Improvements Summary**

This table is a summary; the Approvals as set forth in Section 2 shall control.

ON-SITE	Quantity	Unit
<b>Water</b>		
8" PVC C-900	3,500	LF
6" PVC C-900	200	LF
3" PVC C-900	75	LF
1-1/4" Type K Copper pipe	70	LF
Backflow Preventer	1	EACH
Water Meter	1	EACH
Fire Hydrant	8	EACH
8" Gate Valve with valve box	12	EACH
Tee	6	EACH
Bends/Elbows	8	EACH
Thrust Block	14	EACH
<b>Sanitary Sewer</b>		
8" PVC SDR-35	939	LF
6" PVC SDR-35	400	LF
4" PVC SDR-35	59	LF
Manholes	4	EACH
<b>Storm Sewer</b>		
8" PVC pipe	700	LF
10" PVC pipe	200	LF
12" PVC pipe	500	LF
15" RCP pipe	700	LF
18" RCP pipe	900	LF
24" RCP pipe	450	LF
30" RCP pipe	250	LF
48" RCP pipe	300	LF
Manholes & Inlets	25	EACH
Pond Inlet Structure	1	EACH
Pond Outlet Structure	1	EACH
<b>Paving</b>		
Asphalt	46,283	SY
Concrete	1,500	SY

Curb & Gutter	9,500	LF
<b>Landscaping</b>		
Island/Perimeter Landscaping	70,000	SF
Hydroseed	170,000	SF
Irrigation System	240,000	SF
<b>Lighting</b>		
Parking Lot Lighting	45	EACH

**Section 9. Required Public Improvements.** Public improvements shall be installed by the Owner or by the City at the Owner's expense as provided for in **Section 10**, and owned and maintained by the City or another public agency, including but not limited to the Montana Department of Transportation as provided for in **Section 12**. The public improvements that are required for compliance with the OCCGF and the Approvals imposed on this Development are shown on the approved plans that are incorporated into this Agreement in **Section 5**, and summarized in **Table 2**. Except as provided for in this subsection, all public improvements shown on the approved plans must be in place, inspected for compliance with the approved plans, the conditions of approval, and the OCCGF, and accepted for City or State maintenance before a Certificate of Occupancy for this Development is issued and securities required by **Section 10** are released.

**Table 2 – Required Public Improvements Summary**

This table is a summary; the Approvals as set forth in **Section 2** shall control.

OFFSITE	Quantity	Unit	Unit Cost	Total
<b>57th Street</b>				
Asphalt	9,300	SY	\$32.00	\$297,600.00
Curb & Gutter	4,150	LF	\$18.00	\$74,700.00
12" Water Main	825	LF	\$64.00	\$52,800.00
8" Sanitary Main	1,005	LF	\$46.00	\$46,230.00
Manhole	5	EACH	\$4,000.00	\$20,000.00
Sidewalk	1,100	SY	\$34.00	\$37,400.00
Curb Inlet	4	EACH	\$3,500.00	\$14,000.00
Manhole	4	EACH	\$3,500.00	\$14,000.00
24" RCP pipe	900	LF	\$69.00	\$62,100.00
36" RCP pipe	700	LF	\$92.00	\$64,400.00
Landscaping	8,300	SF	\$2.25	\$18,675.00
Irrigation	8,300	SF	\$1.25	\$10,375.00
Striping	1	Lump Sum	\$10,000.00	\$10,000.00
<b>10th Avenue</b>				
Asphalt	2,800	SY	\$32.00	\$89,600.00
Curb & Gutter	900	LF	\$18.00	\$16,200.00
12" Water Main	1,420	LF	\$64.00	\$90,880.00
12" Water Main (within easement along northern property boundary)	1,190	LF	\$64.00	\$76,160.00

8" Sanitary Main (within easement along northern property boundary)	1,205	LF	\$46.00	\$55,430.00
Manhole	4	EACH	\$4,000.00	\$16,000.00
Sidewalk	700	SY	\$34.00	\$23,800.00
Curb Inlet	6	EACH	\$3,500.00	\$21,000.00
24" RCP pipe	400	LF	\$69.00	\$27,600.00
30" RCP pipe	800	LF	\$80.00	\$64,000.00
36" RCP pipe	100	LF	\$92.00	\$9,200.00
Manholes	3	EACH	\$3,500.00	\$10,500.00
<b>54th Street</b>				
Asphalt	450	SY	\$32.00	\$14,400.00
12" Water Main Boring	100	LF	\$250.00	\$25,000.00
12" Water Main	335	LF	\$64.00	\$21,440.00
<b>Traffic Improvements</b>				
Signal at 57th Street and 10th Avenue	1	Lump Sum	\$300,000.00	\$300,000.00
Turn Lane Modifications	3	EACH	\$20,000.00	\$60,000.00

**Section 10. Security for Public Improvements.** The Owner shall, upon the execution of this Agreement and before any permits for construction are approved, provide the City with cash in escrow, a performance bond, an irrevocable letter of credit, or another form of security acceptable to the Administrator in an amount equal to 130% of the costs of required public improvements shown in **Table 2**. This will allow the City to contract for and complete the required improvements if the Owner fails to do so. The security shall be returned or released upon acceptance of the required public improvements and issuance of a Certificate of Approval for the Development, except as follows:

- A. Warranty.** A portion of the required security will be retained by the City during the warranty period for the required public improvements, as described in **Section 17**.

**Section 11. Sanitary Sewer.** As provided in **Exhibit A**, the parties agree that the Annexation Agreement requires certain public improvements, including a sanitary sewer extension from the 9<sup>th</sup> Avenue South and 54<sup>th</sup> Street to the south boundary of the Property ("Northern Sewer Connection"). The City has adopted an updated master plan for the sewer system with the vicinity of the Property. These improvements are generally described in the Southeast Great Falls Wastewater Master Plan as approved May 2014 and incorporated herein as **Exhibit F** and provide for certain off-site sewer improvements to the west of the Property ("Western Sewer Connection").

- A. Owner Construction.** In accordance with the Annexation Agreement, Owner shall construct the Northern Sewer Connection, subject to the City's option to construct the Western Sewer Connection, as set forth below.

- B. Optional City Construction.** The City may elect to construct the Western Sewer Connection in a manner and according to a schedule that provides timely sanitary

sewer service for the Development, as set forth below, in exchange for a payment of \$\_\_\_\_\_ (“Sewer Contribution”) by the Owner. The Sewer Contribution shall be contingent on the following:

i. The City shall provide the Owner with written notice of its intention to undertake construction of the Western Sewer Connection, together with a work schedule for the completion of such construction (“Construction Notice”) by February 16, 2015 (“Construction Notice Date”). The Construction Notice shall include the following:

- a. Schematic design drawings for the Western Sewer Connection;
- b. A complete engineer’s cost estimate for the Western Sewer Connection;
- c. Evidence that all easements, licenses and other third-party rights necessary for the completion of the Western Sewer Connection have been obtained;
- d. Evidence that all permits necessary for the completion of the Western Sewer Connection have been applied for and that the City is diligently undertaking commercially reasonable efforts to obtain the same, including all necessary approvals from the Montana Department of Environmental Quality (“MDEQ”);
- e. Evidence that all funds necessary for the completion of the Western Sewer Connection have been irrevocably committed and are available to allow completion of the project in accordance with the project schedule;
- f. A project schedule for the Western Sewer Connection project that demonstrates that the project can and is likely to be completed within a time frame that allows opening of the Development for business no later than \_\_\_\_\_, 2015.

ii. If City fails to provide the Construction Notice by the Construction Notice Date, Owner shall complete construction of the Northern Sewer Connection as provided above.

iii. Owner shall review the Construction Notice and the materials provided in connection therewith. If Owner determines, in its sole discretion, that the Western Sewer Connection project can and is likely to be completed within a time frame that allows opening of the Development for business no later than \_\_\_\_\_, 2015, then Owner may notify the City in writing that Owner has elected to abandon the construction of the Northern Sewer Connection and will instead rely on the completion of the Western Sewer Connection to provide sanitary sewer service to the Development (“Owner’s Election Notice”). In such event, Owner shall be obligated to pay the City the sum of \$\_\_\_\_\_ in satisfaction of Owner’s fair share of the cost of the Western Sewer Connection (“Sewer Contribution”). The Sewer Contribution shall be due and payable by Owner to the City within thirty (30) days of the date of Owner’s Election Notice. If Owner

does not provide Owner's Election Notice, then Owner shall complete construction of the Northern Sewer Connection as provided above.

**Section 12.** *State Acceptance.* The parties understand and agree that the required public improvements on 10<sup>th</sup> Avenue North must be inspected and accepted by the Montana Department of Transportation before a Certificate of Occupancy is issued and the securities required for this Development are released.

**Section 13.** *Plan and Permit Modifications.* The City recognizes that minor modifications are often necessary as construction proceeds and the Administrator is hereby authorized to permit minor modifications to the approved final plans, as provided below in this Subsection. Such modifications shall not require an amendment to this Agreement:

**A.** *Revised Plans.* Before making changes, the Owner must submit revised plans to the Administrator for review. Failure to provide revised plans sets before the proposed change is made is a breach of this Agreement and a violation of the OCCGF. The Administrator shall review the revised plans and make a determination as to the nature of the requested modification within fifteen (15) days from receipt subject to the following standards:

**i.** *Dimensional Changes.* The Administrator may permit minor dimensional changes provided that they do not result in a violation of the Approvals for this Development or the applicable development standards pursuant to the OCCGF as provided for in **Section 7** or qualify as a Substantial Change pursuant to **Section 13.B.**

**ii.** *Materials Changes.* The Administrator may permit substitutions for proposed building materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the approved material.

**iii.** *Public Works Changes.* The Administrator may, after consultation with and approval of the City Engineer, permit changes in the location and specifications of the required public improvements.

**B.** *Substantial Change.* Substantial changes are not permitted by this Agreement. Any change that is not a Substantial Change shall be deemed a minor change. For the purposes of this subsection, a "Substantial Change" shall include a change to the:

**i.** Approved use as provided for in the Approvals;

**ii.** Location or extent of the area proposed to be cleared, graded or otherwise disturbed by more than - 7.5 percent of the square footage of each Outlot, calculated individually;

- iii. Location, extent or design of any of the required public improvements as provided for in **Section 9**, except where a minor change is approved as provided for in **Section 13.A.iii**;
- iv. Number of lots, buildings, structures, units as provided for in the Approvals; or
- v. Size of any lot, building or structure by more than 10 percent of the gross floor area.

**Section 14.** *Maintenance of Private Improvements.* Continuing maintenance of the private improvements provided for in **Section 8** is required. Failure to maintain a required private improvement is a breach of this Agreement and a violation of the OCCGF, subject to the penalties it provides. In accordance with the OCCGF, the Owner shall provide the maintenance, including but not limited to:

A. *Landscaped Areas.* Timely irrigation; the control of invasive species, pests, and weeds; pruning; mowing; the regular removal of litter; regular removal of dead plants, trimmings and leaves; replacement plantings; and all other activities required to maintain the appearance and function of the landscaped area.

B. *Storm Water Facility.* As provided for landscaped areas by **Section 8**; annual inspection of all inlets, outlets, and other structures, followed as necessary by repair or replacement of those structures; and sediment removal, as necessary to maintain the design capacity and functioning of the facility.

C. *Parking Areas.* Regular removal of litter; snow removal and storage that results in minimal damage to landscaped areas; prompt replacement of light bulbs; repainting of stripes and other pavements markings as needed; pavement sealing, as needed; and all other activities required to maintain the appearance and function of the parking areas.

**Section 15.** *Fees.* In addition to the public improvements required in this Agreement, the Owner shall be responsible for the land use fees adopted by the City by ordinance as of the Effective Date of this Agreement as shall come due during the development process, including but not limited to: (a) storm water fees; (b) tap fees; (c) building permit fees; (d) Public Works inspection fees, and (e) Cascade County recording fees.

**Section 16.** *Annual Assessment.* The Owner shall contribute to the continuing maintenance of the landscaped median in 57<sup>th</sup> Street South by paying an annual charge of \$1,000 plus 35¢ per square foot of landscaped area. The annual charge established in this Section shall be due within thirty (30) days on each anniversary of the issuance of the Certificate of Occupancy for the Development. The amount of the annual charge will be increased by the rate of inflation, as measured by the Annual Western Region Urban Consumer Price Index maintained by the U.S. Bureau of Labor Statistics, each year. The annual charge shall terminate if the landscaped median in 57<sup>th</sup> Street South is removed.

A. *Reconciliation.* Within thirty (30) days of each anniversary of the issuance for the Certificate of Occupancy for the Development, the City shall provide an annual statement for the funds expended under this Section.

**Section 17.** *Warranties.* The Owner shall be responsible for the repair or replacement of any faults in the materials or workmanship of the required public improvements installed pursuant to **Section 9** that will be maintained by the City for a period of two years from the date those improvements are accepted for maintenance by the City (“Warranty Period”). This warranty shall be enforced by the City retaining 10% of the security required by **Section 10** for the Warranty Period. At the conclusion of the Warranty Period, the City shall release the remaining sums. The City shall provide notice to the Owner pursuant to **Section 31** within thirty (30) days of the conclusion of the Warranty Period to facilitate the timely return of any sum due.

**Section 18.** *Actual Amounts (Reconciliation).* The parties understand that the amounts shown in Table 1 may not be the actual amounts expended in the construction of the required public improvements. Furthermore, the parties understand that the actual amounts expended in Table 1 may affect the reimbursement costs shown in Table 3. Within ninety (90) days after the completion of the required public improvements, Owner or its designated representative shall furnish Administrator with a written explanation to City for expenditures based on the installed improvements and recalculation of Tables 1 and 3. If City concurs with Owner’s recalculation provided herein, Tables 1 and 3 shall be revised accordingly. If City questions such computations following receipt of such explanation, City shall give notice thereof to Owner, and Owner and City shall, within twenty (20) business days thereafter, discuss in good faith, such computation. Consistent with this Subsection, the parties shall also adjust the warranty amount required in **Section 17** to reflect the actual costs of improvements. Reconciliations authorized under this Subsection shall not be considered an amendment of this Agreement.

**Section 19.** *Site Conditions.* Pursuant to OCCGF 17.68.040, the Owner warrants that it has conducted site investigations sufficient to be aware of all natural conditions, including but not limited to flooding and expansive soils, that may affect the installation of improvements on the site and that the plans submitted account for all such conditions. The Owner indemnifies, defends and holds the City harmless for natural conditions and for any faults in its own assessment of those conditions.

**Section 20.** *Reimbursement to Developer for Improvements.* The Owner and the City agree that the public improvements required by this Agreement will result in substantial benefit to other landowners, specifically to the owners of Lot 1, Block 2 of the East Great Falls Retail Center Addition (“Lot 1, Block 2”) and legally described in **Exhibit F** by enabling or facilitating development thereof. The City will require, as a condition of approval of any development that the owners of Lot 1, Block 2 reimburse the Owner for a fair proportional share of the cost of those improvements, as shown in **Table 3**, before any permits for the subdivision of or construction on Lot 1, Block 2 shall be approved by the City. The proportional shares are based on frontage along 57<sup>th</sup> Street, as it will be constructed according to the plans submitted by the Owner. This results in shares of 52% for the owner of Lot 1, Block 1 and 48% for Lot 1, Block 2. The parties understand that the amounts shown in **Table 3** may not be the actual amounts expended. As provided by Section 18, above, **Table 3** shall be revised to reflect the actual amounts expended by the City and the Owner when the required public improvements listed



there are complete. The City's obligation hereunder shall survive the expiration of this Agreement for a period of 20 years.

**Table 3 – Reimbursements Due from Lot 1, Block 2 East Great Falls Retail Center Addition**

Estimates; Actual amounts shall be provided as set forth in Section 19.

**\*\* TO BE UPDATED \*\***

Required Public Improvements	Estimate	Reimbursement Owed by Lot 1, Block 2	Owner's Share after Reimbursement
<b>57th Street</b>			
Asphalt	\$227,200	\$109,056	\$118,144
Curb & Gutter	\$66,600	\$31,968	\$34,632
Water Main	\$46,000	\$22,080	\$23,920
Sidewalk	\$37,400	\$17,952	\$19,448
Curb Inlet	\$14,000	\$6,720	\$7,280
24" RCP pipe	\$62,100	\$29,808	\$32,292
36" RCP pipe	\$18,400	\$8,832	\$9,568
Landscaping	\$13,500	\$6,480	\$7,020
Irrigation	\$7,500	\$3,600	\$3,900
<b>10th Avenue</b>			
Asphalt	\$144,000	\$69,120	\$74,880
Curb & Gutter	\$16,200	\$7,776	\$8,424
Water Main	\$115,000	\$55,200	\$59,800
Sidewalk	\$23,800	\$11,424	\$12,376
Curb Inlet	\$21,000	\$10,080	\$10,920
24" RCP pipe	\$27,600	\$13,248	\$14,352
30" RCP pipe	\$64,000	\$30,720	\$33,280
36" RCP pipe	\$9,200	\$4,416	\$4,784
Manholes	\$10,500	\$5,040	\$5,460
<b>54th Street</b>			
Asphalt	\$54,400		\$54,400
Water Main	\$13,800		\$13,800
Sewer Main	\$32,200		\$32,200
Manholes	\$10,500		\$10,500
<b>Traffic Improvements</b>			
Signal at 57th St and 10th Ave	\$300,000	\$144,000	\$156,000
Turn Lane Modifications	\$60,000	\$28,800	\$31,200

**Section 21. Large Format Retail Store.** Pursuant to OCCGF 17.20.5.040, the Owner understands and agrees that closure of the Large Format Retail Store intended for Lot 1-E may have negative impacts on surrounding land uses and the City. If the Large Format Retail Store that will be built on Lot 1-E remains vacant for a period of more than one year from the date of its closure, the Owner shall within thirty (30) days of the anniversary date, at its sole discretion,

submit: (a) an application for a permit to demolish the building and associated improvements; or (b) an adaptive reuse plan for review and approval by the City, as provided in **Section 22.**

**A. Prohibition on Conditioning.** If the Large Format Retail Store that is intended to be constructed on Lot 1-E remains vacant for a period of more than eighteen (18) months from the date of its closure, the Owner shall not refuse to sell or lease to a competitor who is ready, willing, and able to purchase or lease the Large Format Retail Store on commercially reasonable terms acceptable to the Owner as determined in its sole discretion. During such time, the Owner shall report the status of the use and/or offering for sale of the property on a quarterly basis as set forth in Section 21.C. below. The Owner shall not impose as a condition of sale or lease of the Large Format Retail Store any restriction on the future use of the Large Format Retail Store by a competitor of the tenant occupying the Large Format Retail Store immediately prior to its closure. "Competitor" as the term is used here shall mean a prospective purchaser or lessee engaged in general sales as defined in 17.8.120 of the OCCGF. Time during which the Large Format Retail Store is closed for the purpose of renovation, or for reconstruction after casualty, shall not count as part of the one-year period noted above.

**B. Maintenance.** If the Large Format Retail Store that will be built on Lot E-1 becomes vacant, the Owner shall continue to maintain its exterior and the required private improvements in a safe, attractive, and marketable condition similar to that of other first-class shopping centers in the City and in compliance with the OCCGF. Maintenance of the required improvements shall continue as required by **Section 14.A.** Maintenance of the building exterior shall include, but is not limited to, replacing damaged or worn exterior building materials; the prompt removal of graffiti, and painting the exterior of the building as necessary to maintain its appearance and that of the surrounding area.

**Section 22.** *Adaptive Reuse Plan.* An Adaptive Reuse Plan shall provide measures and a schedule to promote the reuse of the Large Format Retail Store for one or more uses consistent with the applicable zoning. The Adaptive Reuse Plan shall include the following:

**A. Marketing.** Prepare marketing materials customary for commercial real estate at the Owner's expense and make reasonable efforts to distribute those materials to local and national retailers and developers.

**B. Signage.** Install one (1) sign located on the Property's 10<sup>th</sup> Avenue South frontage advertising the Large Format Retail Store for sale or lease (in the sole discretion of Owner). This sign will comply with the OCCGF and include contact information for the real estate broker(s) retained by the Owner, or in the event that no third party real estate broker(s) is retained, of the Owner's representative(s) who have authority to negotiate for the sale or lease of the Large Format Retail Store.

**C. Reporting.** Commencing upon the date of closure, provide written reports each fiscal quarter to the Administrator regarding the status of the marketing of the vacant Large Format Retail Store. The Owner will not be required to disclose any

information which is deemed confidential or proprietary as determined by the Owner in its sole discretion.

**D. Cooperation.** Cooperate with the City and the Great Falls Development Authority, as reasonably requested, in the marketing of the Large Format Retail Store; and

**E. Consultation.** Consult with the Administrator regarding other commercially reasonable actions that the City deems necessary to address the fact the Large Format Retail Store on Lot E-1 has remained vacant. Any and all actions developed as a result of such consultation shall be mutually agreed upon in writing prior to incorporation in the Adaptive Reuse Plan.

**Section 23.** *Term of Agreement.* The term of this Agreement, including but not limited to the vesting described in **Section 7**, shall apply for -three (3) years from the Effective Date, or when the Development has been fully developed and, except for the post-termination obligations provided for in **Section 22.A**, all of the Owner's obligations in connection therewith are satisfied as determined by the City. The Administrator's signature on this Agreement shall follow within five (5) days of the City Commission's final action on the Approvals.

**A.** The Owner's obligations pursuant to **Sections 14, 16, and 21** shall survive the expiration of this Agreement. The City's obligations pursuant to **Section 20** shall survive the expiration of this Agreement.

**Section 24.** *Right to Terminate.* Owner shall have the right to terminate this agreement, and all rights and obligations of Owner hereunder, immediately upon written notice to the City (the "Termination Notice") at any time prior to the commencement by Owner of construction work on the Development. The Termination Notice shall constitute a request by Owner to the City that the building permits for the Project be rescinded. Nothing herein shall obligate Owner to construct or operate the Development.

**Section 25.** *Effect of Agreement.* The parties agree that the permits for the Development, including but not limited to building permits, shall only be issued after the Effective Date of this Agreement.

**Section 26.** *Default.*

**A. Cures Taking More than Thirty Days.** No party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may necessarily be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably be cured within the thirty day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure.

**B. Rights of the City.** The Owner acknowledges that failure to install the improvements required in **Section 8** and **Section 9** of this Agreement in accordance with the approved plans is a breach and may void it if the Owner fails to cure consistent with

this Agreement. In the event that the City is not in default under this Agreement, the City shall have all rights and remedies provided by law or equity, including but not limited to those provided in the OCCGF (including penalties) and specific performance.

*C. No Third-Party Beneficiaries.* This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

**Section 27.** *Covenants Running with the Land.* This Agreement and the approvals by the City on which it is based run with the land. This Agreement applies to any party to whom that land is conveyed by any means, in whole or in part, and is binding on them as if they were the Owner who has signed below.

**Section 28.** *Termination.* This Agreement shall terminate upon the expiration of the term as provided in **Section 23** or when the Development has been fully developed, whichever first occurs and, except for the post-termination obligations provided for in **Section 23**, all of the Owner's obligations in connection therewith are satisfied as determined by the City. Except for the post-termination obligations provided for in **Section 23**, upon termination of this Agreement, the City shall record a notice of such in a form satisfactory to both parties that the Agreement has been terminated.

**Section 29.** *Assignment and Assumption.* The Owner shall have the right to sell, assign or transfer this Agreement with all its rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. The Owner shall provide the City with written notice of any intent to sell, assign or transfer all or a portion of the Property, at least thirty (30) days in advance of such action.

**Section 30.** *Releases.* The Owner and any subsequent landowner, successor or assign may free itself from further obligations relating to sold, assigned or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement.

**Section 31.** *Amendment to Agreement.* This Agreement may be amended by mutual consent of the parties provided that any such amendments shall follow the process established by law and the OCCGF for the adoption or modification of an improvement agreement.

**Section 32.** *Specific Performance.* The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof.

**Section 33.** *Notices.* All communications, notices and demands of any kind that a party under this Agreement requires or desires to give to any other party shall be in writing and either: (a) delivered personal, (b) sent by facsimile transmission with any additional copy mailed first-class mail, (c) or by national overnight courier, or (d) deposited in the U.S. Mail, certified mail postage prepaid, return receipt requested and addressed as follows:

**If to the City:** Director of Planning & Community Development  
PO Box 5021  
Great Falls, MT 59403

Phone: 406-455-8530

**With a Copy to:** City Attorney  
PO Box 5021  
Great Falls, MT 59403  
Phone: 406-455-8422

**If to the Owner:** ADDRESS BLOCK

Phone:

Fax:

Email:

**With a Copy to:** ADDRESS BLOCK

Phone:

Fax:

Email:

Notice by hand delivery or facsimile shall be effective upon receipt, provided that notice by facsimile shall be accompanied by mailed notice as set forth herein and shall be evidenced by a machine-printed confirmation of successful transmission. If deposited with an overnight courier, notice shall be deemed delivered one (1) day after deposited. If deposited in the mail, certified mail, return receipt requested, notice shall be deemed delivered three (3) days after deposited. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands, or correspondence.

Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice.

**Section 34.** *Applicable Law.* This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any action shall lie in Cascade County District Court or the U.S. District Court for Montana, Great Falls Division.

**Section 35.** *Attorneys' Fees.* In the event either party hereto finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder, the party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other party and in the event any judgment is secured by such prevailing party, all such costs and attorneys' fees shall be included in such judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.

**Section 36.** *Authority.* Each party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Agreement.

**Section 37. Headings.** The headings to this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

**Section 38. Entire Agreement.** The Agreement represents the entire agreement of the parties with respect to the subject matter thereof. There are no other agreements, oral or written, except as expressly set forth herein and this Agreement supersedes all previous agreements, oral and written.

**Section 39. No Waiver.** The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by any party of any of its rights hereunder, not shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such a waiver be expressed in a writing by the party to be bound.

**Section 40. Severability.** If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Montana which became effective after the effective date of this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

**Section 41. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

**DATED this \_\_\_\_\_ day of March, 2015.**

**OWNER**

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

**CITY OF GREAT FALLS**

By: \_\_\_\_\_  
City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

DRAFT

**EXHIBIT A**

**(Annexation Agreement)**

DRAFT

**EXHIBIT B**  
**(Legal Description)**



DRAFT

**EXHIBIT C**

**(City of Great Falls Design Review Approval)**

DRAFT

**EXHIBIT D**

**(City of Great Falls Minor Subdivision Approval)**

DRAFT

**EXHIBIT E**

**(City of Great Falls Conditional Use Permit Approval)**

DRAFT

**EXHIBIT E**

**(Southeast Great Falls Wastewater Master Plan)**

**EXHIBIT F**  
**(Legal Description for Lot 1, Block 2 of the East Great Falls Retail Center Addition)**