Version of 5/22/15

Improvement Agreement for the West Ridge Addition, Phases VII through XI

This is a binding agreement (Agreement) between the City of Great Falls (the City) and S & L Development, LLC, the owner (the Owner) of the West Ridge Addition, Phases VII through XI (the Development), the preliminary plat of which was approved by the Great Falls City Commission on _____, 2015. The City and the Owner are together known as the 'parties' to this agreement.

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions fulfilled by the Owner, as required by the City's approval of the preliminary plat and accompanying materials, including the phasing plan. Specifically, this Agreement:

- declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the Development;
- insulates the Development from the impact of changes in the City's subdivision and zoning regulations, provided that no substantial changes in the Development are proposed;
- establishes a process for the phased installation of required on-site improvements in the Development, with the approval of final construction plans for those improvements, a final plat, and an amendment to this Agreement being required before the installation of on-site improvements for each phase begins;
- requires the Owner to guarantee that the promised on-site improvements are made in a timely manner by providing the financial securities required by the Official Code of the City of Great Falls (OCCGF), phase-by-phase;
- provides for the inspection and warranty of the required on-site improvements before they are accepted for maintenance by the City;
- requires the Owner to reimburse the City for the installation of sanitary sewer improvements; participate in the preparation of a storm water management plan and the installation of the facilities required by that plan; and contribute to the costs of a traffic impact study;
- waives protest by the Owner and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure, including major streets;
- establishes how necessary changes in final construction plans required by this Agreement may be made with the approval of the City;
- provides for reimbursements to the Owner when neighboring properties that benefit from improvements made by the Owner are developed;

- provides for the Development's compliance with the park land dedication requirements of 76-3-621, MCA, and for continuing payment of a fee for neighborhood park maintenance by the owner/s of each lot created;

- embodies certain conditions that were imposed upon approval of the development in order to facilitate their enforcement; and

- indemnifies the City from challenges to its approval of the Development and holds it harmless from errors and omissions in the approval and oversight of the project.

2. Authority. Execution of this Agreement is authorized by 17.68.040, et seq. of the OCCGF; by 7-3-510, MCA, which allows local governments to require the extension of public improvements to subdivisions; and by 7-3-507, MCA, which authorizes local governments to require securities guaranteeing the installation of public improvements in subdivisions. This agreement is also intended to fulfill the requirement of 7-2-4610, MCA for a plan for the extension of services to any area that is being annexed.

3. Administrator/Representative. The City's representative and Administrator of this agreement shall be the Director of Planning and Community Development at PO Box 5021. Great Falls, MT 59403. The Owner's representative in the administration of this agreement shall be _____ .

4. Duration. The term of this Agreement begins when it is signed by the City Manager and, with the exceptions stated below, ends at the time the warranty required by Section 15 of this Agreement on the last required improvement installed by the Owner expires and the funds securing that warranty are released.

4.1 Fee Continues. The neighborhood park maintenance fee established by Section 20 of this Agreement will continue indefinitely, except as provided by Subsection 20.3. Annual payment of that fee will be an ongoing obligation of all lot owners within the Development.

4.2 If Work Does Not Begin. This Agreement is void if final construction plans and a final plat for the first phase of the Development are not submitted for approval within three years of the date of the City Manager's signature on this Agreement. The time allowed for work to begin may be extended by renewing the preliminary plat, as provided in Section 10 of this Agreement.

4.3 Failure to Build. The Owner's failure to complete on-site improvements in accord with the final construction plans for any phase may result in the City retaining the securities required by Section 14 of this Agreement. It may also void this Agreement and the vested rights established by Section 8.

4.4 Failure to Pay. The Owner's failure to make timely payment of its share of any of the off-site improvements listed in Section 13 voids this Agreement and the vested rights established by Section 8. It may also result in the City attempting to collect the amount due by any lawful means.

5. Location. The Development occupies the area The Development occupies the area formerly described as Tract 2 of the Peretti Addition in the SE ¼ of Section 26, Township 21 North, Range 3 East, PMM in Cascade County, MT and now described as the West Ridge Addition, Phases VII through XI, in the SE ¼ of Section 26, Township 21 North, Range 3 East, PMM in Cascade County, MT, as it is shown on the preliminary plat approved by the Great Falls City Commission on _____, 2015.

6. Site Conditions. The Owner warrants that it has conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the site and its development for the approved use. The Owner further warrants that all plans submitted pursuant to this Agreement and all applications for building permits within the Development will properly account for all such conditions. The Owner holds the City harmless for natural conditions and for any faults in its own assessment of those conditions.

7. Permits. This Agreement must be approved by the City Commission and signed by the City Manager before permits for any work, including, but not limited to, grading for the streets or trenching for the installation of utilities, will be approved.

8. Vested Rights. This Agreement and preliminary plat approval by the City create a vested right that protects the Owner from changes in the zoning and subdivision requirements of Title 17 of the OCCGF until this Agreement expires, as provided in Section 4. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owner from changes in the City's building codes and fees, development fees, and inspection fees. This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the preliminary plat, the approved final construction plans, or a final plat for the Development and will be voided if the Owner fails to seek approval of the first phase or renew approval of the preliminary plat within three years, as provided by Subsection 4.2 of this Agreement. "Substantial change" is defined in Section 17 of this Agreement.

9. Successors. This Agreement and the approval by the City on which it is based, including the vested rights created in Section 8 above, run with the land. This Agreement applies to any party to whom the 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.

10. Preliminary Plat. This agreement is based on the preliminary plat and accompanying materials approved by the City Commission on _____, 2015. Changes in that plat and the accompanying materials are governed by Section 17 of this Agreement. The preliminary plat must also be periodically renewed. 76-3-610, MCA, requires that preliminary plat approval be for no more than three years. The Owner understands and agrees that it must submit a letter to the Administrator requesting renewal of the preliminary plat at least 90 days before the third anniversary of this Agreement, and then again, before every third anniversary until this Agreement expires.

11. Phasing Process. A phasing plan for the installation of public improvements serving the Development was approved by the City Commission as an attachment to the preliminary plat.

11.1 ***Final Plats/Plans***. Final construction plans, including estimated costs and a proposed method of providing the securities required by Section 14 of this Agreement, and a final plat must be submitted for each phase identified in the phasing plan. As provided by Subsection 4.2 of this Agreement, the final construction plans and final plat for the first phase or a request for a renewal of the preliminary plat must be submitted within three years of the date of this Agreement or this Agreement will be void.

11.2 ***Time Allowed to Act.*** The Administrator will review the final plans/plat submission for each phase within 60 days of its submission.

11.3 ***Approval/Amendment.*** If that submission is consistent with the approved preliminary plat, all conditions of approval of the preliminary plat, this Agreement, and the final plans/plat requirements of the OCCGF and state law, the Administrator will draft an amendment to this Agreement and promptly submit that draft for approval by the City Commission along with the final plat. A general format for such amendments is given in Appendix I of this Agreement.

11.4 ***Denial/Explanation.*** If that submission is not consistent with the approved preliminary plat, any condition of the approval of the preliminary plat, this Agreement, or the final plans/plat requirements of the OCCGF and state law, the Administrator shall return it with written comments explaining how it may be brought into compliance.

12. On-Site Improvements. The on-site improvements required for the Development shall be installed as shown on the final construction plans that are submitted to and approved by the Director of Public Works before the final plat of each phase is approved by the City. The on-site improvements shall include everything required to provide water, sanitary sewer, storm water management, and access, including streets and sidewalks, serving each lot proposed in the Development. All on-site improvements will be installed at the Owner's expense, in accord with the requirements of the OCCGF and this Agreement.

13. Off-Site Improvements. This section includes improvements that will be paid for, at least in part, by the Owner, but that will also serve other properties.

13.1 Sanitary Sewer. The City has planned for and will install the lift station and mains required to provide sanitary sewer service to the Development and a larger surrounding area. To support these improvements, the Owner will pay the City its proportional share of their actual cost, beginning with an initial payment of $49,855 for the required gravity main. This initial payment is due and payable within 30 days after the City has accepted a bid on the sanitary sewer improvements. The initial payment will be followed by payments that cover the cost of the lift station and force mains. Those payments will be calculated per lot, as explained in Subsection 13.2, of this Agreement, and due phase-by-phase, for the number of lots in each phase, before work begins on that phase.

13.2 Sanitary Sewer: Calculating the Proportional Share. The Developer's per lot proportional share of the sanitary sewer improvements described in Subsection 13.1 of this Agreement will be calculated as follows once the actual costs of installing the force mains and lift station are known. The total number of lots that can be served by the proposed lift station and force mains has been determined by the Director of Public Works, as shown in Exhibit I. The estimated number of lots in the Development will be divided by that number, yielding the Development's share of the total lots to be served. That share will be multiplied by the total actual cost of the lift station and force mains, yielding the Development's overall share of the cost of those facilities. That share will then be divided by the estimated number of lots in the Development, resulting in the per lot fee. A trial per lot fee may be used for the first phase of the Development, as provided by Subsection 13.3 of this Agreement.

13.3 Sanitary Sewer: First Phase*.* The Owner may receive City approval of, record a final plat for, and begin work on the first phase of the Development before work on the off-site sanitary sewer improvements being installed by the City is complete. If the Owner chooses to do this, the Owner will pay a per lot sanitary sewer fee of $793.00, which is based on cost estimates prepared by the Department of Public Works at the time this Agreement was approved. The amount paid will be adjusted to match the actual per lot fee at the time the Owner pays for the second phase. Depending on the difference between

the estimated and actual costs, this may result in a credit to the Owner or in an additional charge. No certificate of occupancy for any structure in the first phase of the Development shall be issued until the required sanitary sewer improvements are complete.

13.4 Storm Water Management. The Owner understands and agrees that the storm water management facilities needed to detain and treat runoff from the Development are not currently in place, and that the City cannot lawfully approve the Development without a plan for the design, financing, and construction of the necessary facilities.

13.4.1 Storm water management for the Development may initially be addressed with temporary facilities installed by and at the expense of the developer, as provided by Section 21 of this Agreement.

13.4.2 The Owner and the City anticipate that runoff from the Development will ultimately be conveyed to shared storm water management facilities, potentially including storm water management facilities on the land dedicated to the City for park purposes in fulfillment of state law and Section 18 of this Agreement and/or on land lying immediately to the north of the Development, which the Owner is currently seeking to acquire for this purpose and the extension of 43rd Avenue NW. Regardless of the ultimate location of the facilities, the Owner will pay its proportional share of the costs of land acquisition, if any, and of designing, and building the storm water management facilities that serve sub-basins 21, 22, and 23 as delineated in the *Great Falls North Sanitary Sewer and Storm Drain Master Plan* prepared by Morrison Maierle, Inc. for the City of Great Falls. At this time, the Owner's proportional share of the cost of the required storm water management plan and facilities will be based on its share of the total acreage of the proposed Thaniel and Westridge, Phases VII-IX Additions combined, which is 70%, but reimbursement from other property owners may be due to the Owner, as provided in Item 13.4.4 of this Agreement.

13.4.3 The storm water management plan prepared by the Owner in compliance with Item 13.4.2 of this Agreement must be approved by the Director of Public Works before any construction other than that permitted by Subsection 13.5 begins.

13.4.4 As provided by Section 18 of this Agreement, the Owner will be eligible for reimbursement of a portion of the costs of land acquisition, if any, and the plan and facilities required by Item 13.4.2 when development of other properties in sub-basins 21, 22, and 23 is permitted by the City.

13.5 Storm Water Management: First Phase. The Owner may record a final plat for and begin work on the first phase of the Development before the storm water management plan required by Item 13.4.2 of this Agreement is complete. If the Owner chooses to do this, temporary storm water management facilities must be installed, as required by Item 13.4.1 of this Agreement.

13.6 Major Streets. The Owner understands and agrees that the arterial and collector street capacity that will ultimately be needed to serve the Development is not currently in place. In order to get that capacity in place:

13.6.1 The Owner will build the full section of that segment of 43rd Avenue NE and NW that is included in the Development to a collector standard rather than as a local street. The Owner may also, with the approval of the Administrator and the Director of Public Works, provide land for the off-site extension of 43rd Avenue NW, with the understanding that reimbursement of a portion of the land acquisition costs may be due from beneficiary property owners, as provided by Section 18

of this Agreement, and/or from a special improvement district that is responsible for major street improvements serving the Development and the surrounding area.

13.6.2 The Owner will pay its proportional share, 30%, of the costs of a study of the impacts of the traffic the Development and the proposed and prospective development of neighboring properties will generate, with that study being completed before final construction plans and a final plat for the second phase of the Development is accepted by the City.

13.6.3 The required traffic study will be managed by the City, but paid for by the Owner and neighboring landowners, with possible financial participation from the City to expand its scope.

13.6.4 The Owner's share of the costs of the required traffic study is $5,000. This amount will be due and payable within 30 days after the execution of this Agreement.

13.7 Waiver of Protest. Prior to submitting any final construction plans or a final plat for review, the Owner will record a waiver of protest against the creation of one or more special improvement districts for the construction and maintenance of necessary off-site facilities, including, but not limited to, storm water management facilities and major streets. The language of this waiver will be approved by the Administrator as clearly ensuring that it runs with the land and applies to all the Owner's successors, including individual lot owners, and then recorded with the Cascade County Clerk and Recorder.

14. Security for On-site Improvements. The Owner understands and agrees that 17.68.040.B of the OCCGF requires it to provide a security that will allow the City to contract for and complete the required improvements if the Owner fails to do so.

14.1. Form and Amount of Security. The Owner shall, upon approval of final construction plans, a final plat, and an amendment to this Agreement for a phase of the Development, and before the installation of the required on-site improvements listed in that amendment is permitted, 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 135% of the costs of the required on-site improvements.

14.2 Release of Security. The security required by Subsection 14.1 of this Agreement shall be returned or released upon acceptance of the required on-site improvements, except as provided in Section 15. Following the final required inspection, the Director of Public Works shall promptly inform the Administrator, in writing, that all on-site improvements have been inspected and are acceptable for maintenance by the City. The Administrator shall then, provided that the Development is in compliance with the final plat, all conditions of approval, this Agreement, and the OCCGF, instruct the Director of Fiscal Services to release the security, minus the portion to be held in warranty as required by Section 15 of this Agreement, to the Owner.

15. Warranty of On-Site Improvements. The Owner is responsible for the repair or replacement of any faults in the materials or workmanship of the required on-site improvements for a period of two years from the date those improvements are accepted for maintenance by the City. This warranty will be enforced by the City retaining 10% of the security required by Section 14 of this Agreement for the two-year warranty period. That sum will be released at the end of two years unless the parties are involved in a dispute about the condition, repair, or replacement of any of the required improvements, in which case the funds will be held by the City

until that dispute is resolved. The release of warranty funds shall follow the procedure established in Section 14.2 of this Agreement for the release of securities.

16. Fees. The Owner understands that it is required to pay the following fees as they come due during the development process.

16.1 Recording fees. The Owner is responsible for all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

16.2 Engineering Inspections. The Owner is responsible to pay all applicable engineering fees established by Resolution 10075 of the City of Great Falls or its successors.

16.3 Permit Fees. The Owner is responsible to pay all applicable planning and building permit fees established by Resolutions 10063 and 10064 or their successors.

17. Changes. The Owner understands that failure to install required improvements in accord with the final construction plans approved for each phase of the Development is a breach of this Agreement and may void it. The Owner also understands that failure to build in accord with the approved plans is a violation of the OCCGF, subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds. The Administrator is hereby authorized to permit minor changes to the approved final construction plans, as provided below.

17.1 Revised Plans. Before making minor changes, the Owner must submit revised plans to the Administrator for review. Failure to do this before the proposed minor change is made is a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed minor changes within 10 business days.

17.2 Plat Changes. The aggregation of lots and boundary line adjustments may be permitted as minor changes, but will require amendment of the final plat as provided by Title 17 of the OCCGF and state law.

17.3 Dimensional Changes. Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided that they do not result in a violation of the conditions of approval for the Development or the OCCGF.

17.4 Materials Changes. Based on a review of the revised plans, 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 originally approved material.

17.5 Public Improvements. Minor changes in the location and specifications of the required public improvements may be permitted. Revised plans showing such changes must be referred to and accepted by the Director of Public Works before being permitted by the Administrator.

17.6 Substantial Change. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. 'Substantial Change' is defined here, however, in order to further clarify what may be permitted as a 'minor change.' A substantial change adds one or more lots; changes the approved use; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be

cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Director of Public Works and the Administrator; or changes the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.

18. Reimbursements. The parties recognize that some improvements required by Section 13 of this Agreement will result in substantial benefit to other landowners, specifically to the owners of land that will be made more accessible by the construction of 43rd Avenue NE and NW ~~and any improvement of 6th Street NW that may be required,~~ and to landowners who benefit from the required storm water management plan and facilities.

18.1 Beneficiary Parcels: Streets. The beneficiary parcels from which reimbursements for the costs of the required traffic impact study, and street design and construction may be required are mapped in Exhibit III.

18.2 Beneficiary Parcels: Storm Water. The beneficiary parcels from which reimbursements for the costs of the required storm water management plan and facilities may be required are mapped in Exhibit IV.

18.3 Reimbursement Required. The City will require, as a condition of annexation and/or the approval of any permit, including an approach permit that allows access to a City street from a property that has not been annexed, that the owners of the beneficiary properties identified in Exhibits I and II reimburse the Owner for their proportional share of the costs of the planning and construction that is required by Section 13 of this Agreement.

18.4 Regardless of Sale or Division. Reimbursements will be due from the parcels identified in Exhibits III and IV regardless of changes in ownership and/or their division. Future owners of the beneficiary parcels and all owners, present or future, of all parcels resulting from a division of the parcels identified above will be required to reimburse the Owner as provided here before obtaining any permit from the City.

18.5 ***Reimbursement Calculation.*** The proportional share of the costs of the planning and construction required by Section 13 of this Agreement that must be paid by the beneficiary parcels will be calculated as follows:

18.5.1 First, the total acreage of the beneficiary parcel will be multiplied by 0.80 to account for the land that is typically devoted to public rights-of-way.

18.5.2 Second, the product of that calculation (80% of the original size of the beneficiary parcel) will be divided by the minimum lot size in the R-3 zoning district.

18.5.3 The resulting number of potential lots will be divided by the total number of lots that exist and are anticipated within the entire benefit area, which is defined as the Development plus the parcels shown on Exhibit III. The result of this calculation will be applied to the actual costs of the improvements for which reimbursement is required, resulting in the fee that must be paid by the beneficiary parcel.

18.5.4 The acreage of a beneficiary parcel will be reduced if, as part of its development, that parcel provides dedicated public open space, including parks and/or trails, or sites for public facilities that serve the benefit area defined here.

19. Park Land Dedication. The Owner will fulfill the park land provision obligation imposed by 76-3-621, MCA by making a cash payment to the City equal to 11% of the undivided, undeveloped value of the acreage included in the Development.

18.1 Calculation of Payment. The amount of the payment in lieu-of parkland dedication shall be based on the 11% statutory requirement cited above as applied to a current appraisal of the undivided, undeveloped value of the acreage included in the Development that is prepared by a licensed real estate appraiser and submitted by the Owner along with the final plat for the first phase of the Development.

18.2 Timing of Payment. This payment will be due and payable within 30 days after the final plat for the first phase of the Development is approved by the City Commission, and before any permits for work on the first phase, including the construction of streets and trenching for utilities, are issued.

20. Neighborhood Park Maintenance Fee. The Owner and all its successors, including all owners of individual lots that are being created by the Development shall pay an annual neighborhood park fee to the City of Great Falls.

20.1 Use of the Fee. The proceeds of this fee shall be managed as a separate "Northwest Neighborhood Park Assessment" account within the Parks and Recreation Department budget and used solely for the improvement and maintenance of one or more neighborhood parks that serve the Development. For the purposes of this Agreement, "serving" shall mean that the nearest edge of the neighborhood park on which proceeds of the assessment are spent is within ½ mile (2,640 ft) of the Development.

20.2 Amount of the Fee. The annual neighborhood park fee will begin at $92.44 per lot, a figure that is based on the actual costs of neighborhood park maintenance and the number of lots it is anticipated the park will serve, and will be automatically increased by the rate of inflation each year. The annual rate of inflation shall be calculated using the Consumer Price Index published by the US Bureau of Labor Statistics for the Western Region.

20.3 *Citywide Parks District.* The neighborhood park fee established here will be terminated by the City upon the creation of citywide parks district that will fund neighborhood park maintenance.

21. Temporary Improvements. The conditions of approval for this Development may require two types of temporary improvements: street turnarounds and temporary storm water detention/retention facilities.

21.1 Design. The location and design of the temporary street turnarounds and storm water facilities serving each phase of the development shall be approved by the Director of Public Works when the final construction plans of that phase are submitted for approval.

21.2 *Easements.* Where temporary improvements will be on another property, the easement/s permitting the use of that property for temporary street turnarounds and/or storm water facilities shall be submitted for approval along with the design.

21.3 Installation. The required temporary street turnarounds shall be installed at the same time the street they serve is constructed. Temporary storm water facilities shall be installed before any other grading occurs in the phase of the Development they are designed to serve.

21.4 Maintenance. Continuing maintenance of the temporary improvements is required. Failure to properly maintain a required temporary improvement is a breach of this Agreement and a violation of the OCCFG, subject to the penalties it provides. The maintenance to be provided by the Owner includes the following.

21.4.1 *For Temporary Street Turnarounds:* maintenance of the stabilized surface approved by the City, including snow removal and ensuring that drainage from the turnaround is channeled to a storm water facility or otherwise properly managed.

21.4.2 *For Temporary Storm Water Facilities:* maintenance of the vegetation required to stabilize the site, including reseeding or replanting if seeding or plantings fail, mowing as needed to suppress wildfire hazards, weed control, the regular removal of litter, and the prompt removal of sediment upon the request of the Director of Public Works.

21.5 Removal. The Owner is responsible for the prompt removal and reclamation of temporary street turnarounds and temporary storm water facilities when they are no longer needed.

22. Interim Land Use. The current agricultural use may continue on those portions of the Development that are not being actively developed.

23. Dust Control. The Owner is responsible for dust control on all graded areas, in accord with a dust control plan approved by the Administrator. The dust control plan need not be completed before the Development is approved, but must be submitted and approved by the Administrator before any grading, trenching, or other construction activities other than soil and/or groundwater testing and analysis begin.

24. Stabilization. The Owner is responsible for vegetative stabilization of all graded and fallow areas that are not actively used for farming, and for the continuing maintenance of the vegetation planted, including reseeding if seeding fails, weed control, and mowing if that is required to mitigate wildfire hazards. The Owner's responsibility for dust control and site stabilization will end incrementally as lots are sold and developed.

25. Litter Control. The Owner is responsible for the prompt removal of litter from those portions of the Development that are under its control. This specifically includes, but is not limited to, construction waste.

26. Indemnification/Hold Harmless. The Owner will indemnify and defend the City against all claims brought as a result of the approval of the Development. The Owner further agrees, excluding cases of gross negligence, to hold the City harmless for errors or omissions in this Agreement or its subsequent amendments, errors or omissions in related documents, and errors or omissions in plan and plat review and site inspections conducted by the City..

27. Renegotiation. Either party may request renegotiation of this agreement by submitting a written request to the other party's representative. All negotiated changes must be approved by the City Commission.

SIGNATURE BLOCK WITH NOTARIZATIONS WILL BE ADDED TO THE FINAL

Appendix I - Contents of Amendments

This appendix is provided so that the parties generally understand the necessary scope of the amendments that will be made to this Agreement in accord with the phasing plan.

Approved Plans: Phase ?. The final plat of Phase ? and the accompanying final construction plans titled _____ , and including Sheet Numbers X-XX, that were approved by the City Commission on _____, 201? are hereby incorporated into this Agreement.

Required Public Improvements: Phase ?. Required on-site improvements are installed by the Owner at the Owner's expense, and owned and maintained by the City after the warranty period required by Section 15 of this Agreement expires. The on-site improvements that are required for compliance with the OCCGF and the conditions of approval imposed on Phase ? of the Development are shown on the final construction plans that are incorporated into this Agreement in the section above, and summarized in Table 1. All required on-site improvements plans must be in place, inspected for compliance with the approved final construction plans, the conditions of approval, and the OCCGF; and accepted for City maintenance before a certificate of occupancy for any structure in Phase ? of the Development is issued and the security required by Section 14 of this Agreement is released. The Administrator may issue a conditional certificate of occupancy where the only remaining required on-site improvement is landscaping that cannot successfully be installed at the time of year when a certificate of occupancy is requested.

Actual Amounts: Phase ?. The parties understand that the amounts shown in Table 1 may not be the actual amounts expended. Table 2 will be revised to reflect the actual amounts expended by the Owner when the improvements listed there are complete. The Owner will provide those amounts to the City within 90 days after the acceptance of the improvements in Phase ?.

Table 1 – Required Public Improvements Summary: Phase ?

This table is a summary of the plans. The approved plans are dispositive.

Off-Site Improvements	Quantity	Unit	Unit Cost	Total

Table 2 – Reimbursements Due from (Beneficiary Property)

See 18, below re reconciliation with actual amounts expended.

Required Public Improvements	Estimate	Reimbursement Owed by _____	Owner's Share after Reimbursement
