

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 7 day of July, 2015, by and between Elysian School District #23, 6416 Elysian Road. Billings Mt. 59102 hereinafter referred to as "Elysian," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, Billings, Montana, 59101, hereinafter referred to as the "CITY."

WHEREAS, Elysian is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Tract 1A of Amended Tract 1, Certificate of Survey 832, NE 1/4 Selection 42, T.15S., R.25E.
PMM, Yellowstone County, Montana hereinafter re

WHEREAS, Elysian School District #23, owner, has submitted to the City a Petition for Annexation to the City for Elysian Tract; and

WHEREAS, Elysian desires to annex Elysian Tract to the City,

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

1. Sanitary Sewer. Elysian School shall connect to the 8 inch City sanitary sewer lateral main in East lane. The sanitary sewer lateral main in East Lane is to be constructed by City W.O. 14-13. Elysian is responsible for installation of the sewer lateral main in East Lane and has previously contributed to City W.O. 14-13, by payment direct to the City in the amount of \$181,943.44, for costs associated with construction of the lateral sewer main in East Lane. Elysian shall be eligible for possible future reimbursement for a portion of the costs associated with the sewer lateral construction, per the reimbursement agreement and city policy. Elysian shall be responsible for payment of the city wastewater system development fee at the time of connection to the sanitary sewer.
2. Water. Elysian shall connect to the 24- inch trunk water main to be installed in Elysian Road by City Work order 14-13. No contribution to the construction of the trunk water main is required by Elysian, as this is considered a General Benefit facility, and installed by the City of Billings. Elysian shall be responsible for payment of the City water system development fee at the time of connection to the trunk water main.
3. Storm Drain. There is no City storm drain available in the area. The Elysian school expansion has been designed and constructed in accordance to the requirements of Montana Department of Environmental Quality Circular 8,

utilizing a 25 year, 24 hour design storm. Any additions or reconstructions beyond the initial expansion must meet the City of Billings Storm Drain Manual.

4. Right of Way. Elysian will be required to dedicate the necessary right of way along Elysian Road and East Lane when the roads are widened in the future. Elysian will not be compensated for the right of way dedication.
5. Curb and Gutter. Elysian will be required to pay for the design and construction of curb and gutter along Elysian Road and East Lane along their frontage in the future. This may be through a Special Improvement District. The design and location of the curb and gutter shall be in accordance with plans and specifications approved by the appropriate City Departments.
6. Street Widening. Elysian will be required to pay for the design and construction of the widening of Elysian Road and East Lane along their frontage in the future. This may be through a Special Improvement District. The design and location of the street widening shall be in accordance with plans and specifications approved by the appropriate City Departments.
7. Sidewalks. Elysian will be required to pay for the design and construction of sidewalk along Elysian Road and East Lane along their frontage in the future. This may be through a Special Improvement District. The design and location of the sidewalk shall be in accordance with plans and specifications approved by the appropriate City Departments.
8. Other Public Improvements. No specific time schedule is contemplated for construction of public improvements serving the property. The CITY shall rely on the attached Waiver filed concurrently herewith, to insure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction & paving, curb & gutter, sidewalks, driveways, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof.
10. Compliance. Nothing herein shall be deemed to exempt the Elysian Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
11. Runs with Land. The covenants, agreements, and all statement in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representative, successors and assigns of the respective parties.

12. Attorney's Fees. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
13. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

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

“Elysian”

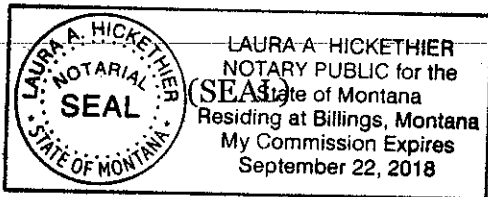
Elysian School District #23
By Bob Whalen, Superintendent

By: *Bob Whalen*
Bob Whalen
Superintendent

STATE OF MT)
County of Yellowstone)
:SS.

This instrument was acknowledged before me on July 7, 2015 by Bob Whalen Superintendent of Elysian School District #23, Billings, Montana

Laura A. Hicketier
Laura A. Hicketier



Print Name
Notary Public for the State of Montana
Residing in: Billings
My Commission expires: 9/22/2018

