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Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this ____ day of _____, 2018, by and between **KATHY L. and F. WILLIAM BAUMANN**, whose address for the purpose of this agreement is 1316 Lake Elmo Drive, Billings, MT, 59101, hereinafter referred to as “BAUMANN” or “Owner” and The **CITY OF BILLINGS**, Montana, a municipal corporation, c/o City Hall, Billings, Montana, 59101, hereinafter referred to as “CITY.”

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

8.685 acres, being Tract 3 of COS No. 2866 and the N1/2 S1/2 N1/2 SE1/4 NW1/4 of Section 22, T. 1N., R. 26E., P.M.M., Yellowstone County, MT, hereinafter referred to as “Property”; and

WHEREAS, BAUMANN has submitted and will record an exempt plat that will relocate a common lot boundary to form a 7.685 acre tract of land, hereinafter referred to as “Tract 3A”, and a 1.000 acre tract of land, hereinafter referred to as “Tract 3B”, depicted in the attached “Exhibit A” to this Agreement; and

WHEREAS, Tract 3A will remain as agricultural pasture land until sold by BAUMANN to a developer, who will be responsible for necessary on-site and off-site improvements at the time of development; and

WHEREAS, Tract 3B will be retained by BAUMANN in its current condition, which consists of an existing residential house; and

WHEREAS, BAUMANN, has submitted to the City a Petition for Annexation to the City for Property; and

WHEREAS, BAUMANN desires to annex Property to the City; and

WHEREAS, CITY has conditioned the Petition for Annexation for Property contingent that a Development Agreement be executed between CITY and BAUMANN to identify required off-site infrastructure improvements and guarantees of those improvements.

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

1. **Sanitary Sewer.** BAUMANN wishes to connect Tract 3B to the City sanitary sewer system. Associated costs thereto, including system development fees and connection permit fees, shall be the responsibility of BAUMANN. If in the future, Tract 3A is further developed beyond its current agricultural pasture land use and a connection to the City sanitary sewer system is desired or required, the owner of Tract 3A shall be responsible for associated costs of connection, including payment of system development fees and connection permit fees at the time of sewer connection.
2. **Water.** Tract 3B is currently connected to the Billings Heights Water District system. The existing connection for Tract 3B will remain. Both parties understand that no further work is necessary to serve Tract 3B. If in the future, Tract 3A is further developed beyond its current agricultural pasture land use and a connection to the Billings Heights Water District system is desired or required, the owner of Tract 3A shall be responsible for associated costs of connection, including payment of system development fees and connection permit fees at the time of water connection.
3. **Storm Drain.** There is no City storm drain line adjacent to Property in Lake Elmo Drive. If in the future, Tract 3A is further developed beyond its current agricultural pasture land use, the owner of Tract 3A shall be responsible for connecting to the existing 60-inch storm drain line which terminates at the north end of Property and constructing a 24-inch storm drain line across the Tract 3A frontage. Upon future development of Tract 3A, the property owner will be allowed to connect to this 24-inch storm drain line and will manage storm drainage on Tract 3A in accordance with the City of Billings Stormwater Management Manual (2018).
4. **Right of Way.** Both parties agree that the current right-of-way is properly sized. No additional right of way dedication is necessary.
5. **Curb, Gutter, Streets, Sidewalks.** For Tract 3B, a 5-foot wide sidewalk shall be constructed along the property line at the time of sanitary sewer connection for

Tract 3B. The cost of the sidewalk will be paid for by the Tract 3A property owner. At the time of future development of Tract 3A, standard curb and gutter, a 5-foot sidewalk and street widening meeting City standards shall be constructed along the frontage of Tract 3A. These costs will be paid for by the Tract 3A property owner.

6. **Other Public Improvements.** For any other improvement not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, driveways, storm drainage, sanitary sewer and domestic water improvements. 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.
7. **Compliance.** Nothing herein shall be deemed to exempt the Property 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.
8. **Runs with Land.** The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
9. **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 shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
10. **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.

“BAUMANN”

By: _____
Kathy L. Baumann

By: _____
F. William Baumann

STATE OF MONTANA)

: ss

County of Yellowstone)

On this ____ day of _____, 2018, before me, a Notary Public for the State of Montana, personally appeared _____ and _____, known to me to be the persons who executed the foregoing instrument as the OWNERS of 1316 Lake Elmo Drive, Billings, Montana and acknowledged to me that he/she executed the same.

Notary Public for the State of Montana
Printed Name: _____
Residing at Billings, Yellowstone County,
Montana
My commission expires: _____

Notary Public for the State of Montana
Printed Name: _____
Residing at Billings, Yellowstone County,
Montana
My commission expires: _____