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Stahly Engineering & Associates, LLC
2223 Montana Avenue, Suite 201
Billings, MT 59101

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this _____ day of _____, 2021, by and between CROWN ENTERPRISES, LLC, 12225 Stephens Road, Warren, Michigan, 48089 hereinafter referred to as "OWNER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." OWNER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

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

Lot 5A of QFC Subdivision, 1st Filing, situated in the SW1/4 of Section 18, T 01S, R 26E, P.M.M., in the City of Billings, Yellowstone County, Montana hereinafter referred to as "Crown Lot".

WHEREAS, OWNER has submitted to CITY a Petition for Annexation for Crown Lot; and

WHEREAS, OWNER desires to annex Crown Lot to CITY; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Crown Lot contingent upon a Development Agreement being executed between CITY and OWNER 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. Access. Lot 5A of QFC Subdivision will be accessed by way of approaches along the Frontage Road. Said approaches must be reviewed and approved

by the Montana Department of Transportation (MDT) and City of Billings, who may require a traffic impact study at the time of development.

2. Sidewalk/Multi-use path. A 10-foot wide path shall be constructed along the south side of the Frontage Road. The path shall be constructed at the time of lot development. The development shall be responsible for the maintenance of the sidewalk/trail after construction.
3. Sanitary Sewer. The Crown Lot will be served by extending a new appropriately sized sanitary sewer main in the existing right-of-way along the east boundary of the QFC Subdivision. The sanitary sewer main will extend from the tie-in location near Elysian Lane to the north lot line of the Crown Lot. OWNER will be responsible for installing the sanitary sewer system at the time of development and shall be responsible for payment of the City wastewater system development fee at the time of connection to the sanitary sewer.
4. Water. The Crown Lot will be served by a new water main in the South Frontage Road right-of-way. The 12-inch water main will extend from the tie-in point on East Lane to the east lot line of the Crown Lot. OWNER will be responsible for installing the water system at the time of development and shall be responsible for payment of the current City water system development fee at the time of connection to the water main. OWNER can enter into a compensation agreement to be reimbursed for one-half of the cost of construction of the 12-inch water main along the Frontage Road. This project must be publicly bid to be eligible for compensation.
5. Storm Drain. There is no City storm drain available in the area. The owner will manage storm drainage on the site in accordance with the City of Billings Stormwater Management Manual (2018).
6. Right of Way. Right of way will be dedicated to CITY in accordance with the City of Billings Subdivision Regulations.
7. Street Construction and Widening. Any off-site improvements would be determined by MDT at the time of development.
8. Future Intersection Contributions. The City may require a traffic impact study if the development meets the requirements within the Site Development Ordinance and/or City of Billing Subdivision Regulations. Traffic impact study would evaluate intersection impacts, and subsequent off-site intersection contributions or improvements may be required..

9. Other Public Improvements. For any other improvements not specifically listed in this Agreement, 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, 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 Crown Lot 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 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.
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.

“OWNER”

CROWN ENTERPRISES, LLC

By: _____

Title: _____

STATE OF MONTANA)

:ss

County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of OWNER, and who acknowledged to me that said OWNER executed the same.

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

Notary Public in and for the State of Montana

Printed name:_____

Residing at:_____

My commission expires:_____

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors, and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Lot 5A of QFC Subdivision, 1st Filing, Situated in the SW1/4 of Section 18, T 01S, R 26E, P.M.M., in the City of Billings, Yellowstone County, Montana. "OWNER"
CROWN ENTERPRISES, LLC

By: _____

Title: _____

STATE OF MONTANA)
 :ss.
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____ of OWNER, and who acknowledged to me that said OWNER executed the same.

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

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____