

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this ____ day of _____, 20____, by and between Jason Adkins, 9211 Riverside Drive, Garden City, ID 83714 hereinafter referred to as "DEVELOPER," 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."

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

Tract B-2 of Certificate of Survey No. 2367M, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3640039 hereinafter referred to as "Developer Tract".

WHEREAS, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tract; and

WHEREAS, DEVELOPER desires to annex Developer Tract to the City; and

WHEREAS, DEVELOPER is proposing to develop the Developer Tract in one phase; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. 21- for the Developer Tracts contingent that a Development Agreement be executed between CITY and DEVELOPER 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. Roads and Access. The Developer Tract will be accessed by way of two proposed approaches along Jackson Street. The approaches shall meet current city codes and regulations.
2. Sanitary Sewer. The Developer is required to extend 8-inch sanitary sewer from the existing 8-inch sanitary sewer located in the alley between King Avenue East and Jansma Avenue. The sanitary sewer shall extend into Jackson Street and extend along Jackson Street to the north boundary of the Developer Tract for approximately 500 feet. DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.
3. Water. The Developer is required to extend 8-inch water main located at the intersection of Jackson Street and King Avenue East along King Avenue East to the eastern boundary of the Developer Tract and along Jackson Street to the north boundary of the Developer Tract for approximately 775 feet. DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits.
4. Storm Drain. The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018). Storm drain, along with construction of inlets, will be required to be extended in Jackson Street and King Avenue East in order to construct half of the street. The extent of the storm drain would be determined through a storm water report to be completed by DEVELOPER to be reviewed and approved by the City.
5. Right-of-Way. Right-of-Way will be dedicated to the City of Billings per the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. A 60-foot half right of way is required along King Avenue East, and a 37-foot half right of way is required along Jackson Street.
6. Grey Eagle Ditch. The Grey Eagle Ditch flows through property. DEVELOPER shall obtain permission from Grey Eagle Ditch to relocate and/or pipe ditch.
7. Street Widening. Jackson Street is designated by the City as a collector street. DEVELOPER will be required to make road widening improvements along the western frontage of the Development Tract to a collector road width which is approximately 10-feet of widening on the east side of Jackson Street. This includes construction of curb and gutter, street widening, and

construction of concrete boulevard sidewalk with a minimum width of 5-feet and minimum 5-foot boulevard width along the western property frontage.

King Avenue East is designated by the City as an arterial street. DEVELOPER will be required to make road widening improvements along the southern frontage of the Development Tract to an arterial width which is approximately 12-feet of widening on the north side of King Avenue East. This includes construction of curb and gutter, street widening, and construction of concrete boulevard sidewalk with a minimum width of 5-feet and minimum 5-foot boulevard width along the southern property frontage.

8. Future Intersection Contributions. If warranted per the site development or subdivision ordinance, DEVELOPER will be required to submit a traffic impact study (TIS) to be reviewed and approved by Engineering at the DEVELOPER's expense. If identified in the TIS, DEVELOPER would be required construct recommended improvements not be required to make cash-in-lieu contributions toward the improvement costs associated with the future intersection improvements.
9. Other Public Improvements. For any other improvements not specifically listed in this Agreement, 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 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.
8. Compliance. Nothing herein shall be deemed to exempt the Developer Tracts 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.
9. 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.
10. 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.

11. 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.

“DEVELOPER”

Jason Adkins

By: _____

Title: _____

STATE OF IDAHO)

:ss

County of Ada)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Idaho, personally appeared _____, and who acknowledged to me that said DEVELOPER 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 Idaho
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 incidental 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:

Tract F of Certificate of Survey No. 537, Yellowstone County, Montana

“DEVELOPER”

Jason Adkins

By: _____

Title: _____

STATE OF IDAHO)

ss.

County of Ada)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Idaho, personally appeared _____, and who acknowledged to me that said DEVELOPER 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 Idaho

Printed name: _____

Residing at: _____

My commission expires: _____