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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this ____ day of _____, 20____, by and between KB RENTALS, LLC, 4 Schneider Road, Cody, Wyoming 82414 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." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

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

Lot 4A 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, 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, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tract contingent upon a Development Agreement being 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. Developer Tract will be accessed by way of an approach along the South Frontage Road. Said approach 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. Sanitary Sewer. Developer Tract will be served by extending a new appropriately sized sanitary sewer main within an easement along the south boundary of Lots 3A, 4A and 5A of the QFC Subdivision. Size of the sanitary sewer main to be reviewed and approved by the City. The sanitary sewer main will extend from the tie-in location along the east boundary of the QFC Subdivision. DEVELOPER will be responsible for installing the sanitary sewer system at the time of the development.

DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. Water. Developer Tract will be served by the existing 12-inch water main in the South Frontage Road right-of-way. DEVELOPER will be responsible for tying into the existing water system at the time of development.

DEVELOPER shall be responsible for reimbursement of the water line in front of the property and payment of the current City water system development fee prior to the issuance of any building permits.

4. Storm Drain. There is no City storm drain available in the area. DEVELOPER will manage storm drainage on the site in accordance with the City of Billings Stormwater Management Manual (2018).

5. Right-of-Way. Public Right-of-Way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations.

6. Street Construction, Widening and Sidewalks. Any off-site improvements would be determined by MDT at the time of development. An on-site street, built to City local access standards, shall be constructed along the common lot line between Lots 4A and 3A of the QFC Subdivision, First Filing at the expense of the DEVELOPER.

7. Multi-use Trail. A multi-use trail will be required to be constructed at the expense of the DEVELOPER. A 10-foot-wide trail shall be constructed along the Developer Tract frontage along the south side of the Frontage Road. The trail can be located within or outside of the Frontage Road right-of-way. The trail shall be constructed at the time of lot development.

The development shall be responsible for the maintenance of the trail after construction.

8. Future Intersection Contributions. A traffic impact study will be performed at the time of future subdivision and/or development to determine DEVELOPER contributions to future intersection improvements if development exceeds 500 trips/day. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER.
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 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.
9. Compliance. Nothing herein shall be deemed to exempt the Developer 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.
10. 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.
11. 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.
12. 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”

KB RENTALS, 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 _____, 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 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, parks and parks 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 4A 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 (Document No. 3937860), of which plat is on file and recorded at the Yellowstone County Clerk and Recorder’s Office.

“DEVELOPER”

KB RENTALS, 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 DEVELOPER 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 Montana
Printed name: _____
Residing at: _____
My commission expires: _____