



City Commission Meeting Agenda
Civic Center, 2 Park Drive South, Great Falls, MT
Commission Chambers, Room 206
January 15, 2019
7:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

1. National Catholic Schools Week.

PETITIONS AND COMMUNICATIONS

(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and address for the record.)

2. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

3. Appointments, Great Falls Citizen's Council.
4. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

5. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

6. Miscellaneous reports and announcements from the City Manager.

CONSENT AGENDA

The Consent Agenda is made up of routine day-to-day items that require Commission action. Items may be pulled from the Consent Agenda for separate discussion/vote by any Commissioner.

7. Minutes, January 2, 2019, Commission Meeting.
8. Total Expenditures of \$4,413,564 for the period of November 30, 2018 through January 2, 2019, to include claims over \$5000, in the amount of \$4,225,686.
9. Contracts List.
10. Set public hearing for Resolution 10282 Establishing Sanitation Service Collection Rates for February 5, 2019.

Action: Approve Consent Agenda as presented of remove items for separate discussion and/or vote by any Commission member.

PUBLIC HEARINGS

11. Resolution 10276, Vacating (a Portion of) 1st Alley South Between 14th Street South and 15th Street South. *Action: Conduct public hearing and adopt or deny Res. 10276. (Presented by: Craig Raymond)*
12. Resolution 10280, to annex a portion of a tract of land equaling +/- 6.254 acres addressed as 4415 River Drive North currently owned by Talcott Holdings Inc, and Ordinance 3195 to establish I-2 Heavy Industrial zoning. *Action: Conduct joint public hearing and adopt or deny Res. 10280 and adopt or deny Ord. 3195. (Presented by Craig Raymond)*
13. Resolution 10268, to annex a 21.10 acre tract identified as Parcel 1 on Certificate of Survey #5162, Ordinance 3180 to establish Planned Unit Development zoning, and Preliminary Plat for a Major Subdivision to create 40 lots for Wheat Ridge Estates, Phase I. *Action: Remove from table and then postpone or not postpone action on Res. 10268, Ord. 3180 and the Preliminary Plat and set a new public hearing date for March 5, 2019. (Presented by Craig Raymond)*

OLD BUSINESS

NEW BUSINESS

14. Minor Subdivision - Holiday Village Mall, addressed as 1200 10th Avenue South. *Action: Approve or deny the Amended Plat and the accompanying Findings of Fact. (Presented by Craig Raymond)*

ORDINANCES / RESOLUTIONS

15. Resolution 10278, Intent to Re-Create a Business Improvement District within the City of Great Falls. *Action: Adopt or deny Res. 10278 and set a public hearing for February 19, 2019. (Presented by Melissa Kinzler)*

CITY COMMISSION

16. Miscellaneous reports and announcements from the City Commission.
17. Commission Initiatives.

ADJOURNMENT

(Please exit the chambers as quickly as possible. Chamber doors will be closed 5 minutes after adjournment of the meeting.)

Commission meetings are televised on cable channel 190. If a video recording is available it will be posted on the City's website at <https://greatfallsmt.net> after the meeting. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.



Item: Appointments, Great Falls Citizen’s Council
From: City Commission
Initiated By: City Commission
Presented By: City Commission
Action Requested: Appoint two members of the City Commission to serve on the Great Falls Citizen’s Council for 2019.

Suggested Motion:

1. Mayor moves:

“I move that the City Commission appoint _____ and _____ to serve on the Great Falls Citizen’s Council also known as Council of Councils for a one-year term ending on December 31, 2019.”

-Or-

“I move that the City Commission appoint _____ and _____ to serve on the Great Falls Citizen’s Council also known as Council of Councils for the January 29, 2019 meeting; appoint _____ and _____ to serve on the Council for the May 29, 2019 meeting; and appoint _____ and _____ to serve on the Council for the October 29, 2019 meeting.”

2. Mayor calls for a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: It is recommended that the Mayor appoint two members from the City Commission to serve as the Commission’s representatives for the Great Falls Citizen’s Council in accordance with Title 2, Chapter 19, Section 090 the Official Code of the City of Great Falls (OCCGF).

Summary: Pursuant to the Charter of the City of Great Falls, the Neighborhood Council program was established by Ordinance 2727 in 1997. There are nine separate Council districts throughout Great Falls.

Background: The Great Falls Citizen’s Council was created to act as a forum to address issues of community wide concern and resolve disputes among the individual neighborhood councils. The members are comprised of one member from each neighborhood council and two members of the City Commission who shall be appointed by the Mayor. The council meets three times a year, usually in

January, May and October. The January meeting is scheduled for January 29, 2019 at 7:00 PM in the Gibson Room of the Civic Center. The tentative dates for the other meetings are May 29 and October 29, 2019.

JOURNAL OF COMMISSION PROCEEDINGS
January 2, 2019

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Tracy Houck, Owen Robinson, Bill Bronson, and Mary Sheehy Moe. Also present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Deputy City Clerk Darcy Dea; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; and, Police Chief Dave Bowen.

AGENDA APPROVAL: There were no changes proposed by the City Manager or the City Commission. The agenda was approved as submitted.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PETITIONS AND COMMUNICATIONS

1. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

NEIGHBORHOOD COUNCILS

2. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Kelly received clarification that there are qualified candidates for the Neighborhood Council Liaison position.

BOARDS & COMMISSIONS

3. **REAPPOINTMENT, PARK AND RECREATION BOARD.**

Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission reappoint Lonnie Hill to the Park and Recreation Board for a three year term through December 31, 2021.

Mayor Kelly asked if there were any comments from the public or discussion amongst the Commissioners.

Commissioner Moe referred to the discussion about the revised policy for appointments at the May 15, 2018 Commission meeting, and commented that all applicants should be considered on their merits.

JOURNAL OF COMMISSION PROCEEDINGS

January 2, 2019

Mayor Kelly commented that receiving eight applications was unusual, and that he would have preferred that the Park and Recreation Board appoint applicants at the same time.

Commissioner Houck inquired if a policy was set at the May 15, 2018 Commission meeting with regard to the appointment process.

Commissioner Moe responded that her understanding was that the Commission would give high preference to members who already served on the board, but that all applicants were competing for open positions.

Commissioner Bronson commented that the board can recommend applicants who have already served; however, that doesn't bind the Commission to accept the board's recommendation. Commissioner Bronson noted that some of the applicants are involved with Future of the Falls.

Commissioner Robinson commented that his understanding of the appointment process from the May 15, 2018 Commission meeting was that an applicant would be reappointed if they wished to serve again, as well as being recommended by board members.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 5-0.

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.

There were no miscellaneous reports and announcements from members of boards and commissions.

CITY MANAGER

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported that:

- The Official Code of the City of Great Falls (OCCGF) Title 17, Land Development Code, was distributed to the Commission for its review with regard to concerns about the development process.
- Great Falls Fire Rescue has eight firefighters that will begin paramedic training through the Great Falls College Montana State University.
- Planning and Community Development had provided a report of valuation information for Building Permits. At the end of 2018 there was \$117 million, and the previous year was under \$80 million.

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- Since there was no work session for January 2, 2019, the Walkability Study will be rescheduled to an upcoming work session. Discussion regarding the board appointment policy will be added to an upcoming work session.
- Mayor Kelly received clarification that a map will be attached to the Bootlegger Speed Study.
- Manager Doyon expressed appreciation to Deputy City Manager Chuck Anderson, Executive Assistant Krista Artis, and Staff for their efforts with regard to City 101.

Deputy City Manager Anderson reported that the last City 101 meeting was held on December 27, 2018, which included Library and Park and Recreation updates. The attendees benefited from the class, and have a better understanding of the operations of the City. Once hired, the Communications Specialist could be utilized in the next City 101 class. There is a possibility of having two classes a month, as well as doing site visits to areas across the City that may not be as well known.

Mayor Kelly explained that the positive feedback from the attendees was due to Deputy City Manager Anderson's leadership, as well as the Department Heads' preparation for each City 101 meeting.

CONSENT AGENDA.

6. Minutes, December 18, 2018, Commission meeting.
7. Total expenditures of \$3,078,795 for the period of December 6, 2018 through December 19, 2018, to include claims over \$5,000 in the amount of \$2,767,195.
8. Contracts list.

Commissioner Houck moved, seconded by Commissioner Bronson, that the City Commission approve the Consent Agenda as submitted.

Mayor Kelly asked if there were any comments from the public or any discussion amongst the Commissioners.

Referring to Agenda Item 7, Mayor Kelly received clarification that the Library Boiler replacement being done by McKinstry Essention, LLC was almost complete.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

JOURNAL OF COMMISSION PROCEEDINGS

January 2, 2019

9. LEASE AGREEMENT WITH THE CHILDREN'S MUSEUM OF MONTANA FOR THE PROPERTY LOCATED AT #22 RAILROAD SQUARE.

City Manager Greg Doyon reported that the Lease Agreement is to consider a renewal term for the Children's Museum of Montana (CMOM) that is leasing property formally known as the Zellerbach Building from the City. On December 2, 2003, the Commission approved a lease agreement for 15 years with an automatic five year renewal. The renewal expires November 20, 2023 and does not include another automatic renewal term. The term and language were modified in the agreement to better reflect current agreements, as well as insurance amounts were verified.

Mayor Kelly declared the public hearing open.

No one spoke in support of or opposition to a Lease Agreement with the Children's Museum of Montana.

Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Bronson moved, seconded by Commissioner Robinson, that the City Commission approve a Lease Agreement with the Children's Museum of Montana for the property located at #22 Railroad Square.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Bronson received clarification that the CMOM was subletting a portion of the property with the consent of the City, and that the CMOM needs that revenue to keep the museum operating.

Commissioner Moe expressed support with regard to extending the lease with the CMOM, and commented that the museum is a wonderful addition to the community.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 5-0.

10. RESOLUTION 10274, DECLARING CERTAIN PROPERTY LOCATED AT 520 8TH AVENUE SOUTH, A NUISANCE, ORDER THE NUISANCE BE ABATED AND AUTHORIZE CITY STAFF TO FORCE ABATEMENT IF NECESSARY.

Planning and Community Development Director Craig Raymond reported that this item declares certain conditions located at 520 8th Avenue South a public nuisance. The Official Code of the City of Great Falls (OCCGF), Title 8, Chapter 49, provides for a process for dealing with nuisances which impact the public health and welfare. The property has been the subject of verbal complaints since 2013, and the City received a formal complaint in October, 2017. Some violations have been remedied since the most recent complaints have been filed; however, other violations continue to exist. The owners of the subject property have resisted City efforts to investigate existing violations. City staff has worked with the owners by giving them generous amounts of time to complete the

JOURNAL OF COMMISSION PROCEEDINGS
January 2, 2019

cleanup and repair the premises. There has been some progress; however, it has not been sufficient to give Staff any confidence that the cleanup and removal of all violations will be completed in a reasonable amount of time.

Mayor Kelly declared the public hearing open.

No one spoke in support of or in opposition to Resolution 10274.

Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Houck moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 10274, Declaring Certain property located at 520 8th Avenue South, Lot 6 Block 499, Great Falls Original, Cascade County, Montana, a Nuisance, order the Nuisance be abated and authorize City staff to force abatement if necessary.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Houck received clarification that the property owners' recreational vehicle (RV) is not currently licensed, and that it is a violation for the property owners' to live in the RV on a single-family residential lot.

Commissioner Moe received clarification that both property owners, Mr. Brainard and Mr. Guidotti, were notified of the violations; however, the RV has not been licensed, and the property owners live in the RV.

Mayor Kelly commented that citizens have responsibilities when they live in a community, and hopes that by declaring a nuisance, the property owners will find the resources to complete repairs and change their situation.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

11. RESOLUTION 10281, DELEGATING THE GREAT FALLS PUBLIC WORKS DEPARTMENT AUTHORITY TO ESTABLISH AND MAINTAIN TRAFFIC CONTROL DEVICES.

Assistant City Attorney Joe Cik reported that this item would delegate the Public Works Department authority to establish traffic control devices with appropriate Montana Department of Transportation (MDT) approval.

Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10281.

Mayor Kelly asked if there were any comments from the public, or any discussion amongst the Commissioners.

Commissioner Robinson received clarification the Commission could continue to make suggestions with regard to making changes to traffic control devices.

Commissioner Moe received clarification that the MDT would perform its own traffic study with regard to making changes to traffic control devices.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 5-0.

CITY COMMISSION

12. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Moe expressed condolences with regard to the passing of Dick Bennett. Commissioner Moe commented that Mr. Bennett was a wonderful public servant and businessman who will be sorely missed.

13. COMMISSION INITIATIVES.

There were no Commission initiatives.

ADJOURNMENT

JOURNAL OF COMMISSION PROCEEDINGS
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There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Mayor Kelly, to adjourn the regular meeting of January 2, 2019, at 7:40 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

Deputy City Clerk Darcy Dea

Minutes Approved: January 15, 2019

DRAFT



ITEM: \$5,000 Report
 Invoices and Claims in Excess of \$5,000

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
<http://greatfallsmt.net/finance/checkregister>

TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$5000:

ACCOUNTS PAYABLE CHECK RUNS FROM DECEMBER 20, 2018 - JANUARY 2 , 2019	4,348,797.65
MUNICIPAL COURT ACCOUNT CHECK RUN FOR NOVEMBER 30, 2018 - DECEMBER 28, 2018	64,766.00
TOTAL: \$	4,413,563.65

GENERAL FUND

POLICE

MISSION CRITICAL PARTNERS, LLC	RADIO STUDY	10,326.40
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FIRE

BRANDT INSTRUMENTS, INC	SCBA TEST BENCH	10,705.00
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SPECIAL REVENUE FUND

STREET DISTRICT

DEPARTMENT OF TRANSPORTATION	PRELIMINARY ENGINEERING TA PROJECT (SPLIT AMONG FUNDS)	2,937.67
WATER & ENVIRONMENTAL TECHNOLOGIES INC	OF 1476.6 VINYARD ROAD STORM WATER MANAGEMENT (SPLIT AMONG FUNDS)	6,064.16
GERANIOS ENTERPRISES INC	OF 1666.8 MISC DRAINAGE IMPRV NW SIDE ALLEYS PHASE 2 (SPLIT AMONG FUNDS)	10,793.85
GERANIOS ENTERPRISES INC	OF 1679.9 43RD ST N & 8TH AVE N RECONSTRUCTION	69,384.56

LIBRARY

UGRIN, ALEXANDER, ZADICK & HIGGINS PC	LITIGATION OUTSIDE COUNSEL	8,236.88
EVELYN GOLDINGER	PARTIAL RESOLUTION OF DISPUTED CLAIMS	9,859.83

PARK & RECREATION SPECIAL REVENUE

DEPARTMENT OF TRANSPORTATION	PRELIMINARY ENGINEERING TA PROJECT (SPLIT AMONG FUNDS)	2,937.66
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SPECIAL REVENUE FUND (CONT.)

PARK DISTRICT

CONVOY SUPPLY INC	DUGOUT AND BACKSTOPS MULTI-SPORTS FIELD #7	8,822.03
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FEDERAL BLOCK GRANTS

A-1 CONTRACTORS INC	CDBG CONTRACT ST VINCENT DE PAUL NEW ROOF FOR GRACE HOME	36,845.00
NELSON ARCHITECTS LLC	OF 1740.1 ELECTRIC CITY WATER PARK BATH HOUSE RESTORATION	5,114.70

DEBT SERVICE

SOCCER PARK GO BONDS

US BANK NA	DEBT SERVICE	10,274.38
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GENERAL OBLIGATION TAXABLE BONDS

US BANK NA	DEBT SERVICE	8,462.50
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WEST BANK TID BONDS

US BANK NA	DEBT SERVICE	11,606.25
US BANK NA	DEBT SERVICE	43,481.25

CAPITAL PROJECTS

GENERAL CAPITAL

KUGLIN CONSTRUCTION	OF 1730.7 POLICE PARKING LOT CURB REPAIR	8,954.55
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ENTERPRISE FUNDS

WATER

INDUSTRIAL AUTOMATION CONSULTING	WONDERWARE SUPPORT	14,737.72
ADVANCED ENGINEERING & ENVIRONMENTAL SERVICES INC	OF 1625.8 ASBESTOS TESTING GORE HILL WATER TOWER & BOSTON HEIGHTS	24,744.00
BLACK & VEATCH CORPORATION	OF 1519.6 WTP IMP PH 1 CONSTRUCTION PORTION	82,401.60
SLETTEN CONSTRUCTION COMPANY	OF 1519.6 WTP PH 1 CONSTRUCTION	133,100.52
US BANK NA	DEBT SERVICE	9,732.50
US BANK NA	DEBT SERVICE	86,286.17
US BANK NA	DEBT SERVICE	100,900.00
US BANK NA	DEBT SERVICE	130,690.00
US BANK NA	DEBT SERVICE	245,389.43
US BANK NA	DEBT SERVICE	319,112.50
US BANK NA	DEBT SERVICE	320,512.50
TD & H ENGINEERING	OF 1494.6 PROF SERVICES WATER MAIN CROSSINGS MISSOURI & SUN RIVERS	44,500.00
INDUSTRIAL AUTOMATION CONSULTING	OF 1519.6 WTP IMP PH 1 CONSTRUCTION	8,223.22

SEWER

US BANK NA	DEBT SERVICE	9,601.25
US BANK NA	DEBT SERVICE	116,260.00
US BANK NA	DEBT SERVICE	212,855.00
US BANK NA	DEBT SERVICE	236,275.00
US BANK NA	DEBT SERVICE	340,900.00

ENTERPRISE FUNDS (CONT.)

STORM DRAIN

DEPARTMENT OF TRANSPORTATION	PRELIMINARY ENGINEERING TA PROJECT (SPLIT AMONG FUNDS)	2,937.67
WATER & ENVIRONMENTAL TECHNOLOGIES INC	OF 1476.6 VINYARD ROAD STORM WATER MANAGEMENT (SPLIT AMONG FUNDS)	16,113.34
GERANIOS ENTERPRISES INC	OF 1666.8 MISC DRAINAGE IMPRV NW SIDE ALLEYS PHASE 2 (SPLIT AMONG FUNDS)	36,945.42
US BANK NA	DEBT SERVICE	87,335.17
US BANK NA	DEBT SERVICE	143,582.50
US BANK NA	DEBT SERVICE	149,645.74

911 DISPATCH CENTER

CENTURYLINK	MONTHLY LINE CHARGES	5,843.14
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PARKING

STANDARD PARKING CORPORATION	CONTRACT SERVICES FOR NOV 2018	29,992.92
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INTERNAL SERVICES FUND

INSURANCE & SAFETY

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	EMPLOYEE HEALTH INSURANCE PREMIUM Jan-19	776,394.35
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FISCAL SERVICES

ANDERSON ZURMUEHLEN AND CO PC	FINAL BILLING FOR AUDIT	9,000.00
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CENTRAL GARAGE

TITAN MACHINERY, INC	2017- ELGIN PELICAN SWEEPER	193,113.00
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TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	39,633.00
RESTITUTION	FINES & FORFEITURES COLLECTIONS	6,852.00

ULRRWSD AGENCY PHASE I

US BANK NA	DEBT SERVICE	12,785.00
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ULRRWSD AGENCY PHASE II

US BANK NA	DEBT SERVICE	8,918.75
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ULRRWSD AGENCY PHASE III

US BANK NA	DEBT SERVICE	5,566.25
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CLAIMS OVER \$5000 TOTAL:

\$ 4,225,686.33

CITY OF GREAT FALLS, MONTANA

AGENDA: 9

COMMUNICATION TO THE CITY COMMISSION

DATE: January 15, 2019

ITEM: CONTRACTS LIST
Itemizing contracts not otherwise approved or ratified by City Commission Action
(Listed contracts are available for inspection in the City Clerk’s Office.)

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works/ Environmental	HDR Engineering, Inc.	01/01/2019 – 12/31/2020	\$7,030	Professional Services Agreement Extension to provide on call permit renewal assistance OF 1735 (CR: 020618.9F)
B	Public Works/ Engineering	Terracon Consultants Inc.	01/15/2019- 11/2019	\$3,992.10	Professional Services Agreement to delineate potential void spaces and recommend repair options for Fire Station

					# 4 1800 Fox Farm Road. Terracon Proposal No. PC4181087 OF 1727.1
C	Public Works/ Engineering	Detailed Construction Co.	11/21/2018- 09/28/2019	\$1,860	Change Order No. One for additional funding to remove a dysfunctional drinking fountain and fire sprinkler upgrades that were not shown on project documents at the Community Recreation Center restroom located at 801 2 nd Avenue North (CR 112018.9B; 010218.10D & 062017.18) OF 1737



Item: Set public hearing for Resolution 10282 Establishing Sanitation Service Collection Rates effective March 1, 2019

From: Laura Lynch, Utilities Operations Supervisor

Initiated By: Public Works and Finance

Presented By: Melissa Kinzler, Finance Director and Jim Rearden, Director of Public Works

Action Requested: Set Public Hearing for February 5, 2019 to consider increasing residential and commercial service collection rates by 5% as well as creating new rates for duplexes, triplexes, vacant businesses and dry runs.

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (set/not set) a public hearing for February 5, 2019, on Resolution 10282 to establish sanitation service collection rates effective March 1, 2019.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Summary: In an effort to provide necessary collection and disposal services as well as to fund capital improvements, the Public Works Department, Sanitation Division, is seeking a rate increase effective March 1, 2019.

Background: Each year, staff reviews and analyzes the financing needs of the sanitation fund to ensure the City has adequate funding necessary for day to day operations, capital improvements and emergencies. OCCGF 8.32.350 requires the Commission to adopt a resolution establishing rates to defray the costs of sanitation services for the fiscal year.

Staff proposes adjusting the sanitation rates to adequately provide service while covering the expenses, largely due to the increase in operations and equipment costs. It is recommended to increase residential and commercial service collection rates by 5%. Upon review and analysis, staff has observed that the Sanitation Division loses customers to a competitor due to non-competitive rates for duplexes and triplexes and therefore recommends the establishment of rates consistent with single family homes per unit. Staff also recommends the establishment of a vacant business rate whereby collection services will be offered once per month at a rate of \$5. Finally, staff recommends establishing a dry run fee for commercial accounts to recoup fees for time and equipment. It incorporates a fee for unsuccessful attempts for container pick-ups or drop-offs due to cars or any other items or materials blocking access

to pick-up or drop-off containers, any obstructions out of the City's control, containers that are too heavy to be removed, locked gates or fences, inaccessible driveways or parking lots, or for any other reasons out of our control which prevent successful pick-ups or drop-offs. This fee covers the driver's pay, fuel and time for re-routing the driver's planned schedule.

The last residential increase was in December 2017 and the last commercial rate increase was in October 2015.

Fiscal Impact: The increases are necessary to continue to provide required pickup and disposal services as well as fund capital improvements, specifically the replacement and maintenance of the fleet. Moreover, the landfill rate will be \$27.35 in 2019, which represents an increase of 2.65%. Therefore, the rate increase is somewhat in part to help defray landfill costs. Comparisons of current versus proposed rates are attached.

Alternatives: The City Commission could choose to not set the public hearing and thereby deny Resolution 10282. Doing so will result in reduced funds available to maintain the equipment necessary to operate the sanitation service efficiently.

Attachments/Exhibits:

1. Resolution 10282
2. Current versus Proposed Rates
3. Public Notice for Publication

RESOLUTION 10282
A RESOLUTION ESTABLISHING RESIDENTIAL AND COMMERCIAL
SANITATION SERVICE COLLECTION RATES EFFECTIVE MARCH 1, 2019

WHEREAS, an annual review is performed of the cost of service for the collection and disposal of solid waste from customers of the City of Great Falls, in accordance with Title 8, Chapter 32, of the Official Code of the City of Great Falls; and

WHEREAS, pursuant to Title 8, Chapter 32, of the Official Code of the City of Great Falls, the City of Great Falls is authorized to regulate the City's sanitation services and to establish all rates, fees and charges; and

WHEREAS, the rate and fee schedules prepared to generate sufficient revenue to pay all costs of the operation and maintenance of existing and proposed services and equipment for providing sanitation services to inhabitants of the City of Great Falls; and

WHEREAS, it is essential to the public health, welfare and safety of the inhabitants of the City of Great Falls to provide an adequate sanitation program and to provide sufficient funding to meet the cost of operation and maintenance; and

WHEREAS, notice having been provided as required by law, the City Commission of the City of Great Falls, conducted a public hearing on Tuesday, February 5, 2019, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider the cost of operation, maintenance, equipment, facilities and capital improvements for the solid waste collection and disposal system.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that:

Basic monthly Sanitation Service Collection Rates are hereby established as follows:

<u>RESIDENTIAL</u>	<u>PROPOSED</u>
Single Family Home	\$12.70
Duplex (\$12.70 per unit)	\$25.40
Triplex (\$12.70 per unit)	\$38.10
Additional 96 Gallon	\$7.20
Senior Citizen	\$8.90
Extra Pickup	
96 Gallon	\$10.00
300 Gallon	\$15.00
plus extra's - per minute	\$5.00

Charges for other commercial pick-up frequencies per week shall be the rate times the number of pickups per week. Large accumulation of material placed for collection may be charged to the customer @ \$5.00 per minute if it takes longer than 2 minutes to load the material.

Special Pickup

Large appliances	\$15.00
Large appliances with Freon	\$50.00 (includes \$35 to remove Freon)

COMMERCIAL

96 Gallon	\$21.25
1.5 yard	\$35.90
2 yard	\$42.90
3 yard	\$61.60
4 yard	\$82.00
6 yard	\$122.00
8 yard	\$162.00
Card Board Recycling	\$15.00

DROP BOX (per pick-up)

3 yard construction dumpster (plus rental fees)	\$50.00
20 yard construction dumpster (plus rental fees)	\$285.00
30 yard construction dumpster (plus rental fees)	\$321.00
40 yard construction dumpster (plus rental fees)	\$352.00
30 yard compacted (plus disposal charge)	\$203.00
40 yard compacted (plus disposal charge)	\$203.00
Flat Rate Surcharge (over weight containers)	\$105.00
Dry Run Fee	\$50.00

Per Day Rental Fees \$2.00

Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Montana Waste Systems. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 5th day of February, 2019.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

RESOLUTION 10282
RESIDENTIAL AND COMMERCIAL SANITATION COLLECTION RATES
CURRENT VS PROPOSED RATES

<u>RESIDENTIAL</u>	<u>CURRENT</u>	<u>PROPOSED</u>	
per month			
Single Family Home	12.09	12.70	
Duplex (\$12.70 per unit)		25.40	<i>New Rate</i>
Tri-plex (\$12.70 per unit)		38.10	<i>New Rate</i>
Additional 96 Gallon	6.86	7.20	
Senior Citizen	8.41	8.90	
Extra Pickup			
96 Gallon	6.86	10.00	
300 Gallon	9.82	15.00	
plus extra's - per minute	5.00	5.00	<i>no change</i>
<i>Charges for other commercial pick-up frequencies per week shall be the rate times the number of pick-ups per week. Large accumulation of material placed for collection may be charged to the customer @ \$5.00 per minute if it takes longer than 2 minutes to load the material.</i>			
Special Pickup			
Large appliances	10.00	15.00	
Large appliances-with Freon (**\$35.00 to remove freon)	45.00	50.00	
COMMERCIAL			
per month			
96 Gallon	21.25	21.25	<i>no change</i>
1.5 yard	34.19	35.90	
2 yard	40.89	42.90	
3 yard	58.67	61.60	
4 yard	78.08	82.00	
6 yard	116.22	122.00	
8 yard	154.35	162.00	
Card Board Recycling	15.00	15.00	<i>no change</i>
Vacant business **once a month pick-up		5.00	<i>New Rate</i>
DROP BOX			
per pick-up			
3 yard construction dumpster (plus rental fees)	48.00	50.00	
20 yard construction dumpster (plus rental fees)	285.00	285.00	<i>no change</i>
30 yard construction dumpster (plus rental fees)	321.00	321.00	<i>no change</i>
40 yard construction dumpster (plus rental fees)	352.00	352.00	<i>no change</i>
30 yard compacted (plus disposal charge)	203.00	203.00	<i>no change</i>
40 yard compacted (plus disposal charge)	203.00	203.00	<i>no change</i>
Flat Rate Surcharge (over weight containers)	105.00	105.00	<i>no change</i>
Dry Run Fee		50.00	<i>NEW RATE</i>
Per Day Rental Fees	2.00	2.00	<i>no change</i>

Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Montana Waste Systems. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution 10282 – A Resolution to Establish Rates in Accordance with Title 8, Chapter 32 of the Official Code of the City of Great Falls (OCCGF), for the Collection and Disposal of Solid Waste Collected from Customers of the City of Great Falls effective March 1, 2019 - will be brought before the Great Falls City Commission for Public Hearing in the Commission Chambers Room 206, Civic Center, 2 Park Drive South, Great Falls, Montana, on Tuesday, February 5, 2019, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said Resolution 10282 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: 1/27/19 and 2/3/19



Item: Resolution 10276, Vacating (a Portion of) 1st Alley South Between 14th Street South and 15th Street South

From: Brad Eatherly, Planner I

Initiated By: Montana Federal Credit Union

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: City Commission conduct public hearing, adopt Resolution 10276, and approve agreement

Public Hearing:

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10276.”

2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation: City staff recommends the City Commission adopt Resolution 10276, subject to the applicant reserving a 20-foot wide easement for access to existing utilities.

Summary: The applicant, Montana Federal Credit Union through its CEO and President Steve King, has submitted an application for a petition to vacate 1st Alley South within Block 354 of the Great Falls Original townsite.

Background: This Resolution for vacation of an alley is spurred by recent construction that is taking place as Montana Federal Credit Union works to expand their bank office building located at 15 14th Street South. On October 9, the City's Design Review Board approved the project, which allows for a 13,992 square foot expansion of the building on the ground floor with another 6,620 sq. ft. for the second floor. This project has since received a building permit and is under construction.

During staff discussions with the consultant about this project, it was noted that the Credit Union owns property on both sides of the alley. The western portion of the alley (approximately 300 linear feet) was

vacated in 1920. This leaves approximately 76 feet of remaining alley length that was retained by the City of Great Falls. Since the Credit Union now owns all property north of the alley, including the lot north of the 76 foot alley section, the applicant asked the City about vacating the remaining section. Specifically, the City recommends in favor of the applicant's request subject to the applicant reserving a 20-foot wide easement for access to existing utilities.

According to Section 7-3-4448, Montana Code Annotated (M.C.A), the owner must file a request for the intent to vacate any right of way. City staff presented a Resolution of the Intent to Vacate such right of way at the City Commission meeting on December 18, 2018. The City Commission adopted Resolution 10275 and set a date for a public hearing regarding the vacation of the right of way. M.C.A. requires a petition to be sent to each of the owners abutting the right of way property. Unless 51 percent of the affected property owners object to the proposed vacation, the Commission may declare such vacation. Staff notes that the applicant is the only property owner on either side of the right of way.

Fiscal Impact: Vacation of the alley will have minimal fiscal impact to the City. Montana Federal Credit Union will be required to maintain the vacated portion of the alley.

Alternatives: If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute. If this occurred, the City would continue its ownership and maintenance of the alley.

Concurrences: Representatives from the City's Public Works and Fire Departments have been notified of the request to vacate the alley and have no objections to the request.

Attachments/Exhibits:

Resolution 10276 with Exhibit "A"
Owner's Request to Vacate

RESOLUTION 10276

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, VACATING 1ST ALLEY SOUTH WITHIN BLOCK 354, GREAT FALLS ORIGINAL TOWNSITE, AS SHOWN IN EXHIBIT "A," AND IN ACCORDANCE WITH THE PROVISIONS OF MONT. CODE ANN. § 7-3-4448

* * * * *

WHEREAS, the subdivision plat of the Great Falls Original Townsite dedicated a twenty (20) foot wide right-of-way for 1st Alley South within Block 354; and

WHEREAS, Montana Federal Credit Union owns the properties on both sides of said right-of-way and has submitted a petition to have said 1st Alley South vacated; and

WHEREAS, it is determined retention of 1st Alley South within Block 354 for access by the public is not needed, and an easement will suffice to accommodate public and private utilities, both buried and overhead, existing in said Alley; and

WHEREAS, at its regular meeting held on December 18, 2018, the City Commission of the City of Great Falls, Montana, passed and adopted Resolution 10275, titled:

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE 1ST ALLEY SOUTH WITHIN BLOCK 354, GREAT FALLS ORIGINAL TOWNSITE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-3-4448, MONTANA CODE ANNOTATED AND DIRECTING NOTICE BE GIVEN AS PROVIDED BY LAW; and

WHEREAS, notice was provided pursuant to Mont. Code Ann. § 7-3-4448(2); and

WHEREAS, a public hearing was held by the City Commission of the City of Great Falls, Montana, on the 15th day of January, 2019, at 7:00 o'clock p.m. in the Commission Chambers of the Civic Center, 2 Park Drive South, Great Falls, Montana, where said Commission heard all persons relative to the proposed vacation of 1st Alley South within Block 354, Great Falls Original Townsite.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that 1st Alley South, within Block 354, Great Falls Original Townsite, is hereby vacated.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that an Amended Plat of Lots 7-8A, Block 354, Great Falls Original Townsite, shall be prepared which reflects the vacated right-of-way.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 15th day of January, 2019.

Bob Kelly, Mayor

ATTEST:

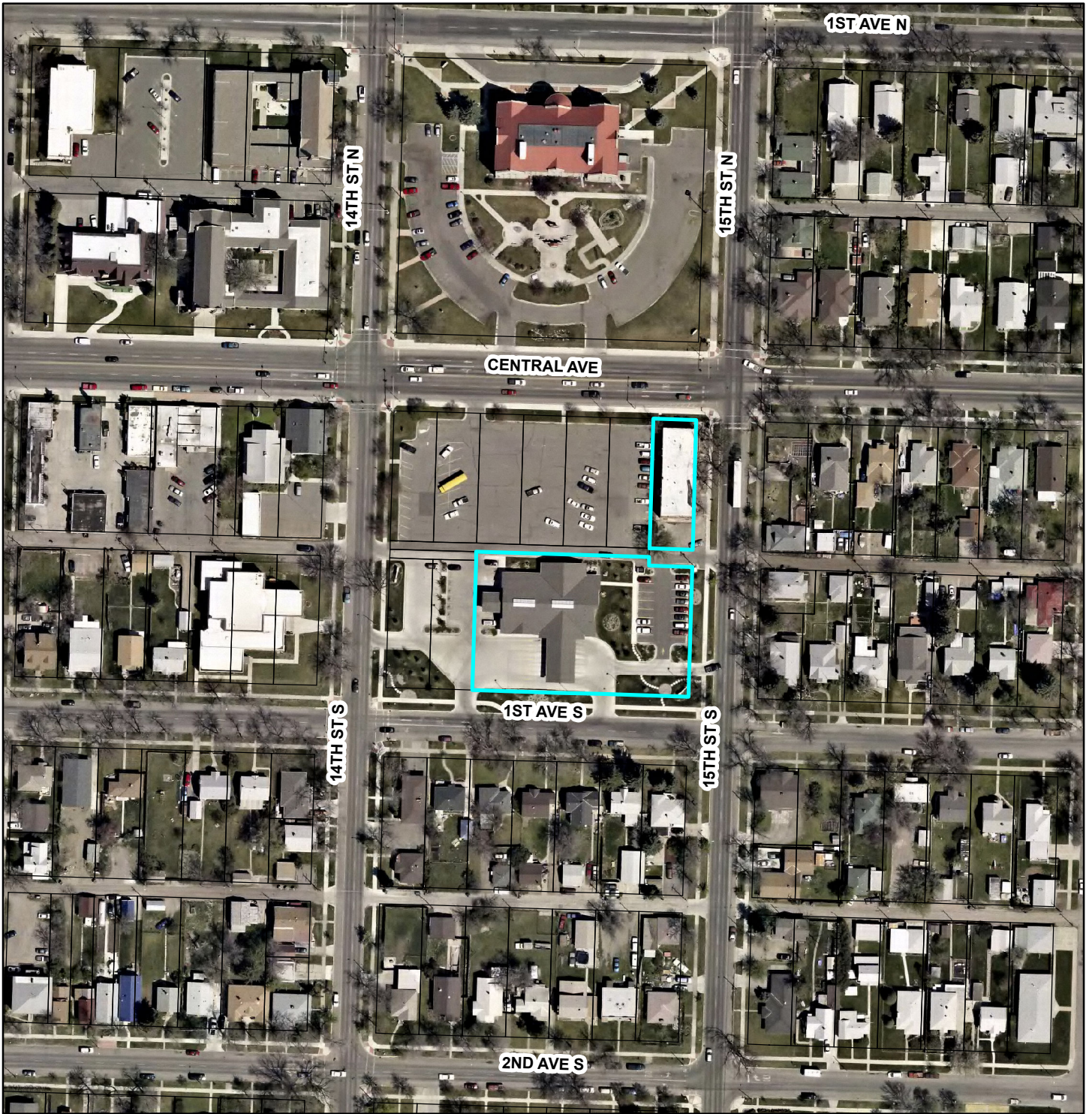
Lisa Kunz, City Clerk



(CITY SEAL)

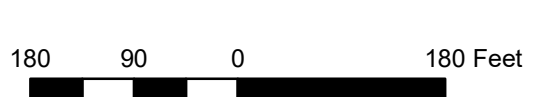
APPROVED FOR LEGAL CONTENT:

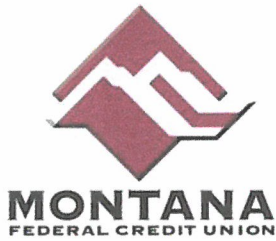
Sara Sexe, City Attorney

Exhibit A



 Subject Property
 CityStreets





PETITION

November 1, 2018

Mayor Bob Kelly & City Commissioners
City of Great Falls
P.O. Box 5021
Great Falls, MT 59403

Re: Vacate a portion of the alley between Central Avenue and 1st Avenue at 15th Street.

We, the undersigned, are asking the City Commission of the City of Great Falls to vacate a portion of the alley between Lot 7 and the congregated Lot 8-12 that is located between Central Avenue and 1st Avenue South, and between 14th Street and 15th Street. The procedure to vacate streets is outlined in the Montana Code Annotated 7-3-4448 and requires a petition in writing of at least the Owners of the lots on the street or alley; and approval by a majority vote of the council. The undersigned represent 100% of the Owners.

The alley describe is at Great Falls First Addition, Range R04 E, Township T20N, Section S07, Block 354 and located between Lot 7 and congregated Lot 8-12, both owned by Montana Federal Credit Union. The remainder of this alley of Block 354 has previously been vacated between Lots 1-6 and Lots 9-14, see attached drawing.

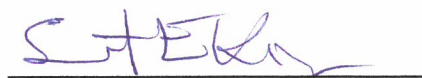
We appreciate your consideration in this matter.

Owners:

Signature:

Date:

Montana Federal Credit Union


Steve King, CEO/President

11/2/18



Item: Public Hearing – Resolution 10280 to annex a portion of a tract of land equaling +/- 6.254 acres legally described as Mark 7K, in Section 4, T20N, R4E, P.M.M., Cascade County, Montana, and Ordinance 3195 to establish I-2 Heavy Industrial zoning.

From: Erin Borland, Planner II, Planning and Community Development

Initiated By: Talcott Holdings Inc.

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: City Commission adopt Resolution 10280, adopt Ordinance 3195, approve the Annexation Agreement and the Findings of Fact/Basis of Decision.

Public Hearing:

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

Commissioner moves:

I. "I move that the City Commission (adopt/deny) Resolution 10280 to annex a tract of land equaling +/- 6.254 acres legally described as Mark 7K, in Section 4, T20N, R4E, P.M.M., Cascade County, Montana and (approve/deny) the Annexation Agreement and the accompanying Findings of Fact/Basis of Decision. "

Mayor requests a second to the motion, Commission discussion, and calls for the vote.

and:

II. "I move that the City Commission (adopt/deny) Ordinance 3195 and the accompanying Findings of Fact/Basis of Decision."

Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: At the conclusion of a public hearing held on November 27, 2018, the Planning Advisory Board recommended the City Commission approve the annexation of the subject property with conditions. Additionally, the Zoning Commission recommended the City Commission

approve the establishment of I-2 Heavy Industrial zoning for the subject property with the following conditions:

Conditions of Approval for Annexation:

1. General Code Compliance. The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

2. Annexation Agreement. The applicant shall abide by the terms and conditions specified in the attached Annexation Agreement for the subject property. The Annexation Agreement must be signed by the applicant and recorded with the Cascade County Clerk and Recorder's Office.

Conditions of Approval for Establishment of Zoning:

1. General Code Compliance. The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

2. Amended Plat. Provide an Amended Plat of the subject property, showing the proposed boundary line adjustment after approval of the annexation of the property, which shall incorporate corrections of any errors or omissions noted by Staff.

3. Utilities. The final engineering drawings and specifications for the on-site utilities for the subject property shall be submitted to the City Public Works Department for review and approval.

4. Land Use & Zoning. The development standards and land uses for the subject property shall be consistent with the Official Code of the City of Great Falls (OCCGF).

5. Subsequent modifications and additions. If after establishment of the zoning, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

Summary:

Talcott Construction is a local construction company that is located at 4415 River Drive North. This location contains both the company's business office as well as a larger shop building. These buildings are located on two properties, adjacent to each other, with the business office residing in the City and the shop being located in the County.

The applicant is proposing to annex the portion of the property that contains the shop into the City limits in conjunction with a boundary line adjustment that will revise the lot configuration to have the shop and office building on one lot. The remaining area will stay in the County jurisdiction and likely be sold to a nearby owner. The applicant is also requesting that I-2 Heavy Industrial zoning be established on the property to be annexed. This would be consistent with the surrounding properties in this location.

Background:

Annexation by Petition

The subject property proposed for annexation is legally described as a portion of a tract of land equaling +/- 6.254 acres. This is the remainder tract from Certificate of Survey #3693 which has been attached for reference. As stated previously, the property owner has petitioned to be annexed into the City and to process a boundary line adjustment with an amended plat in order to combine the primary assets for the construction company onto one lot. This will enable the applicant to receive water and sewer service to its existing shop building. The remainder of the tract will stay in the county jurisdiction where there is no development proposal at this time.

Establishment of Zoning - I-2 Heavy Industrial

The applicant has requested that the 6.254 acres be zoned I-2 Heavy Industrial. Because this zoning matches the zoning for the existing office building on the adjoining property as well as the zoning for all other properties within the City limits, both staff and the Zoning Commission recommend that this zoning be assigned to the property proposed for annexation.

The basis for decision on zoning map amendments is listed in OCCGF §17.16.40.030. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Zoning Map Amendment.

Utilities

The applicant is responsible for the installation of all water and sewer service lines in order to serve the existing shop building to be annexed. These improvements are to be installed consistent with City standards and approved by the City of Great Falls Public Works Department.

Neighborhood Council Input:

The subject properties are located adjacent to Neighborhood Council #4. Due to the timing of the scheduled meetings, information has been sent out to the Council members via email for review and comment. To date no comments have been received.

Fiscal Impact:

Services are currently provided by the City to the adjacent property owned by the applicant. Upon approval of the annexation, new service lines will be installed to convey City services to the annexed property. The cost of said improvements will be borne by the applicant per the agreed upon terms in the attached Annexation Agreement. The annexation of the property will increase the City's tax base.

Alternatives:

The City Commission could deny any portion of the applicant's request for annexation and I-2 zoning. If such action is taken, the Commission must develop alternative findings to support such a denial decision.

Concurrences:

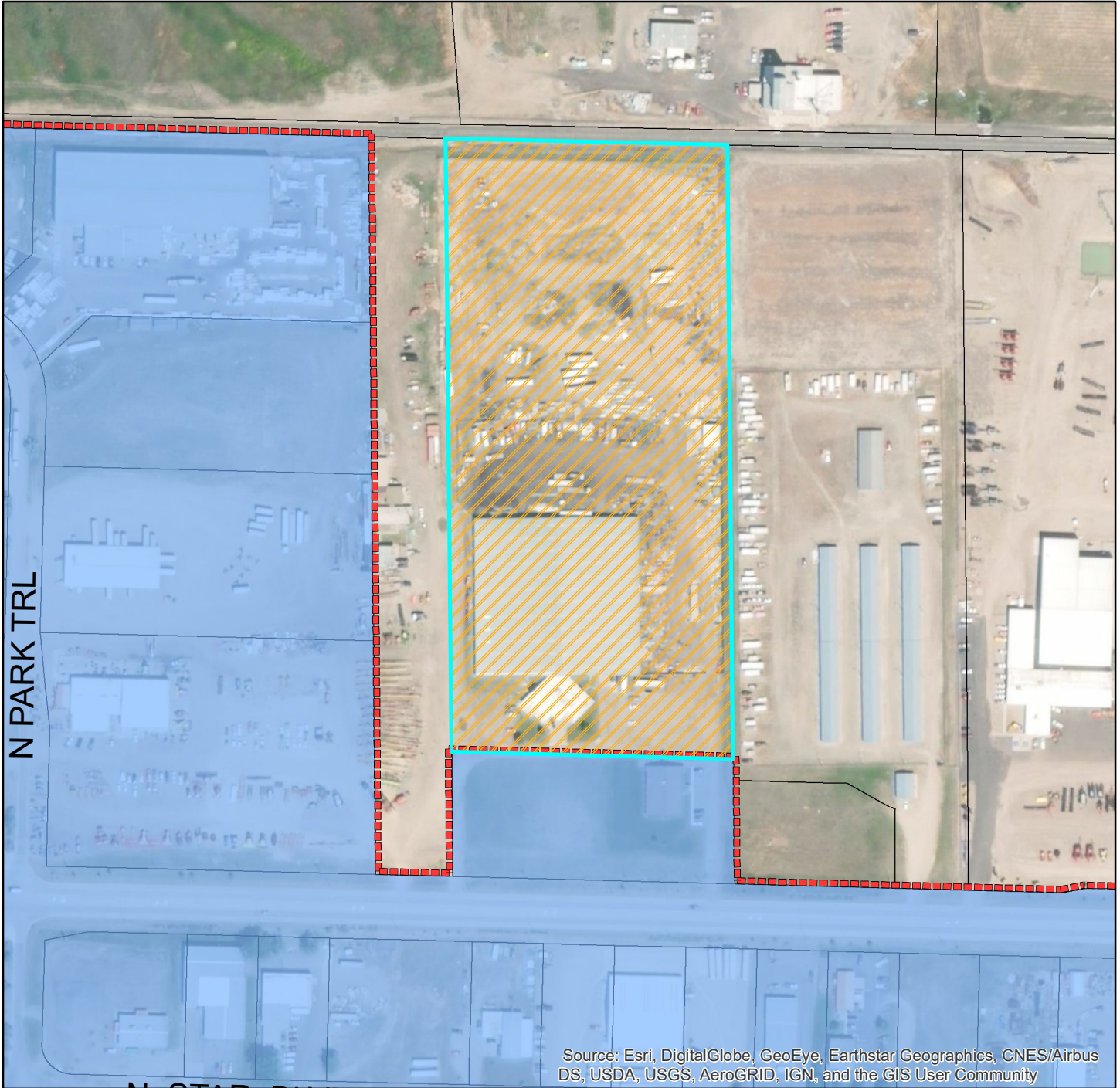
Representatives from the City's Public Works, Legal, and Fire/Rescue Departments have been involved throughout the review process for this project. Any comments provided from these various departments have been incorporated in this report.





Attachments/Exhibits:

- Aerial and Zoning Map
- Resolution 10280


- Findings of Fact/Basis of Decision - Annexation
- Ordinance 3195
- Findings of Fact/Basis of Decision – Zoning Map Amendment
- Certificate of Survey #3693
- Draft Certificate of Survey
- Annexation Agreement

ZONING MAP



-  Subject Property
-  I-2 Heavy Industrial
-  U Unincorporated Enclave
-  Tracts of Land

275 137.5 0 275 Feet



RESOLUTION 10280

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE A PORTION OF MARK 7K, A TRACT OF LAND EQUALING +/- 6.254 ACRES LOCATED IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.MT, CASCADE COUNTY, MONTANA, IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.

* * * * *

WHEREAS, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

WHEREAS, there is contiguous to said City, but without the boundaries thereof, a certain tract of land situated in the County of Cascade, State of Montana, and described as follows:

a portion of Mark 7K, a Tract of Land equaling +/- 6.254 acres, located in Section 4 Township 20 North, Range 4 East, P.M. MT, Cascade County, Montana;

all as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

WHEREAS, Talcott Holdings Inc., the owners of the hereinabove described properties have submitted a petition to have the subject property annexed to the City of Great Falls; and

WHEREAS, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

WHEREAS, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: “a portion of Mark 7K, a Tract of Land equaling +/- 6.254 acres, located in Section 4 Township 20 North, Range 4 East, P.M. MT, Cascade County, Montana” as shown on attached Attachment “A.”

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 15th day of January, 2019.

Bob Kelly, Mayor

ATTEST:

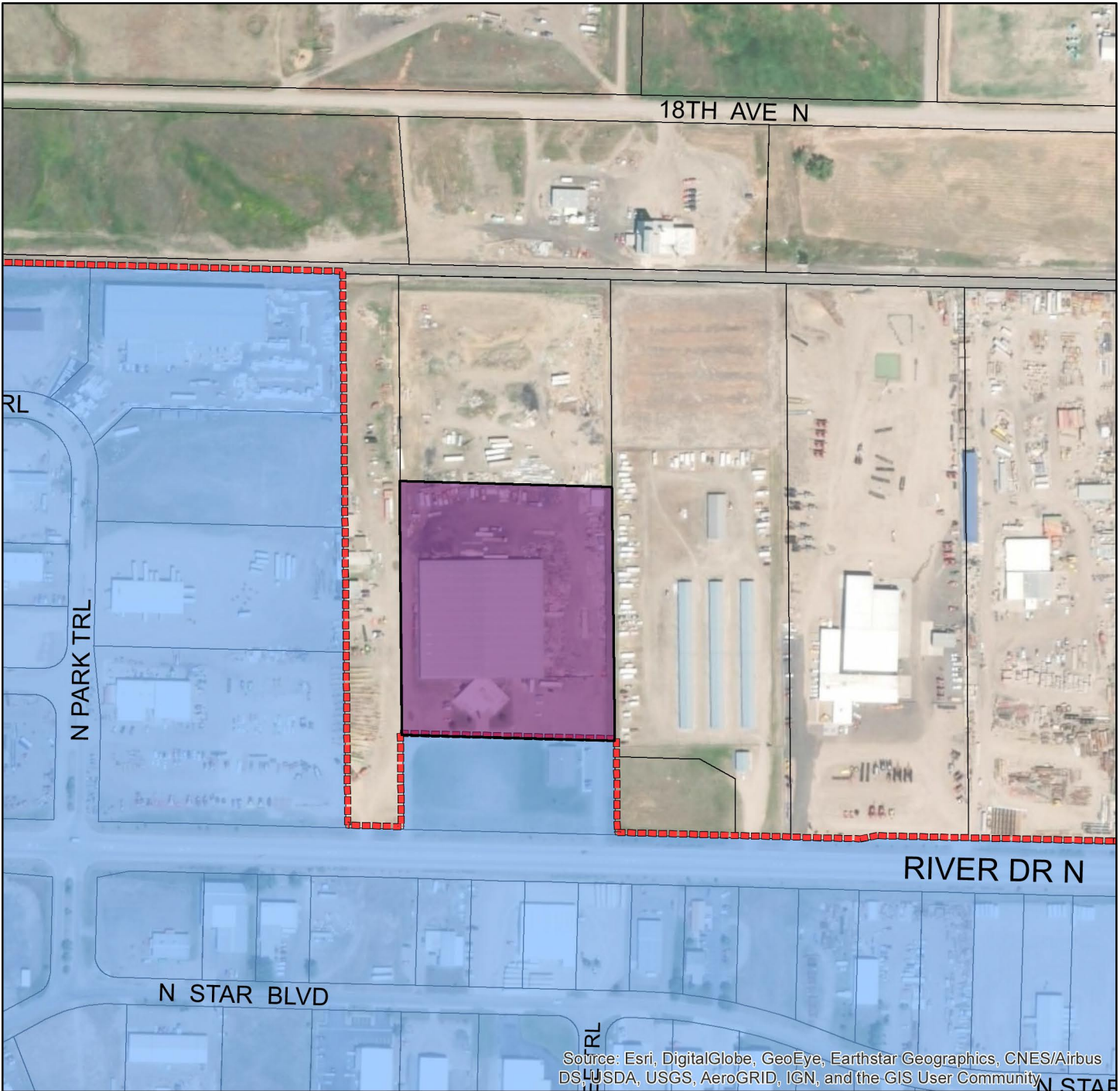
Lisa Kunz, City Clerk




(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Resolution 10280
Exhibit A



-  I-2 Heavy Industrial
-  Tracts of Land
-  Resolution 10280

360 180 0 360 Feet



FINDINGS OF FACT/BASIS OF DECISION – ANNEXATION

A portion of a tract of land equaling +/- 6.254 acres legally described as Mark 7K, in Section 4, T20N, R4E P.M.M., Cascade County, Montana

PRIMARY REVIEW CRITERIA:

The basis for decision on annexation is listed in Official Code of the City of Great Falls §17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the following criteria:

1. The subject property is contiguous to the existing City limits.

The subject properties are contiguous to the existing City limits, with previously annexed property being present to the south, of the proposed annexation area which is owned by the applicant. The city limit line is shown on the aerial map exhibit included in the agenda report.

2. The proposed annexation is consistent with the City's growth policy.

The proposed annexation is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is strongly supported by the Physical portions of the Growth Policy, specifically the goals and principles to encourage a balanced mix of land uses throughout the City.

Additionally, the annexation specifically supports the following goals and policies:

Physical – Zoning

- Phy4.2 Implement the City's land use codes to protect the health, safety, and welfare of its residents.
- Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.

Physical - Efficient Infrastructure

- Phy4.3 Optimize the efficiency and use of the City's public facilities and utilities.
- Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

3. The proposed annexation is consistent with applicable neighborhood plans, if any.

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located in Neighborhood Council #4. Due to the timing of the scheduled meetings information has been sent out to the Council members via email for review and comment. To date no comments have been received.

4. The proposed annexation is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.

The subject property does not lie within any adopted plan or sub-area planning areas. Since there is no development proposed at this time, the review of the consistency with other planning documents is not applicable at this time.

5. The City has, or will have, the capacity to provide public services to the subject property.

The City Public Works Department has verified that the capacity is adequate to provide these services due to the location of the parcel to be annexed and that it will be combined with a boundary line adjustment to a parcel already receiving services and new service lines will be installed to accommodate the new addition.

The property that is located to the south and currently in City limits are currently receiving law enforcement and fire protection service from the City of Great Falls. Providing these services to the proposed development is expected to be a manageable cost to the City.

6. The subject property has been or will be improved to City standards.

The proposed development is not proposing any new development at this time. County water and sewer will be abandoned and city service lines will be installed to the standards set forth by the Public Works Department.

7. The owner(s) of the subject property will bear all of the cost of improving the property to City standards and or/ the owner(s) has signed an agreement waiving the right of protest to the creation of a special improvement district created to pay, in whole or in part, any necessary improvement.

An Improvement Agreement for the properties has been drafted outlining the responsibilities of the applicant. The Improvement Agreement has been attached to the agenda report. Again, as stated above, there is no development proposed for this site at this time.

8. The subject property has been or will be surveyed and officially recorded with the County Clerk and Recorder.

The subject properties have been previously surveyed and recorded with the County Clerk and Recorder when subdivided in the County. A draft Certificate of Survey was submitted to show the proposed Boundary Line Adjustment that is required with the approval of the annexation.

9. The City will provide both water and sewer service to each of the uses in the subject property that may require potable water and waste water treatment and disposal.

Public improvements for City water and City sewer services have been addressed in the agenda report as well as in the attached Improvement Agreement.

10. The subject property is not located in an area the City Commission has designated as unsuitable for annexation.

The subject property is not located in an area the City Commission has designated as unsuitable for annexation.

11. The subject property is not located in another city or town. (See: 7-2-4608 (1), MCA)

The subject property is not located in another city or town.

12. The subject property is not used in whole or in part for agriculture, mining, smelting, refining, transportation, or any other industrial or manufacturing purpose or any purpose incidental thereto. (See: 7-2-4608 (2), MCA)

The subject property is not used for the uses listed above. The property is currently the shop for the applicants construction company.

ORDINANCE 3195

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS ASSIGNING A ZONING CLASSIFICATION OF I-2 HEAVY INDUSTRIAL DISTRICT TO THE PROPERTY LEGALLY DESCRIBED AS: A PORTION OF MARK 7K, A TRACT OF LAND EQUALING +/- 6.254 ACRES LOCATED IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M. MT, CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, Talcott Holdings Inc., the owner of record, has petitioned the City of Great Falls to annex the subject property, consisting of ±6.254 acres, as legally described above; and,

WHEREAS, Talcott Holdings Inc. has petitioned said property to be assigned a City zoning classification of I-2 Heavy Industrial district, upon annexation to City; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on November 27, 2018, to consider said zoning request and, at the conclusion of said hearing, passed a motion recommending the City Commission zone the property legally described as a portion of Mark 7K, a Tract of Land equaling +/- 6.254 acres, located in Section 4 Township 20 North, Range 4 East, P.M. MT, Cascade County, Montana to I-2 Heavy Industrial district; and

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 15th day of January, 2019, before final passage of said Ordinance herein; and,

WHEREAS, the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030; and

WHEREAS, following said public hearing, it was found and decided that said zoning designation be made.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

Section 1. It is determined that the herein requested zoning assignment meets the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and meets the requirements of OCCGF Section 17.16.40.030.

Section 2. That the property legally described as: a portion of Mark 7K a Tract of Land equaling +/- 6.254 acres, located in Section 4 Township 20 North, Range 4 East, P.M. MT, Cascade County, Montana, be designated as I-2 Heavy Industrial district as shown in Exhibit A.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading December 18, 2018.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading January 15, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

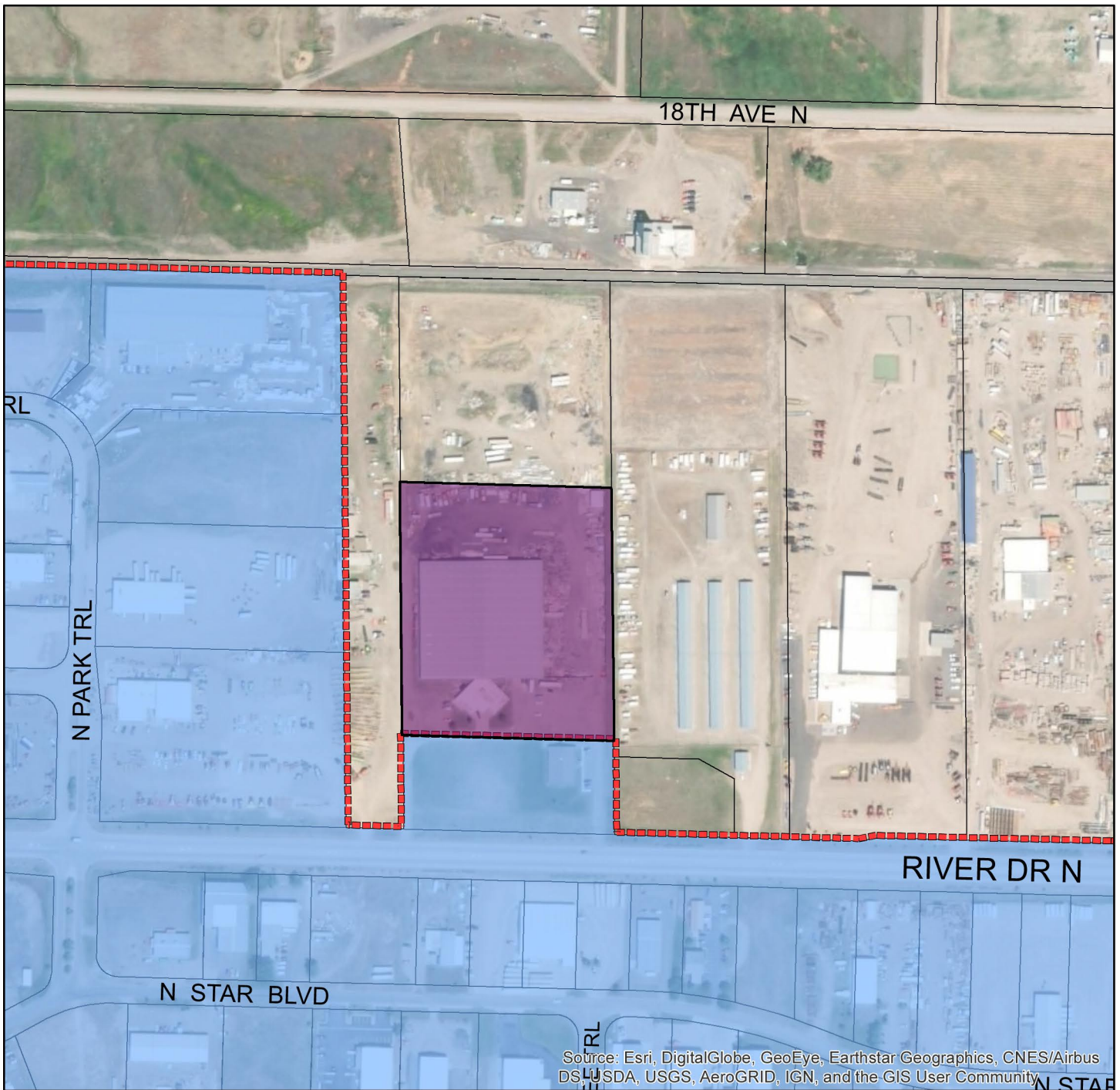
State of Montana)
County of Cascade : ss
City of Great Falls)




I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3195, on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk


(CITY SEAL)

Ordinance 3195 Exhibit A



-  I-2 Heavy Industrial
-  Tracts of Land
-  Ordinance 3195

360 180 0 360 Feet



FINDINGS OF FACT/BASIS OF DECISION – Zoning Map Amendment

A portion of a tract of land equaling +/- 6.254 acres legally described as Mark 7K, in Section 4, T20N, R4E P.M.M., Cascade County, Montana

PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls §17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

1. The amendment is consistent with and furthers the intent of the City's growth policy.

The proposed annexation and application of I-2 Heavy Industrial zoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is strongly supported by the Physical portions of the Growth Policy, specifically the goals and principles to encourage a balanced mix of land uses throughout the City.

Additionally, the annexation specifically supports the following goals and policies:

Physical – Zoning

- Phy4.2 Implement the City's land use codes to protect the health, safety, and welfare of its residents.
- Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.

Physical - Efficient Infrastructure

- Phy4.3 Optimize the efficiency and use of the City's public facilities and utilities.
- Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. Upon annexation, the subject properties will be located in Neighborhood Council #4. Due to the timing of the scheduled meetings information has been sent out to the Council members via email for review and comment. To date no comments have been received.

3. The amendment is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.

The subject property does not lie within any adopted plan or sub-area planning areas. Since there is no development proposed at this time, consistency review with other planning documents is not necessary at this time.

4. The code with the amendment is internally consistent.

The proposed establishment of zoning is not in conflict with any portion of the existing City Code and will be consistent with the adjacent existing zoning. The existing property and building use is permitted within the proposed I-2 Heavy Industrial zoning and is consistent with the surrounding uses as well. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the area.

5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

There are no existing public health, safety or welfare issues that have been identified for this property. The City Public Works Department has verified that utility capacity is adequate to provide services to the property upon annexation.

The property that is located to the south is currently in the City limits and is currently receiving law enforcement and fire protection service from the City of Great Falls. Providing these services to the proposed development is expected to be a manageable cost to the City.

6. The City has or will have the financial and staffing capability to administer and enforce the amendment.

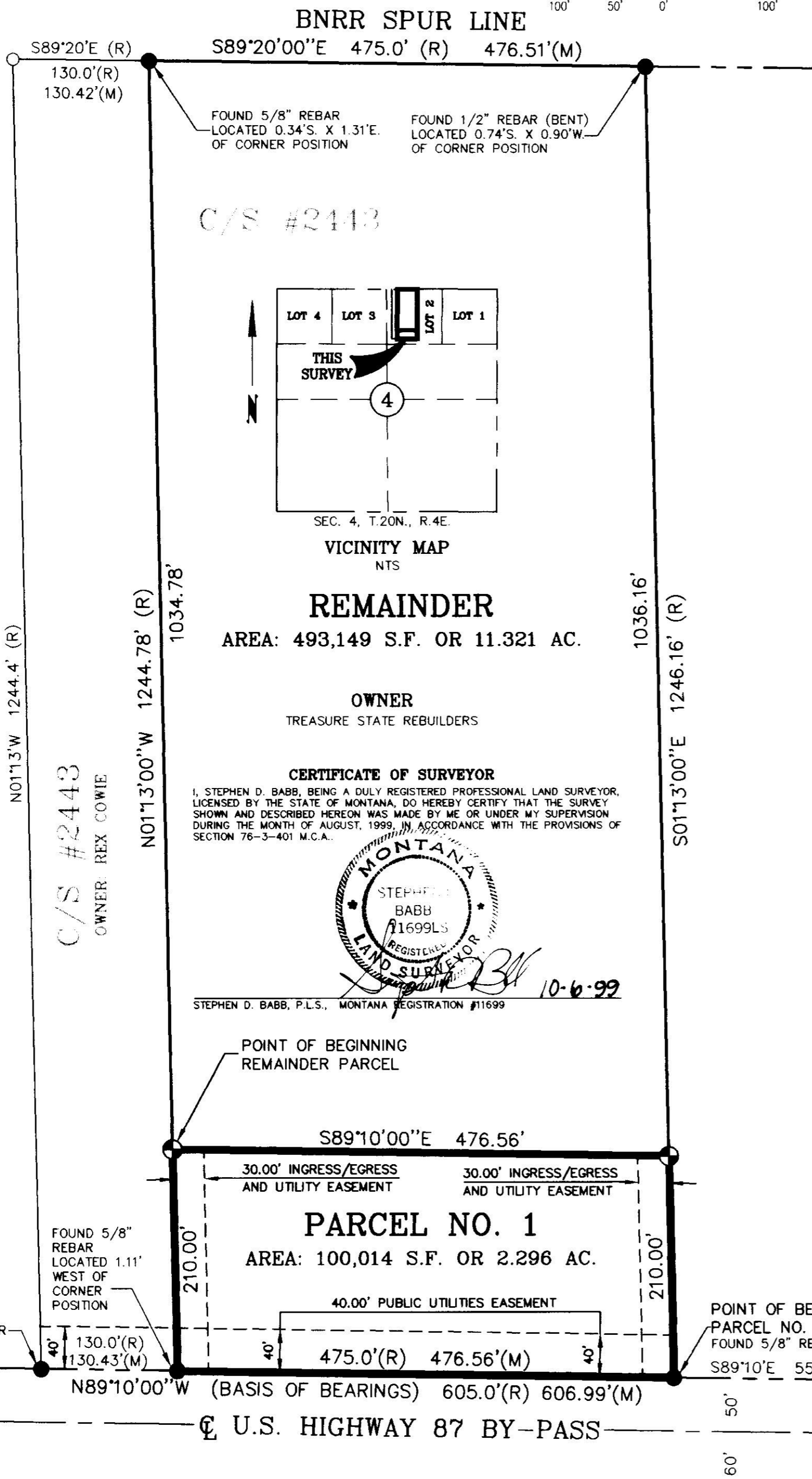
The City has the financial and staffing capability to enforce the amendment upon approval.

CERTIFICATE OF SUBDIVISION

A ONE LOT SUBDIVISION IN G.L.O. LOT 2, SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, OF THE P.M.M., CASCADE COUNTY, MONTANA

LEGEND

- SET 5/8" REBAR, 24" LONG, WITH PLASTIC CAP STAMPED "BABB LS 11699"
- INTERSECTION POINT - NO MONUMENT

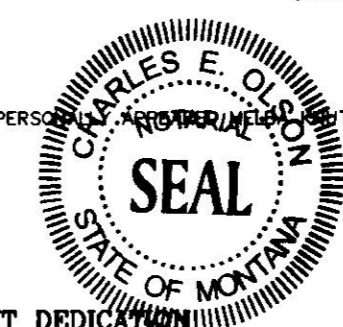


CERTIFICATE OF SURVEY
I, MELBA KNUTCH, as authorized agent of the owner of the following described properties, DO HEREBY CERTIFY THAT THE PURPOSE OF THIS SURVEY IS TO CREATE A PARCEL OF LAND FOR ANNEXATION into the City of Great Falls and; I HAVE CAUSED TO BE SURVEYED INTO A LOT, THE FOLLOWING DESCRIBED PARCEL OF LAND TO WIT:

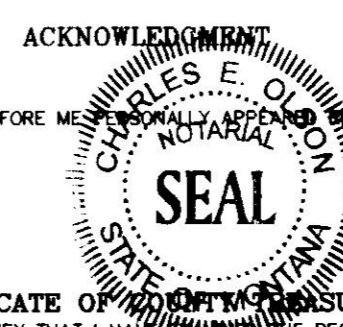
LEGAL DESCRIPTION - PARCEL NO. 1
A PARCEL OF LAND BEING A PORTION OF THE REMAINDER PARCEL SHOWN AND DESCRIBED ON CERTIFICATE OF SURVEY NUMBER 2443 IN THE RECORDS OF CASCADE COUNTY, SAID PARCEL BEING SITUATED IN G.L.O. LOT 2, SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, OF THE PRINCIPLE MERIDIAN MONTANA, CASCADE COUNTY, MONTANA, DESCRIBED AS FOLLOWS:
COMMENCING at the Southeast Corner of said Remainder Parcel said point also being the POINT OF BEGINNING of the parcel herein described;
THENCE N89°10'00"W along the southerly line of said Remainder Parcel and the northerly right-of-way of US Highway 87 By-pass, a distance of 476.56 feet (475.0 feet recorded);
THENCE leaving last said line, N01°13'00"W along the westerly line of said Remainder Parcel, a distance of 210.00 feet;
THENCE leaving last said line, S89°10'00"E a distance of 476.56 feet to the easterly line of said Remainder Parcel;
THENCE S01°13'00"E along said easterly line, a distance of 210.00 feet to the POINT OF BEGINNING;
Said Parcel containing in all 100,014 square feet or 2.296 acres.
TWO SEPARATE 30 FEET WIDE ACCESS AND UTILITY EASEMENTS AS DEPICTED ON THE DRAWING PORTION OF THIS SURVEY ACROSS PARCEL NO. 1, ARE HEREBY GRANTED, CONVEYED, ASSIGNED AND TRANSFERRED TO THE OWNER OF THE REMAINDER PARCEL AS DESCRIBED HEREIN. THESE EASEMENTS SHALL RUN WITH AND BENEFIT AND BE APPURTENANT TO THE LAND DESCRIBED IN THIS SURVEY AND BE FOR THE BENEFIT OF THE OWNER OF THE HEREIN DESCRIBED REMAINDER PARCEL.
THE 40.00' WIDE PUBLIC UTILITIES EASEMENT SHOWN ALONG THE SOUTHERLY LINE OF PARCEL NUMBER 1, IS HEREBY DEDICATED TO THE PUBLIC FOR INSTALLATION, MAINTAINANCE AND REPAIR OF PUBLIC UTILITIES.
THE ABOVE DIVISION OF LAND IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO ARM 17.36.605(2)(a) AS NO STRUCTURE REQUIRING WATER AND SEWAGE DISPOSAL WILL BE ERRECTED, COMPLETED AND OCCUPIED UNTIL PARCEL NO. 1 IS ANNEXED TO THE CITY OF GREAT FALLS AND PROVIDED PUBLIC WATER AND SEWER SERVICE. FAILURE TO COMPLETE ANNEXATION AND OBTAIN CITY UTILITY SERVICES SUBJECTS PARCEL NO. 1 TO THE PROVISIONS OF TITLE 76, CHAPTER 4, PART 1, M.C.A. AND A.R.M. 17.36.

LEGAL DESCRIPTION - REMAINDER PARCEL
A PARCEL OF LAND BEING A PORTION OF THE REMAINDER PARCEL SHOWN AND DESCRIBED ON CERTIFICATE OF SURVEY NUMBER 2443 IN THE RECORDS OF CASCADE COUNTY, SAID PARCEL BEING SITUATED IN G.L.O. LOT 2, SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, OF THE PRINCIPLE MERIDIAN MONTANA, CASCADE COUNTY, MONTANA, DESCRIBED AS FOLLOWS:
COMMENCING at the Southeast Corner of said Remainder Parcel;
THENCE N89°10'00"W along the southerly line of said Remainder Parcel and the northerly right-of-way of US Highway 87 By-pass, a distance of 476.56 feet (475.0 feet recorded);
THENCE leaving last said line, N01°13'00"W along the westerly line of said Remainder Parcel, a distance of 210.00 feet to the POINT OF BEGINNING of the REMAINDER PARCEL herein described;
THENCE along the boundaries of the remainder parcel of Certificate of Survey Number 2443 on the following 3 courses:
THENCE N01°13'00"W a distance of 1034.78 feet;
THENCE S89°20'00"E a distance of 476.51 feet (475.0 feet recorded);
THENCE S01°13'30"E a distance of 1036.16 feet;
THENCE N89°10'00"W a distance of 476.56 feet to the POINT OF BEGINNING;
Said Parcel containing in all 493,149 square feet or 11.321 acres.
SAID REMAINDER PARCEL IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY DUE TO THE FACT THAT THIS DIVISION IS MADE FOR PURPOSES OTHER THAN THE CONSTRUCTION OF WATER SUPPLY OR SEWAGE AND SOLID WASTE DISPOSAL FACILITIES AS THE DEPARTMENT SPECIFIES BY RULE AND THE REMAINDER IS 1 ACRE IN SIZE OR LARGER AND HAS AN INDIVIDUAL SEWAGE SYSTEM THAT WAS CONSTRUCTED PRIOR TO APRIL 29, 1993, AND, IF REQUIRED WHEN INSTALLED, WAS APPROVED PURSUANT TO LOCAL REGULATIONS OR THIS CHAPTER, PURSUANT TO 76-4-125(2)(d)(i), M.C.A.

By: Melba Knutch 10/18/99 DATE Bridley B. Talbot
MELBA KNUTCH, AUTHORIZED AGENT FOR TREASURE STATE REBUILDERS
STATE OF MONTANA }
COUNTY OF CASCADE }
ACKNOWLEDGMENT
ON THIS 18 DAY OF OCTOBER, 1999, BEFORE ME PERSONALLY APPEARED MELBA KNUTCH, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT.
Charles E. Ellison
NOTARY PUBLIC FOR THE STATE OF MONTANA
MY COMMISSION EXPIRES OCTOBER 7 2001
RESIDING AT CASCADE COUNTY, MT.



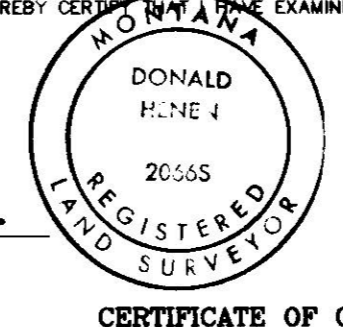
EASEMENT DEDICATION
A PUBLIC UTILITIES EASEMENT BEING THE SOUTHERLY 40.00 FEET OF THE WESTERLY 130.43 FEET OF A PARCEL OF LAND SHOWN AND DESCRIBED ON CERTIFICATE OF SURVEY NUMBER 2443 IN THE RECORDS OF CASCADE COUNTY, SAID PARCEL BEING SITUATED IN G.L.O. LOT 2, SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, OF THE PRINCIPLE MERIDIAN MONTANA, CASCADE COUNTY, MONTANA.
SAID 40.00 FEET WIDE PUBLIC UTILITIES EASEMENT SHOWN ALONG THE SOUTHERLY LINE OF SAID PARCEL, IS HEREBY DEDICATED TO THE PUBLIC FOR INSTALLATION, MAINTAINANCE AND REPAIR OF PUBLIC UTILITIES.
By: Rex Cowie 10/18/99 DATE
REX COWIE
STATE OF MONTANA }
COUNTY OF CASCADE }
ACKNOWLEDGMENT
ON THIS 18 DAY OF OCTOBER, 1999, BEFORE ME PERSONALLY APPEARED REX COWIE, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT.
Charles E. Ellison
NOTARY PUBLIC FOR THE STATE OF MONTANA
MY COMMISSION EXPIRES OCTOBER 7 2001
RESIDING AT CASCADE COUNTY, MT.



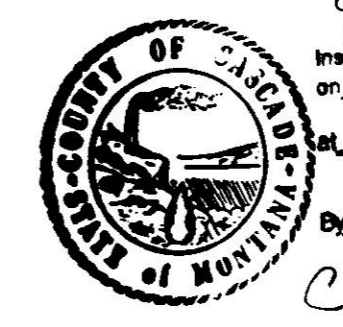
CERTIFICATE OF COUNTY TREASURER
JESS ANDERSON, COUNTY TREASURER OF CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS COVERING THE AREAS INCLUDED WITHIN THE BOUNDARIES OF THE ACCOMPANYING PLAT AND FIND THAT ALL TAXES ON SAME HAVE BEEN PAID TO DATE AND ARE NOT DELINQUENT.
DATED THIS 14 DAY OF OCTOBER, 1999
Jess Anderson, Deputy
TREASURER, CASCADE COUNTY, MONTANA



CERTIFICATE OF CASCADE COUNTY SURVEYOR
I, DONALD HENEN, COUNTY SURVEYOR OF CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND I FIND THE SURVEY DATA SHOWN HEREON MEETS THE CONDITIONS SET FORTH BY OR PURSUANT TO TITLE 76, CHAPTER 3, PART 4, M.C.A.
Donald Henen 10/18/99 DATE
DONALD HENEN, RLS #2066, CASCADE COUNTY SURVEYOR



CERTIFICATE OF COUNTY COMMISSION
WE, THE UNDERSIGNED CHAIRMAN AND MEMBERS OF THE CASCADE COUNTY COMMISSION, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT HAS BEEN SUBMITTED TO THIS COMMISSION FOR EXAMINATION AND WAS FOUND TO CONFORM TO LAW AND WAS APPROVED AT A MEETING HELD ON THE 7 DAY OF SEPTEMBER, 1999, AT THE OFFICE OF THE COUNTY COMMISSION, CASCADE COUNTY, MONTANA.
By: Tom S. Nelson
CHAIRPERSON, CASCADE COUNTY COMMISSION
ATTEST: By M.G. Carrio, Deputy
CLERK AND RECORDER, CASCADE COUNTY, MONTANA



CERTIFICATE OF SUBDIVISION	
A ONE LOT SUBDIVISION IN G.L.O. LOT 2, SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA	
DATE: 9-10-99	DESIGNERS PLANNERS ENGINEERS
DWG BY: S. BABB	
JOB NO: 99A1	
FILE NO: 99A1PLAT	
Copyright © 1999 NCI, All Rights Reserved	

G10V'4 L2, SEC 4, T20N, R4E COS# 3693

- ▲ 9-13-99 REVISED REMAINDER EXEMPTION LANGUAGE
- ▲ 9-16-99 ADDED 40' PUBLIC UTILITY EASEMENT
- ▲ 10-8-99 ADDED PUBLIC UTILITY EASEMENT DEDICATION

CERTIFICATE OF SURVEY

RELOCATION OF COMMON BOUNDARY LINES OF TWO TRACTS OF CERTIFICATE OF SURVEY 3693 LOCATED IN GOVERNMENT LOT 2,
SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

PURPOSE

THIS SURVEY IS FILED WITH THE INTENT TO QUALIFY FOR THE EXEMPTION AS FOUND IN SECTION M.C.A. 76-3-207(1)(a) TO WIT: "DIVISIONS MADE OUTSIDE OF PLATTED SUBDIVISIONS FOR THE PURPOSE OF RELOCATING COMMON BOUNDARY LINES BETWEEN ADJOINING PROPERTIES."

LEGAL DESCRIPTION (PERIMETER)

CERTIFICATE OF SURVEY 3693 LOCATED IN GOVERNMENT LOT 2, SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, CASCADE COUNTY, MONTANA.

LEGAL DESCRIPTION (TRACT 1)

A PORTION OF LAND LOCATED IN GOVERNMENT LOT 2, SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, MISSOULA COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF CERTIFICATE OF SURVEY 3693, THENCE NO1°06'58"W A DISTANCE OF 778.83 FEET; THENCE S89°09'45"E A DISTANCE OF 475.52 FEET; THENCE S01°12'26"E A DISTANCE OF 778.91 FEET TO A POINT ALONG THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 87 BYPASS; THENCE N89°09'31"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 476.76 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 8.51 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (TRACT 2)

A PORTION OF LAND LOCATED IN GOVERNMENT LOT 2, SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, MISSOULA COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE REMAINDER PARCEL OF CERTIFICATE OF SURVEY 3693, THENCE S01°12'26"E A DISTANCE OF 466.88 FEET; THENCE N89°09'45"W A DISTANCE OF 475.52 FEET; THENCE NO1°06'58"W A DISTANCE OF 465.89 FEET; THENCE S89°16'45"E A DISTANCE OF 474.74 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 5.08 ACRES, MORE OR LESS.

CERTIFICATE OF SURVEYOR

I, MICHAEL SHAYLOR, PROFESSIONAL LAND SURVEYOR, HEREBY STATE THAT THIS CERTIFICATE OF SURVEY REPRESENTS A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF SEPTEMBER 2018; THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN AND THAT MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN HEREON.

DATED THIS _____ DAY OF _____, 2018

BY: MICHAEL SHAYLOR, PLS
MONTANA REGISTRATION NO. 19110

CERTIFICATE OF COUNTY TREASURER

I, _____, COUNTY TREASURER OF CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS COVERING THE AREAS INCLUDED IN THE ACCOMPANYING CERTIFICATE OF SURVEY AND FIND THAT THE TAXES ON THE SAME HAVE BEEN PAID FOR THE LAST FIVE YEARS.

DATED THIS _____ DAY OF _____, 2018

BY: CASCADE COUNTY TREASURER

CERTIFICATE OF OWNER(S)

THE UNDERSIGNED CERTIFIES THAT THE PURPOSE OF THIS SURVEY IS TO RELOCATE COMMON BOUNDARIES BETWEEN ADJOINING PARCELS, AND THAT NO ADDITIONAL PARCELS ARE CREATED; THEREFORE, THIS SURVEY IS EXEMPT FROM REVIEW PURSUANT TO SECTION 76-3-207(1)(a) M.C.A. TO WIT: "DIVISIONS MADE OUTSIDE OF PLATTED SUBDIVISIONS FOR THE PURPOSE OF RELOCATING COMMON BOUNDARY LINES BETWEEN ADJOINING PROPERTIES."

THE UNDERSIGNED FURTHER CERTIFIES THAT THIS DIVISION OF LAND IS EXCLUDED FROM REVIEW BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO ARM 17.36.605(2)(b) TO WIT: "A PARCEL THAT HAS A PREVIOUS APPROVAL ISSUED UNDER TITLE 76, CHAPTER 4, PART 1, MCA, IF: (i) NO FACILITIES OTHER THAN THOSE PREVIOUSLY APPROVED EXIST OR WILL BE CONSTRUCTED ON THE PARCEL; AND (ii) THE DIVISION OF LAND WILL NOT CAUSE APPROVED FACILITIES TO DEVIATE FROM THE CONDITIONS OF APPROVAL, IN VIOLATION OF 76-4-130, MCA."

TALCOTT HOLDINGS, INC.

SS _____ DATE _____

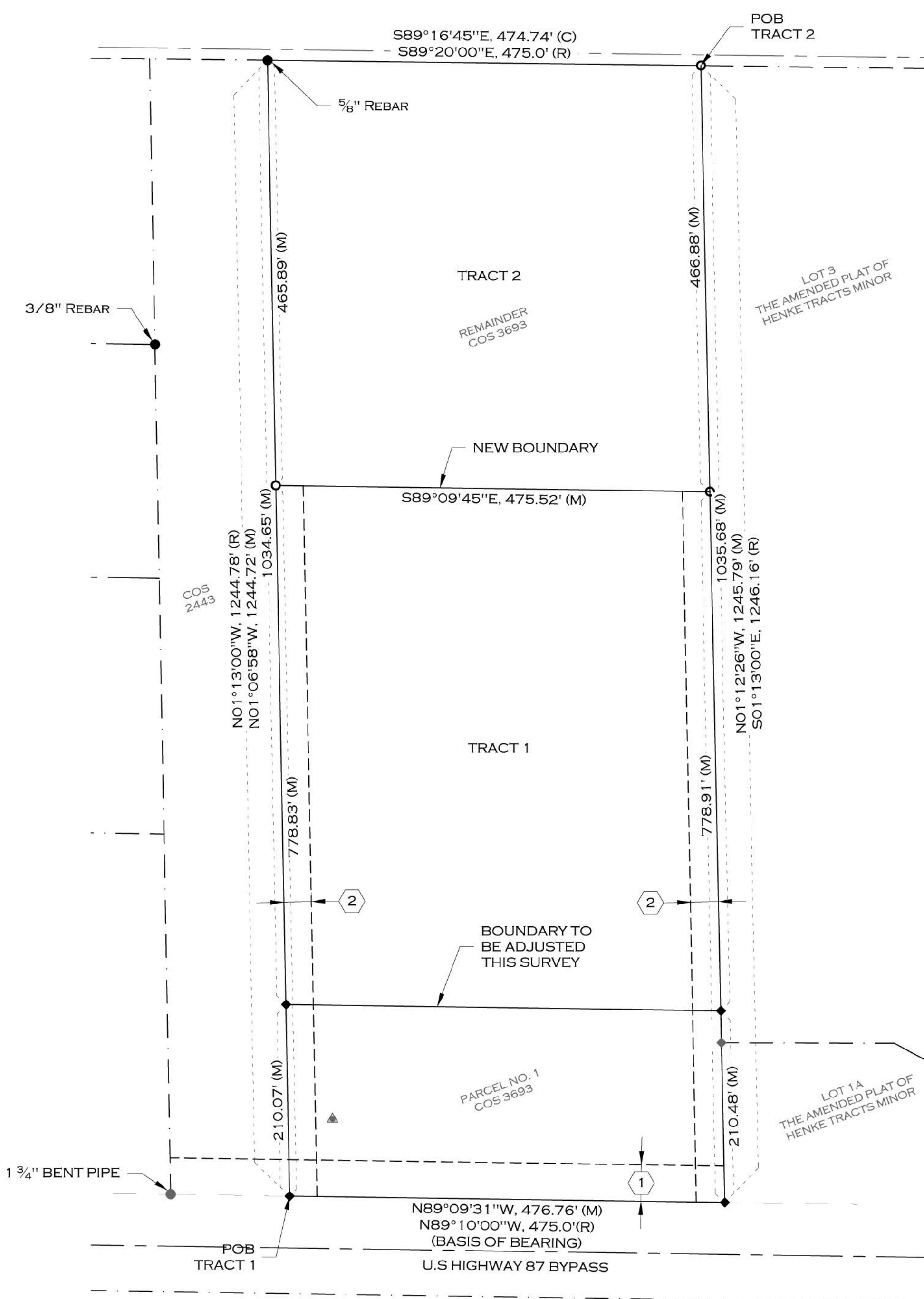
FOR AN ACKNOWLEDGEMENT IN A REPRESENTATIVE CAPACITY:

STATE OF _____

COUNTY OF _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, BY _____ AS _____ TYPE OF AUTHORITY FOR TALCOTT HOLDINGS, INC

SS _____



LEGEND

- EXISTING BOUNDARY
- - - EXISTING ADJOINER
- - - EXISTING EASEMENT
- - - EXISTING RIGHT-OF-WAY
- - - EXISTING CENTERLINE
- SET 5/8" X 24" REBAR W/ 2" AC MK'D "SHAYLOR 19110"
- ◆ FOUND 5/8" REBAR W/ PLASTIC CAP "BABB LS 11699"

KEY NOTES

- ① 40' PUBLIC UTILITIES EASEMENT PER CERTIFICATE OF SURVEY 3693
- ② 30' INGRESS/EGRESS AND UTILITY EASEMENT ACROSS TRACT 1 FOR THE BENEFIT OF TRACT 2



0 100
1" = 100'

BASIS OF BEARING:
MONTANA STATE PLANE - 2500
GRID NORTH - GROUND DISTANCES

VERTICAL DATUM
NAVD88

	1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEJOB#: 1818 DATE: 11/19/2018 FILENAME: COS_MS.DWG SHEET 1 OF 1
	4	20N	4E		

ANNEXATION AGREEMENT
A PORTION OF A TRACT OF LAND EQUALING +/- 6.254 ACRES LEGALLY DESCRIBED AS MARK 7K, LOCATED IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, ESTABLISHED BY CERTIFICATE OF SURVEY #3693.

The following is a binding Agreement dated this _____ day of _____, 2018, between Talcott Holdings Inc., hereinafter referred to as "Owner", and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for annexation of a tract of land into the incorporated City limits legally described as a portion of Mark 7K, the remaining tract of Certificate of Survey #3693 located in Section 4, Township 20 North, Range 4 East, P.M.M., City of Great Falls, Cascade County, Montana, hereinafter referred to as "Subject Property". Owner of the aforementioned Subject Property agrees to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by the Owner, as required by the City's approval of the supporting documents. Generally, this Agreement:

1.1 Declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the Development;

1.2 Insulates the Development from the impact of changes in the City's subdivision and zoning regulations, provided that no substantial changes in the Development are proposed;

1.3 Requires the Owner to guarantee that the promised on-site improvements are made in a timely manner, as required by the Official Code of the City of Great Falls (OCCGF);

1.4 Provides for the inspection and warranty of the required on-site improvements before they are accepted for operation and maintenance by the City;

1.5 Waives protest by the Owner and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure;

1.6 Establishes how necessary changes of final construction plans required by the Agreement may be made with the approval of the City;

1.7 Embodies certain conditions that were imposed upon approval of the development in order to facilitate their enforcement; and

1.8 Indemnifies the City from challenges to its approval of the Development and holds it harmless from errors and omissions in the approval and oversight of the project.

2. Supporting Documents. Each of the following supporting documents are to be submitted for review and approval by the City.

2.1 Certificate of Survey. The Certificate of Survey for the boundary line adjustment for the subject property, filed of record in the Clerk and Recorder’s Office of Cascade County, Montana.

2.2 As Built Drawings. “As Built” reproducible 4-mil mylar drawings of private utilities shall be supplied to the City Engineer upon completion of the construction.

2.3 Legal Documentation. Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations establishing the authority and responsibilities of owners, which may be recorded in the Clerk and Recorder’s Office of Cascade County, Montana.

3. Changes. The Owner understands that failure to install required improvements in accord with the final construction plans is a breach of, and may void, this Agreement. The Owner also understands that failure to build in compliance with approved plans is a breach of this Agreement and a violation of the OCCGF, subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the Administrator (the Administrator is the person or persons charged by the City Manager with the administration of this improvement agreement) are hereby authorized to allow minor changes to approved plans, as provided below:

3.1 Minor Changes. Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Properties, can be made as follows:

3.1.1 Before making changes, the Owner must submit revised plans to the Administrator for review. Failure to do this before the proposed change is made, may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within ten (10) business days of receipt of the revised plans.

3.1.2 Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the Subject Property or the OCCGF.

3.1.3 Based on a review of the revised plans, the Administrator may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.

3.1.4 Minor changes in the location and specifications of the required public improvements may be permitted by the Administrator. Owner must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

3.2 Substantial Changes. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. “Substantial Change” versus “Minor Change” is described as follows in order to further clarify what may be permitted as a “Minor Change”:

3.2.1 A substantial change adds one or more lots; changes the approved use; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Administrator; changes the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.

4. Fees. The Owner understands that it is required to pay the following fees as they come due during the development process.

4.1 Recording Fees. The Owner is responsible for all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

4.2 Engineering Inspections. The Owner is responsible to pay all applicable engineering fees established by Resolution 10075 of the City of Great Falls or its successors.

4.3 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be assessed at the times of tapping and connections. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with Subject Properties shall not constitute a waiver by the City.

4.4 Storm Drain Fee. The Owner is responsible to pay a storm drain fee in the amount of \$250 per acre for each lot proposed for annexation. This would equal a total of **\$1,563.50** for storm drain fee of the Subject Property. The total storm drain fee to be paid to the City no later than thirty (30) calendar days after City Commission action to annex Phase 1 of the Subject Properties into the City.

4.5 Application Fees. In addition to the fees outlined above, application fees paid by the Owner are: the \$2,000.00 application fee for zoning map amendment and the \$500.00 application fee for Annexation, which have been paid prior to this Agreement.

5. Site Conditions. The Owner warrants that it has conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the site and its development for the approved use. The Owner further warrants that all plans submitted pursuant to this Agreement and all applications for building permits within the Development will properly account for all such conditions. The Owner holds the City harmless for natural conditions and for any faults in their own assessment of those conditions.

6. On-Site Improvements. The on-site improvements shall include everything required to provide water, sanitary sewer, fire protection and access. Access for purposes of emergency vehicles shall be installed to the specifications of the Public Works Department. The Owner shall provide public utility easements for all required public utilities. The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City of Great Falls Public Works Department.

7. Permits. This Agreement must be approved by the City Commission and signed by the City Manager before permits for any work will be approved, including, but not limited to trenching for the installation of utilities.

8. Vested Rights. This Agreement and Certificate of Survey approval by the City create a vested right that protects the Owner from changes in the zoning and subdivision requirements of Title 17 of the OCCGF until this Agreement expires. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owner from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the owner from compliance with changes to state and federal requirements. This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the Certificate of Survey, or the approved construction plans of the Property.

9. Maintenance Districts. Owner hereby agrees to waive its right to protest and appeal the lawful creation by the City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Subject Property.

10. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the subject property incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of I-2 Heavy Industrial.

11. Limitation of Liability. The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location, and site characteristics. The Owner is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City's limited plans review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, nor any third party may rely upon the City's limited review or approval.

The Owner shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that owner's properties described herein. Upon the transfer of ownership of the properties, the prior owner's (whether it is the Owner that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred properties is released as to that owner and the indemnity obligation runs to the new owner of the properties. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no owner of properties is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the owner of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

12. Binding Effect. The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming

by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

THE CITY OF GREAT FALLS, MONTANA
A Municipal Corporation of the State of Montana

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

Sara R. Sexe, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Talcott Holdings Inc.

By: _____

Its: _____

State of _____)
 :ss.
County of _____)

On this _____ day of _____, in the year Two Thousand and Eighteen, before me, the undersigned, a Notary Public for the State of _____, personally appeared _____, known to me to be the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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

Notary Public for the State of _____

(NOTARIAL SEAL)



Item: Public Hearing – Resolution 10268 to annex a 21.10 acre tract identified as Parcel 1 on Certificate of Survey #5162, Ordinance 3180 to establish Planned Unit Development zoning, and Preliminary Plat for a Major Subdivision to create 40 lots for Wheat Ridge Estates, Phase I

From: Tom Micuda, Deputy Director, Planning and Community Development

Initiated By: KYSO Corporation

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: City Commission postponement of action on the Resolution, Ordinance, and Preliminary Plat

Public Hearing: The public hearing held on September 18, 2018 to consider the Resolution, Ordinance, and Preliminary Plat was held and closed. At the end of the public hearing, the Commission decided to postpone action on the matter until the January 15, 2019 Commission meeting.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission remove from the table Resolution 10268, Ordinance 3180, and the Preliminary Plat for Major Subdivision for discussion.”

2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

When the pending motion is removed from the table, then,

3. Commissioner moves:

“I move that the City Commission (postpone/ not postpone) action on Resolution 10268, Ordinance 3180, and the Preliminary Plat for Major Subdivision and set a new public hearing date of March 5, 2019, to reconsider the Resolution, Ordinance, and Preliminary Plat.”

4. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Summary: On September 18, 2018, the City Commission held a public hearing on the proposed annexation and subdivision. The Commission postponed action on the applicant’s request until January 15, 2019.

The purpose of tabling the request until January 15, 2018 was to allow the applicant the opportunity to provide the City with a new alternative storm water drainage detention concept for the proposed development as expressed at the hearing. The alternative storm water drainage detention concept had not been previously identified to staff and therefore, the city staff could not provide input about the new alternative. Additionally, the Commission requested additional information regarding an emergency access to the proposed subdivision.

To date, staff has not received any additional information on the storm water concept alternative or emergency access issues.

On January 2, 2019, the applicant requested that the City postpone the decision on the application and set another public hearing for March 5, 2019. Upon staff's request for additional clarification regarding the requested extension, a second letter was provided on January 8, 2018. See the attached letters from the applicant to the City dated January 2 and 8, 2019.

Alternatives: Instead of postponing the action, the City Commission could take action to either adopt or deny Resolution 10268, Ordinance 3180, and the Preliminary Plat for the 40-lot Major Subdivision.

Attachments/Exhibits:

1. Postponement letters from the applicant
2. Correspondence received by the City after the September 18, 2018 meeting

Project: **Wheat Ridge Estates**
Date: **January 2, 2019**
To: **Tom Micuda**
City of Great Falls Planning Department
Subject: Postpone Public Hearing

Dear Mr. Micuda,:

C&W Development is requesting that the public hearing for Wheat Ridge Estates be postponed from January 15 to March 5th. We have been working with design professionals to address some of the items of concern that were expressed during the September 18th, 2018 City Commission meeting.

Thank you

If you have any questions, please call me at (406) 761-1955.

Sincerely,

Spencer Woith
C&W Development

Project: **Wheat Ridge Estates**
Date: **January 8, 2019**
To: **Tom Micuda**
City of Great Falls Planning Department
Subject: Postpone Public Hearing

Dear Mr. Micuda,:

C&W Development is requesting that the public hearing for Wheat Ridge Estates be postponed from January 15 to March 5th. We have been working with design professionals to address some of the items of concern that were expressed during the September 18th, 2018 City Commission meeting. More specifically storm drainage and emergency access.

Thank you

If you have any questions, please call me at (406) 761-1955.

Sincerely,

Spencer Woith
C&W Development

November 14, 2018

Marcy Hea
Deputy City Clerk
2 Park Drive
Room 204
P.O. Box 5021
Great Falls, MT 59403

RECEIVED

NOV 15 2018

CITY CLERK

Dear Ms. Hea,

Thank you so much for taking the time to read my letter.

Today, I read in the paper about the situation regarding Malstrom Air Force Base. I, along with others, feel the City will be making a huge mistake in allowing the Wheat Ridge Estates to be built in that particular parcel of land. I'm sure other areas can be proposed.

As reported, Malstrom generates

generates \$350 million annually into our coffers. Would the taxes collected even come close to that yearly? Even with utility taxes and costs generated from the homeowners, it would still be below Walstrom's Contribution.

Do you remember a few years ago when people in Great Falls complained about the presence of the Airman? Well, the Commander told the Airman not to patronize the business for the weekend. What happened? The same people are doing all they can to have the purchase power the Base generates.

A lot of Great Falls residents are not happy with our people responsible for the improvements and growth of Great Falls.

Years of neglect and openly discouraging businesses have taken their toll.

There are many examples:

- Intended rate increase of parking meters to \$2.00/hour. We refuse to pay that for the convenience of being close to a place of business or restaurant.

- Paying to visit library.

- Some City Officials Attitudes

We attended a meeting a couple of years ago regarding the 4th of July noise. At the start of the meeting Mayor Kelly told us that he had no intention of changing anything. When asked why the reason for meeting he said it was a "tradition".

I Called a few years back

noting the lack of appropriate signs at cross streets. I was told, "We run the City like the good ole boy. You'll get use to it."

- The lack of foresight in developing the NW Bypass. It's ugly. With proper management, it could have been a wonderful area for homes or businesses.
- More and more places of business closing and left empty for years.
- Lack of regulation concerning the slumlords.

I digress, but unless Great Falls really does something like trying to save the City and encourage corporate business instead of encouraging slaughter houses,

work with Malstrom instead of trying to push them out, we will be a very stagnant City or a very ugly City. If it keeps up, it will never be a Missoula or Bozeman.

I hope the city fathers do not sound the death knell for us.

Thank you for your attention, and please add my comments to the concern for saving Malstrom.

Sincerely yours,

[REDACTED]
178 Riverview C
Great Falls, 59404

313-632-0658

Lisa C. Kunz

From: Edward Austin <mred1884@gmail.com>
Sent: Friday, November 16, 2018 1:28 PM
To: Lisa C. Kunz
Subject: Land Development

Dear Mayor, Bob Kelly, After reading the article in the Great Falls Tribune. I feel I must voice my opinion on Wheat Ridge Estates. In this area, there is plenty of land that can be used without harming the future of Malmstrom AFB. Without Malmstrom, property values would plummet. I urge you not to approve this subdivision and leave it for future missions at Malmstrom AFB. Ed Austin Ret member of both the US Air Force and the Montana Air National Guard.

Darcy Dea

From: Boyle, Meredith E CIV (USA) <meredith.e.boyle.civ@mail.mil>
Sent: Wednesday, January 9, 2019 9:31 AM
To: Bob Kelly
Cc: Greg Doyon; Smolinsky, Frank T CIV USAF SAF-IE (US); Darcy Dea
Subject: Memo from HON Henderson to Mayor Kelly
Attachments: 20190108 - SAF IE memo to Mayor Kelly Great Falls Mt.pdf

Sir,

Good morning. Please find attached a letter from Honorable Henderson, Assistant Secretary of the Air Force – Installations, Environment, and Energy.

Thank you – please let me know if you have any questions!

VR,
Meredith

--
Meredith Boyle
SAF/IE Congressional Liaison
Presidential Management Fellow
Phone: 703-545-8180



DEPARTMENT OF THE AIR FORCE
WASHINGTON DC

OFFICE OF THE ASSISTANT SECRETARY

SAF/IE
1665 Air Force Pentagon
Washington, DC 20330-1665

JAN 08 2019

Mayor Bob Kelly
2 South Park Drive
Great Falls, MT 59401

Dear Mayor Kelly:

Thank you for the continued support of Malmstrom Air Force Base (AFB) in the great city of Great Falls, Montana. The Air Force truly values communities that support our Airmen and families, and through your leadership, Malmstrom AFB is thriving.

I am writing to follow up on questions raised to me during several engagements this fall by Malmstrom AFB stakeholders with regard to land use on property adjacent to the base. We applaud the efforts of the community in developing the 2012 Malmstrom AFB Joint Land Use Study (JLUS), and the Air Force continues to support recommendations found through the (JLUS) process.

The JLUS cooperative planning effort, conducted as a joint venture between an active military installation, surrounding jurisdictions, state and federal agencies, and other affected stakeholders, ensures mission compatible development around military installations. We appreciate your city working to reduce potential conflicts between military installations and the surrounding area while accommodating new growth and economic development, sustaining economic vitality, safeguarding public health and safety, and protecting the operational missions at our Air Force Installations.

Thank you for your continued contributions to our Nation's defense and your steadfast support of our Airmen, their families, and the United States Air Force.

Sincerely,

JOHN W. HENDERSON, P.E.
Assistant Secretary of the Air Force
(Installations, Environment, and Energy)



Item: Minor Subdivision - Holiday Village Mall, addressed as 1200 10th Avenue South.

From: Erin Borland, Planner II, Planning and Community Development

Initiated By: Holiday Village Partners, LLC

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: City Commission approve the Amended Plat of the Minor Subdivision and accompanying Findings of Fact.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Amended Plat of the Minor Subdivision as legally described in the Staff report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

The Planning Advisory Board, during a meeting held on December 11, 2018, passed a motion recommending the City Commission approve the minor subdivision of the subject property. Staff recommends approval of the proposed minor subdivision request with the following conditions:

Conditions of Approval:

1. The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. The applicant shall provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
3. The applicant shall provide a Reciprocal Easement Agreement for the subject property which shall incorporate corrections of any errors or omissions noted by Staff. In addition, a Declaration of Covenants, Conditions and Restrictions is required to be provided that addresses shared parking, access, landscaping, and maintenance. This information can also be submitted as a portion of the Reciprocal Easement Agreement document.

Summary:

The Holiday Village Mall is located on 10th Avenue South on a 30.074 acre parcel. The mall contains several anchor stores as well as many smaller stores. The applicant is proposing to subdivide the property into five lots. This will enable the owner to separate the various existing building ownership groups. The reasons for the subdivision request from the applicant are summarized as follows and have been provided in an attached narrative document:

1. The creation of separate lots for the anchor buildings and outparcel will allow investment in these parcels by new owners.
2. This will allow capital to be reinvested in the interior mall building which is necessary to meet changing needs in a dynamic retail environment and insure the long-term viability of the property.
3. Management and operation of the property as a shopping center will continue to be carried out in a cohesive manner by the mall owner under a Reciprocal Easement Agreement (REA) between the parties.

Background:

Minor Subdivision Request:

The owners of Holiday Village Mall are requesting a minor subdivision of their property legally described as, Lot A-1 of the Amended Plat of Portions of Block 3, Fifteenth Addition, and Blocks 1, 2 and 3, Hillcrest First Addition located in the NE1/4 of Section 13, Township 20 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT. The minor subdivision that the applicant is requesting consists of the following proposed lots:

- Lot A-1A: 4.253 Acres
- Lot A-1B: 5.538 Acres
- Lot A-1C: 0.801 Acres
- Lot A-1D: 14.299 Acres
- Lot A-1E: 5.1083 Acres

The proposed newly created lots conform to the C-2 General Commercial zoning district development standards outlined in the Land Development Code, which is attached. Demonstration of compliance with these standards has been provided by the applicant in a narrative which has been reviewed by staff and is attached.

The proposed subdivision will create lots where buildings have no setback from property lines. Typically, a zero lot line configuration would require fire separation pursuant to the 2012 International Building Code:

706.1.1 Party walls.

Any wall located on a lot line between adjacent buildings, which is used or adapted for joint service between the two buildings, shall be constructed as a fire wall in accordance with Section 706. Party walls shall be constructed without openings and shall create separate buildings.

Exception (1) Openings in a party wall separating an anchor building and a mall shall be in accordance with Section 402.7.3.1.

After review of the subdivision by the City Building Division, approval is recommended based on conformance with the 2018 International Building Code:

706.1.1

Exception (2) Fire walls are not required on lot lines dividing a building for ownership purposes where the aggregate height and area of the portions of the building located on both sides of the lot line do not exceed the maximum height and area requirements of this code. For the code official's review and approval, he or she shall be provided with copies of dedicated access easements and contractual agreements that permit the owners of portions of the building located on either side of the lot line access to the other side for purposes of maintaining fire and life safety systems necessary for the operation of the building.

Pursuant to this code requirement, a Draft Reciprocal Easement Agreement (REA) has been submitted for review. Even though the City of Great Falls is currently using the 2012 International Building Code, the City will be adopting the 2018 International Building Code in 2019 after State adoption. Because this subdivision is being requested so close to the adoption to the updated building code, both the applicant and staff concur that the newer code provision should guide the request.

Due to the configuration of the lots, parking and access are proposed to be shared between the owners of the five lots. Also, maintenance of the parking lot, drive aisles, landscaping and utilities would be shared between owners. As a recommended condition of approval of the minor subdivision, a Declaration of Covenants, Conditions, and Restrictions is required to be filed with the Amended Plat. This can be completed as a stand-alone document or added into the Reciprocal Easement Agreement document. Also, staff will work with the applicant to ensure that the Agreement addresses all City code requirements for future development or alterations to the site and existing buildings.

The basis for a decision to approve, conditionally approve, or deny a proposed subdivision is whether it is demonstrated that development of the proposed subdivision meets the requirements of the Montana Code Annotated (MCA). Staff has developed Findings of Fact for the proposed subdivision, and Staff concludes the subdivision meets the basic requirements provided by 76-3-608(3) MCA. The full Findings of Fact are included in the attachments to this report.

Neighborhood Council Input:

Under Montana Code Annotated and the Official Code of the City of Great Falls (OCCGF) 17.16.4.010 Table 16-2, minor subdivisions do not require public notification. As a courtesy, information regarding the proposed minor subdivision was provided to Neighborhood Council #6 via email. To date, no comments have been submitted from the Council members.

Fiscal Impact:

City utility services are currently being provided to the proposed subdivision, and the increase in lots will not affect these services. Public safety services are already being provided and will not be affected as well. Because the subdivision is being requested to improve the long-term viability of a key commercial anchor for the city, staff believes that fiscal impacts will only be positive.

Alternatives:

If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute. If they were to deny the requested action, the Commission would need to develop alternative Findings of Fact to support their decision.

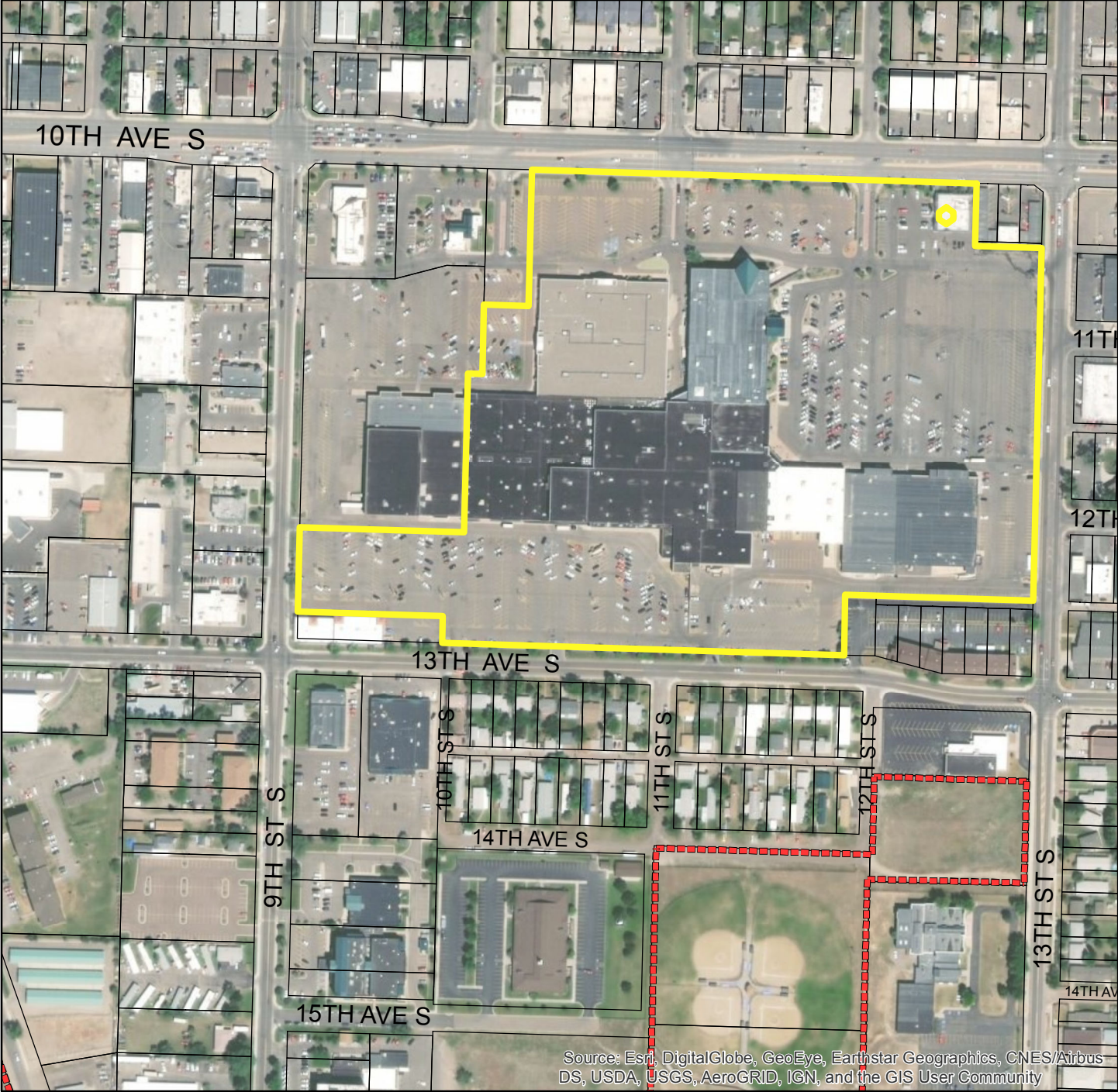
Concurrences:

Representatives from City's Public Works, Great Falls Fire Rescue and Building Safety Division have been involved throughout the review process of this application, and all comments have been taken into consideration for the recommendation of the project.



Attachments/Exhibits:

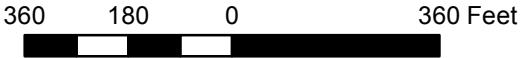
- Aerial Map
- Zoning Map
- Applicant Narrative
- Alta Survey
- Findings of Fact – Subdivision
- Draft Amended Plat
- C-2 Development Standards
- Draft Operation and Reciprocal Easement Agreement

AERIAL MAP

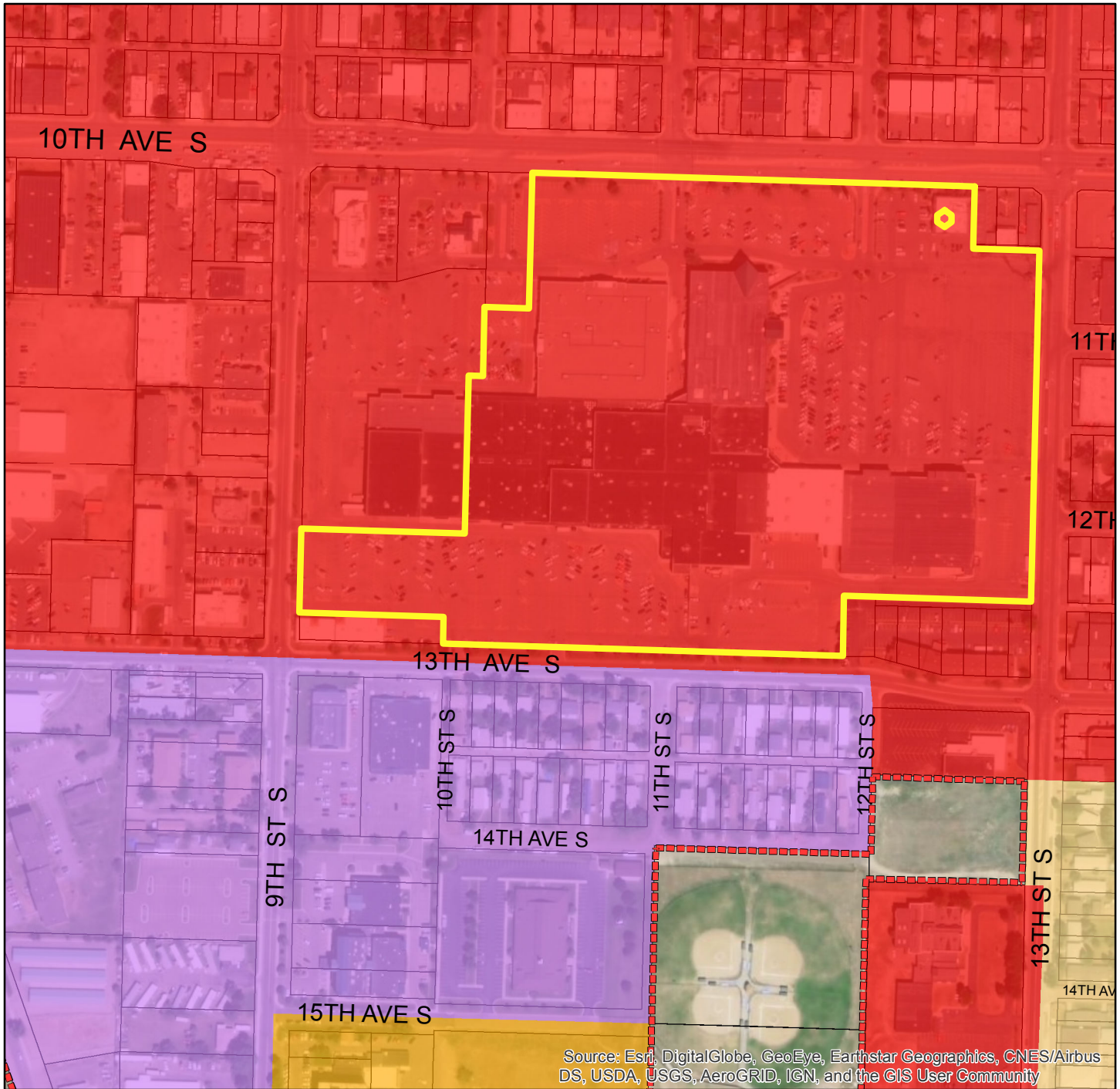


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  Subject Property
-  Tracts of Land



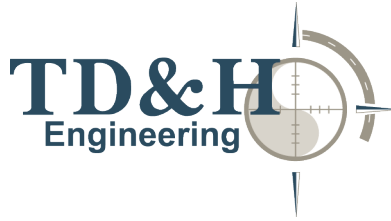
ZONING MAP



- Subject Property
- R-5 Multi-family Medium Density
- R-6 Multi-family High Density
- C-2 General Commercial
- M-1 Mixed-use District
- U Unincorporated Enclave
- Tracts of Land

360 180 0 360 Feet





HOLIDAY VILLAGE MALL MINOR SUBDIVISION NARRATIVE

TD&H ENGINEERING JOB NO. 17-146

The owners of Holiday Village Mall are requesting a minor subdivision of their property legally described as Lot A-1 of the Amended Plat of Portions of Block 3, Fifteenth Addition, and Blocks 1, 2 and 3, Hillcrest First Addition located in the NE1/4 of Section 13, Township 20 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT. The property consists of a total of 30.074 acres and the Owners are requested a five-lot subdivision of the property. The newly created lots would consist of:

- Lot A-1A – 4.253 Acres
- Lot A-1B – 5.538 Acres
- Lot A-1C – 0.801 Acres
- Lot A-1D – 14.299 Acres
- Lot A-1E – 5.1083 Acres

The reason(s) for the subdivision request being made is to separate various existing pad and ownership groups, which provides for the following:

- 1) The creation of separate lots for the anchor buildings and outparcel will allow investment in these parcels by new owners.
- 2) This will allow capital to be reinvested in the interior mall building which is necessary to meet changing needs in a dynamic retail environment and insure the long-term viability of the property.
- 3) Management and operation of the property as a shopping center will continue to be carried out in a cohesive manner by the mall owner under a Reciprocal Easement Agreement (REA) between the parties.

The subject property is zoned C-2 General Commercial, the two newly proposed lots meet the standards of the City of Great Falls Land Development Code per the follow table:

Standard	C-2 Requirement	Proposed Lots A-1A-E
Residential Density	N/A	N/A
Min Lot Size	7,500 sq. ft.	All lots meet min size requirements
Min Lot Width	50 feet	All lots meet min width requirements
Lot Proportion	N/A	N/A
Max Building Height Principal Building	65 feet	Existing Condition; no new development proposed at this time, if development occurs it will meet code, or require variance if adjustment is necessary
Max Building Height Accessory Building	24 feet; but not higher than the uppermost elevation of principal building	Existing Condition; no new development proposed at this time, if development occurs it will meet code, or require variance if adjustment is necessary
Min Front Yard	None	Proposed lots meet front setback

Setback		requirements
Min Side Yard Setback	10 feet each side	Proposed subdivision divides existing buildings; side setback not applicable. Any future development would be reviewed at such time as a request is made.
Min Rear Yard Setback	1/10 of lot depth, but not less than 1/10 of building height	Proposed subdivision divides existing buildings; rear setback not applicable. Any future development would be reviewed at such time as a request is made.
Maximum Lot Coverage	Corner Lot 70%; Other Lots 60%	Proposed subdivision appears to meet lot coverage requirements for all new lots created.

The owners are proposing to utilize a Reciprocal Easement Agreement (REA) between all existing and future owners within the subdivision to ensure proper access and maintenance for the benefit of all parties. The owners are not proposing any changes to the existing utility mains or services that serve the properties. The DRAFT REA has been provided as part of the submittal package.

J:\2017\17-146 GK Development Inc - Holiday Village Mall\DOCUMENTS\SUBDIVISION\03_HVM-SUBDIVISION NARRATIVE.DOC

TITLE COMMITMENT EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:
Lots A-1, A-2, and E-2, of the Amended Plat of Portions of Block 3, Fifteenth Addition, and Blocks 1, 2, and 3, Hillcrest First Addition to Great Falls, Cascade County, Montana, according to the Plat No. 1600, filed June 15, 2000, records of Cascade County, Montana, which Amended Plat amends the Amended Plat of Lots 8 & 9, in Block 3, Fifteenth Addition to Great Falls, Cascade County, Montana, according to Plat no. 2490, filed December 7, 1990, records of Cascade County, Montana.

PARCEL 2:
A tract of land in Lot 5, Block 3, Fifteenth Addition to Great Falls Townsite, Cascade County, Montana, and being more particularly described as follows:
Beginning at the intersection monument of the centerlines of 10th Avenue South and 9th Street South;
Thence South 89°56'58" East along the centerline of 10th Avenue South, a distance of 440.00 feet;
Thence South 00°00'00" East, a distance of 50.00 feet to the southerly right-of-way of 10th Avenue South, and True Point of Beginning;
Thence South 89°56'58" East, along said southerly right-of-way, a distance of 100.00 feet;
Thence South 00°00'00" West, a distance of 304.82 feet;
Thence North 89°56'00" West, a distance of 100.00 feet;
Thence North 00°00'00" East, a distance of 304.79 feet to the True Point of Beginning.
(According to Certificate of Survey No. 2975, Parcel D, filed February 3, 1994, records of Cascade County, Montana.)

PARCEL 3:
Non-exclusive easements in and to Lot E-1 of the Amended Plat of Portions of Block 3, Fifteenth Addition, and Blocks 1, 2, and 3, Hillcrest First Addition, additions to the City of Great Falls, Cascade County, Montana, according to Plat No. 1600, filed June 15, 2000, records of Cascade County, Montana, such easement interests being set forth in Section 2 of that certain Operation and Reciprocal Easement Agreement, executed by and between Parisian, Inc., an Alabama corporation, and The Macerich Partnership, L.P., a Delaware limited partnership, dated July 13, 2000, recorded July 13, 2000, on Reel 336, Document 465, records of Cascade County, Montana, and re-recorded July 21, 2000, on Reel 336, Document 833, records of Cascade County, Montana.

PARCEL 4:
Non-exclusive easements for vehicular and pedestrian ingress and egress and parking as created in that certain Reciprocal Easement Agreement, executed by and between Voegel's Inc., a Montana corporation, and The Macerich Partnership, L.P., a Delaware limited partnership, dated September 24, 1998, recorded September 25, 1998, on Reel 311, Document 1349, records of Cascade County, Montana, as the same is modified by Amendment to Reciprocal Easement Agreement, dated March 12, 1999, recorded March 12, 1999, on Reel 318, Document 1084, records of Cascade County, Montana.

PARCEL 5:
Non-exclusive easements including, but not limited to, pedestrian and vehicular ingress and egress, parking and utilities as created in that certain Grant of Easements with Covenants and Restrictions Affecting Land, executed by and among Holiday Village Shopping Center, a corporation, The Adams Corporation, a corporation, Voegel's Inc., a Montana corporation, and Lydia (Dollie) Wadsworth, dated September 3, 1965, recorded November 19, 1965, on Reel 32, Document 1680, records of Cascade County, Montana.

TITLE COMMITMENT:

SURVEY AND EXCEPTION NUMBERS BASED ON THE CHICAGO TITLE INSURANCE COMPANY'S COMMITMENT FOR TITLE INSURANCE, NBU NO. 21203231, LOCAL NO. 95582-01, WITH AN EFFECTIVE DATE OF OCTOBER 22, 2012, AT 8:00 A.M.

LAND AREAS:

LAND OWNED:	LOT E-2	-	1.171 AC.
	LOT A-1	-	30.074 AC.
	LOT A-2	-	1.051 AC.
TOTAL OWNED			32.296 AC.
LAND LEASED:	PARCEL "D"	-	0.700 AC.
TOTAL LEASED			0.700 AC.
EASEMENT LAND:	LOT E-1	-	5.003 AC.
TOTAL EASEMENT			5.003 AC.

ZONING :

C-2 GENERAL COMMERCIAL

SETBACKS:
FRONT YARD - 0 FEET
SIDE YARD - 10 FEET ON EACH SIDE
REAR YARD - 1/10 OF LOT DEPTH, BUT NOT LESS THAN 1/10 OF BUILDING HEIGHT
MAX. HEIGHT OF PRINCIPAL BUILDING: 65 FEET
MAX. HEIGHT OF ACCESSORY BUILDING: 20 FEET, BUT NOT HIGHER THAN PRINCIPAL BUILDING
BUILDING BULK: 70% CORNER LOT, 60% OTHER LOTS

FLOOD ZONE DESIGNATION:

THE SUBJECT PROPERTY IS ENTIRELY WITHIN AN AREA DETERMINED TO BE ZONE "X" OUTSIDE THE 500-YEAR FLOOD PLAIN, AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 3000100005D, DATED FEBRUARY 15, 2002

PARKING STALLS:

HANDICAP PARKING STALLS	45
REGULAR PARKING STALLS	2543
TOTAL NUMBER OF PARKING STALLS	2588

PROPERTY ADDRESS:

1200 10TH AVENUE SOUTH, GREAT FALLS, MT 59405 (LOT A-1)
1000 10TH AVENUE SOUTH, GREAT FALLS, MT 59405 (LOT A-2)
900 10TH AVENUE SOUTH, GREAT FALLS, MT 59405 (LOT E-2)

TABLE A NOTES:

- 16) NO EVIDENCE FOUND OF CURRENT EARTH MOVING WORK OR BUILDING ADDITIONS
- 17) NO KNOWN PROPOSED CHANGES IN STREET RIGHT-OF-WAY OR CONSTRUCTION
- 18) NO EVIDENCE FOUND OF THE SITE USED AS A SOLID WASTE DUMP OR LANDFILL
- 19) NO WETLANDS FOUND ON THE PROPERTY
- 20) NO KNOWN OFFSITE EASEMENTS OR SERVITUDES BENEFITTING THE PROPERTY

ENCROACHMENTS

- ① BUILDING ENCROACHES ON REAR YARD SETBACK - SE CORNER OF LOT A-1 (NOTE: AT TIME OF CONSTRUCTION IT MET SETBACKS IN FORCE AT THE TIME)
- ② PARKING BLOCKS ENCROACH ON 13TH STREET SOUTH R/W.
- ③ ROOF OVERHANG AND COLUMN SUPPORTS ON THE BUILDING LOCATED ON LOT 20, BLOCK 3, G.F. FIFTEENTH ADDITION (NEAR THE SW CORNER OF THE PLAN) ENCROACH INTO LOT A-1.
- ④ BUILDING IN LOT A-2 ENCROACHES ON GAS LINE EASEMENT DESCRIBED IN REEL 33, DOCUMENT 2495 (EXCEPTION 10). GAS LINE WAS REROUTED AROUND BUILDING DURING CONSTRUCTION.

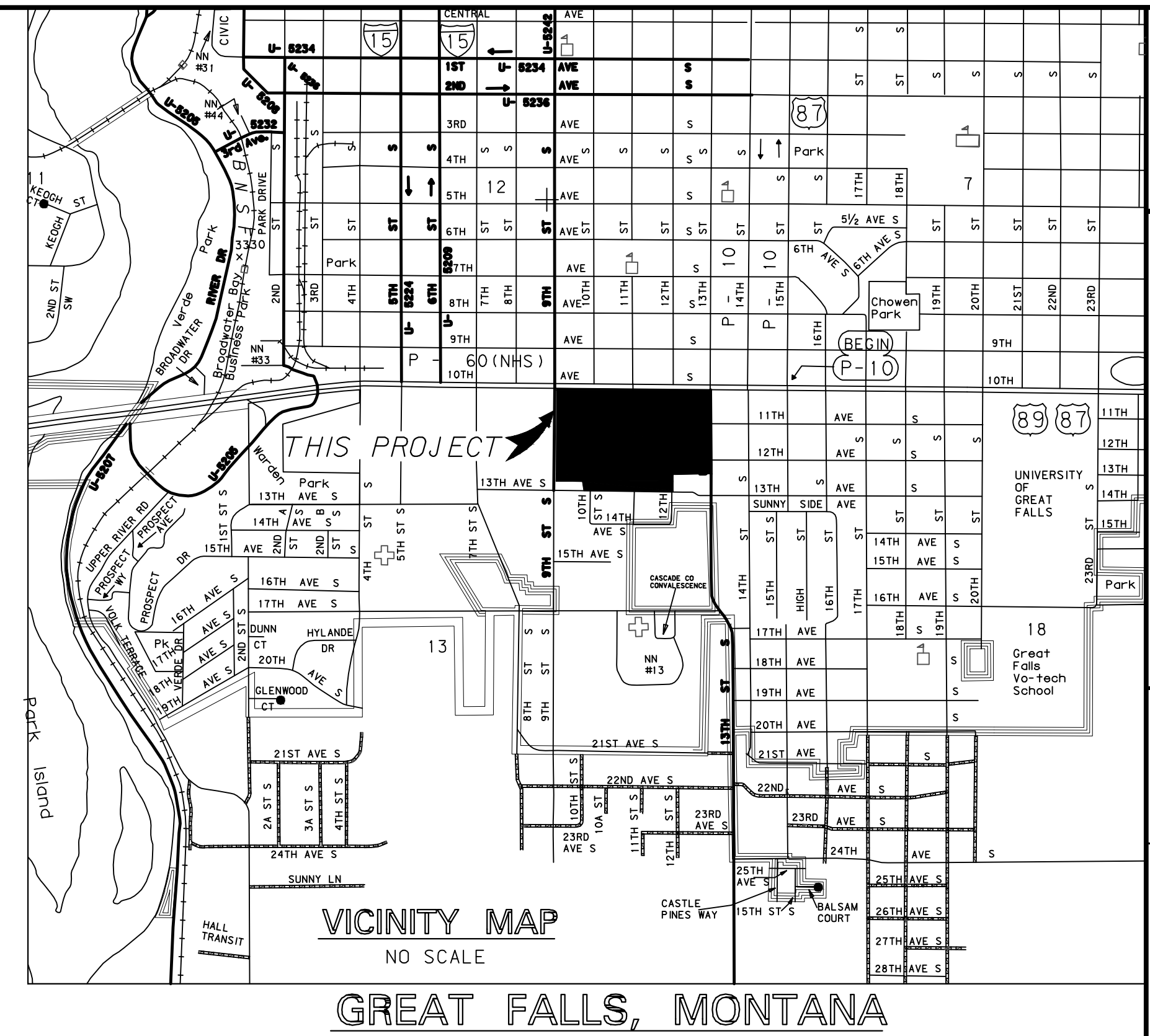
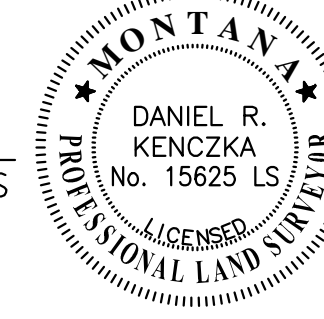
SURVEYOR'S CERTIFICATE:

TO: KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION,
ITS SUCCESSORS AND/OR ASSIGNS
CHICAGO TITLE AND TRUST COMPANY
GK HOLIDAY VILLAGE MEZZ, LLC
GK HOLIDAY VILLAGE, LLC
HOLIDAY VILLAGE PARTNERS, L.L.C.
MERCHANTS CROSSING PARTNERS, LLC
INVEST LINC/GK PROPERTIES FUND L, LLC
SEYFARTH SHAW, LLP

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(a), 13, 16, 17, 18, 19, AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 15, 2012.

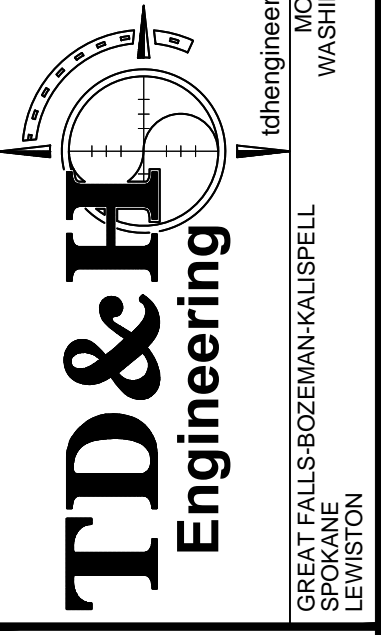
DATED THIS 20TH DAY OF NOVEMBER, 2012.

SIGNED: *Daniel R. Kenczka*
DANIEL R. KENCZKA, REG. NO. 156255
THOMAS, DEAN, & HOSKINS
1800 RIVER DRIVE NO.
GREAT FALLS, MT 59401
(406)-761-3010



SCHEDULE B SPECIAL EXCEPTIONS		
EXCEPTION NUMBER	DOCUMENT	DESCRIPTION
1	-	General taxes for the year 2012 - affects all parcels
2	-	Delinquent City of Great Falls water and sewer charges- affects all parcels
3	Book 1, Page 81	Reservation contained in U, S, Patent - Does not affect any parcels
4	Book 138, Page 75	Blanket easement for an electric and telephone system - affects all parcels
5	Book 141, Page 240	Blanket right-of-way easement for an electric and telephone system - affects Lots E-2, E-1, & A-1
6	Book 266, Page 9 Book 323, Page 61 Reel 225, Doc 703	Gas pipeline easement - shown on plan - affects Lot A-1 Partial release of easement - portion removed from plan - affects Lot A-1
7	Book 263, Page 98	Partial release of easement - portion removed from plan plan - affects Lot A-1
8	Book 292, Page 399	Gas pipeline easement - shown on plan - affects Lot A-1
9	Reel 32, Doc 1680 Reel 33, Doc 2618 Reel 42, Doc 9952	Gas pipeline easement - shown on plan - affects Lot A-1 Utility Easements, conditions, or restrictions contained in Grant of Easement - shown on plan - affects Lot A-1 Resolution to vacate a portion of the utility easement - portion removed from plan - affects Lots E-2, A-1, Parcel D
10	Reel 42, Doc 9952 Reel 33, Doc 2495	Agreement to vacate portion of 11th Ave So & the 40' utility easement - portion removed from plan - affects Lot A-1 Gas pipeline easement - shown on plan - affects Lots A-2 and A-1
11	Reel 33, Doc 2618	Resolution to vacate a portion of the utility easement - portion removed from plan - affects Lots E-2, A-1, Parcel D
12	Reel 40, Doc 8179	Gas pipeline easement - shown on plan - affects Lot E-2
13	Reel 42, Doc 86	Resolution to abandon a utility easement as described on Reel 2, Document 927 - removed from plan - affects Lot A-1
14	Reel 42, Doc 9952	Agreement to vacate portion of 11th Ave So & the 40' utility easement - portion removed from plan - affects Lot A-1
15	Reel 67, Doc 2972	Telephone right-of-way easement - shown on plan - affects Lots E-2 and A-2
16	Reel 67, Doc 2973	Telephone right-of-way easement - shown on plan - affects Lots E-2 and A-2
17	Reel 225, Doc 808	Agreement with City of Great Falls to vacate 11th Ave So - Owner takes responsibility of water line - affects Lot A-1
18	Reel 306, Doc 972	Bargain and Sale Deed with Easement - to Montana Department of Transportation - shown on plan - affects Lot E-2
19	Reel 306, Doc 973	Light standard easement to the Montana Department of Transportation - shown on plan - affects Lot E-2
20	Reel 310, Doc 312	Easements to the Montana Department of Transportation - shown on plan - affects Lot A-1
21	Reel 310, Doc 313	Light standard easements to the Montana Department of Transportation - shown on plan - affects Lot A-1
22	Reel 311, Doc 1349 Reel 318, Doc 1084	Reciprocal Easement Agreement - affects all parcels - "No Build Area" in Lot A-1 shown on plan Amendment to Reciprocal Easement Agreement - affects all parcels
23	Reel 336, Doc 833	Operation and Reciprocal Easement Agreement - affects all parcels
24	R0014672	Memorandum of Ground Lease - affects all parcels
25	R0094258	Memorandum of Lease - affects all parcels
26	R0101260	Memorandum of Lease - affects all parcels
27	R0141343 R0141933	Memorandum of Lease - affects all parcels Subordination, Non-Disturbance, and Attornment Agreement - affects all parcels
28	Reel 33, Doc 2494	Gas pipeline easement - shown on plan - affects Parcel D
29	Reel 31, Doc 977 Reel 259, Doc 88 R0130893	Lease Agreement - affects Parcel D Agreement of Ground Leases - affects Parcel D, Lot E-1, and Lot A-1 Assignment of Ground Lease and Consent to Assignment of Ground Lease affects Parcel D
30	Reel 105, Doc 1503 R0231100 LS	Memorandum of Lease - affects all parcels Memorandum of Lease Extension Agreement - affects all parcels
31	-	Tenants, as tenants only, in possession pursuant to written leases - affects all parcels
32	Reel 223, Doc 1467	Memorandum of Lease - affects all parcels
33	Plat 1600 & 2490	Easement shown on plats - references Reel 32, Doc 1680 - portion vacated on Reel 33, Document 2618 - remainder shown on plan - affects Lot A-1
34	Plat 1600	Easement shown on the northeast corner of the plat - possible gas easement in Book 266, Page 9, Exception 6 - shown on plan - affects Lot A-1
35	R0235644 CAG	Hold Harmless Agreement - affects all parcels
36	ALTA/ACSM Survey	Encroachments shown on the ALTA/ACSM Land Title Survey by Thomas, Dean, & Hoskins, dated November 6th, 2005. A) Building encroaches on side yard - building has been demolished and no longer affects parcels B) Building encroaches on rear yard setback (met setback at time of cons.) - shown on plan as encroachment 1 C) Parking blocks encroach on 13th Street So. R/W - shown on plan as encroachment 2 D) Building roof and column supports encroach onto property - shown on plan as encroachment 3 E) Building encroaches on gas easement - shown on plan as encroachment 4
37	R0130894 R0185162 R0213280	Modification of Security Document - affects all parcels First Modification of Security Document- affects all parcels Second Modification of Security Document - affects all parcels
38	U0111623	Financing Statement given to secure indebtedness - affects all parcels
39	-	Require documentation as to who is authorized to sign on behalf of the Mortgagor

THOMAS, DEAN, & HOSKINS
1800 RIVER DRIVE NO.
GREAT FALLS, MT 59401
(406)761-3010



REVISIONS
BY: DRK
DATE: 11-19-12
DESCR: COMMENTS
BY: DRK
DATE: 11-20-12
DESCR: COMMENTS
BY: _____
DATE: _____
DESCR: _____

DRAWN BY: DRK
DESIGNED BY: DRK
QUALITY CHECK: DRK
DATE: 11-9-12
JOB NO. 12-313
FIELDBOOK

ALTA/ACSM LAND TITLE SURVEY
HOLIDAY VILLAGE MALL
900, 1000, & 1200 10TH AVENUE SOUTH
GREAT FALLS, MONTANA

FINDINGS OF FACT/BASIS OF DECISION – MONTANA SUBDIVISION AND PLATTING ACT

Holiday Village Mall minor subdivision of Lot A-1 of the Amended Plat of Portions of Block 3, Fifteenth Addition, and Blocks 1, 2 and 3, Hillcrest First Addition located in the NE1/4 of Section 13, Township 20 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT. (PREPARED IN RESPONSE TO 76-3-608(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities: The minor subdivision is located on 10th Avenue South, which is located in city limits and surrounded by commercial development. The property is currently the location of the Holiday Village Mall. Thus, the proposed minor subdivision will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services: Buildings on the subject property are serviced by a private water and sewer system that is connected to the City’s public system.

The property proposed for this subdivision is also currently receiving law enforcement and fire protection service from the City of Great Falls and the subdivision does not propose any changes to the current services.

Effect on the Natural Environment: The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. The site contains an existing development that will not require any additional work to the existing storm system. Any new development or building additions or alterations will require review by the Public Works Department.

Effect on Wildlife and Wildlife Habitat: The subdivision is surrounded by existing development with commercial buildings to the north, east, and west, and existing mixed-use development to the south. This is not in an area of significant wildlife habitat beyond occasional migrating fowl.

Effect on Public Health and Safety: Based on available information, the subdivision is not subject to abnormal natural hazards nor potential man-made hazards. The subdivision itself will not have a negative effect on Public Health and Safety.

REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

EASEMENT FOR UTILITIES

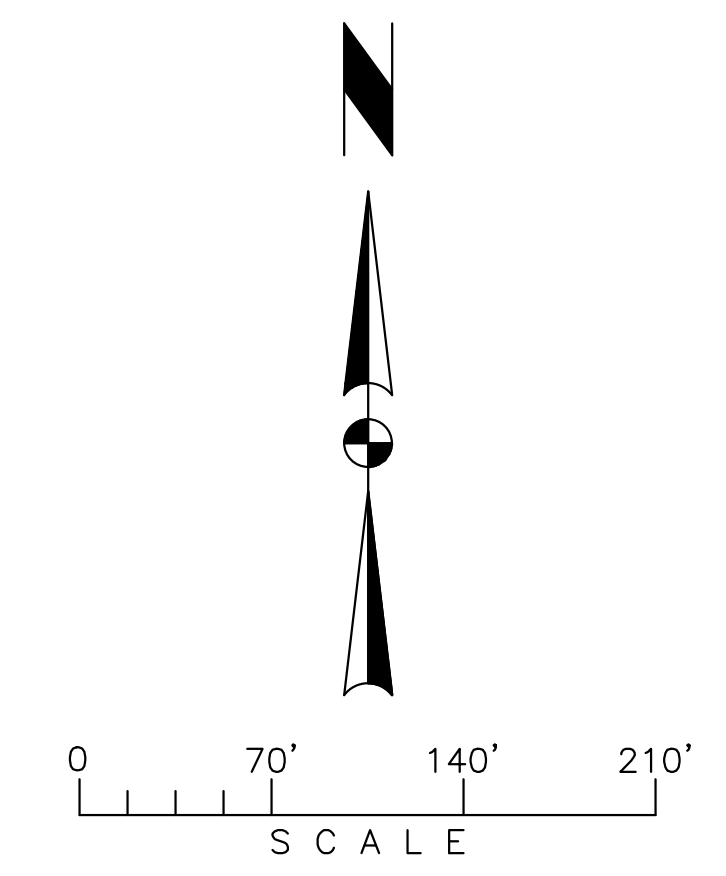
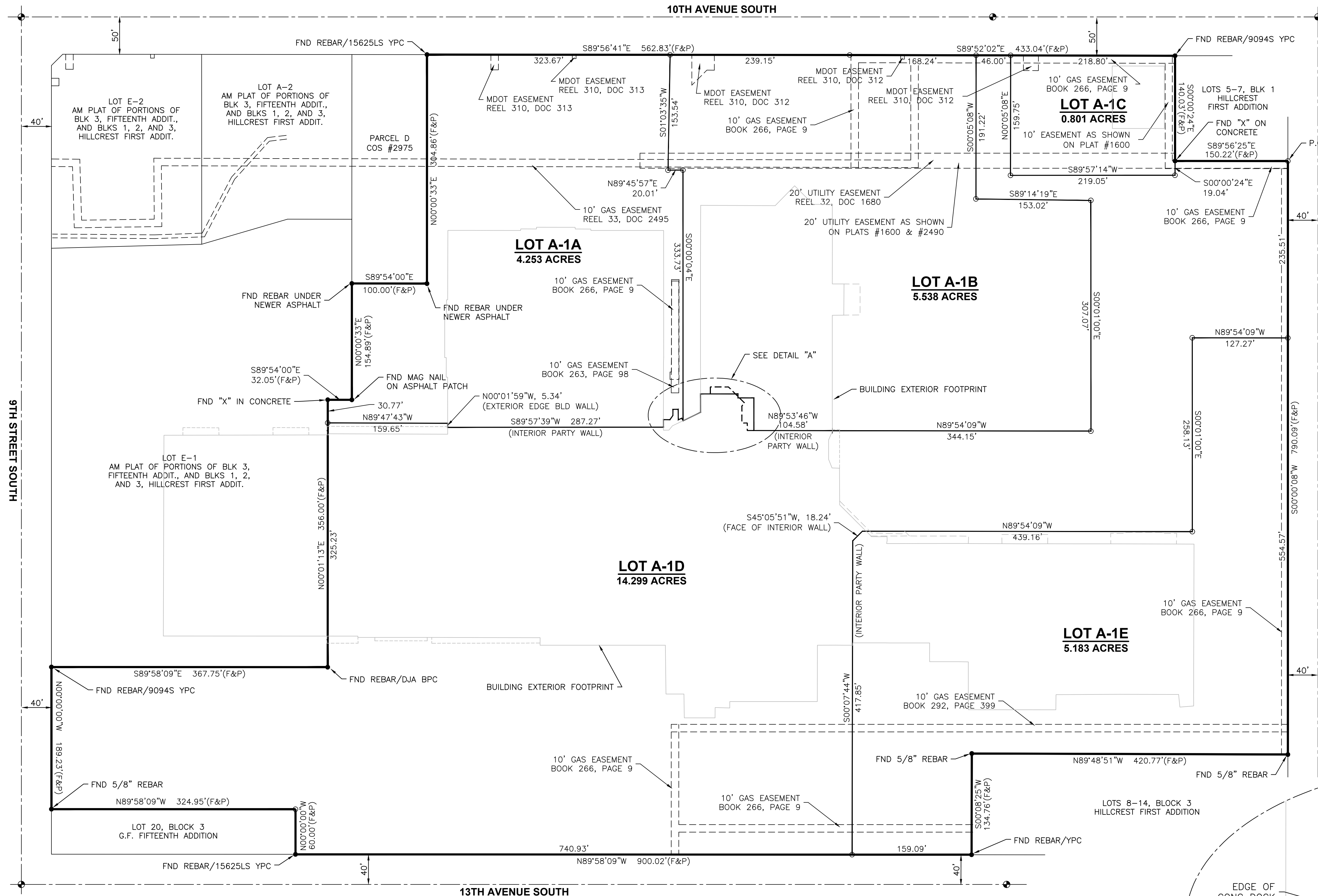
The proposed plat will be reviewed by City Utilities Staff to determine any necessary utility easements to accommodate water mains, sanitary sewer mains and private utilities to serve all lots of the subdivision.

LEGAL AND PHYSICAL ACCESS

Legal and physical access to the proposed development will be from several shared access points throughout the development, which will be addressed in an shared parking, access and maintenance agreement that will be provided with the approval of this subdivision.

AN AMENDED PLAT OF LOT A-1 OF THE AMENDED PLAT OF PORTIONS OF BLOCK 3, FIFTEENTH ADDITION, AND BLOCKS 1, 2, AND 3, HILLCREST FIRST ADDITION LOCATED IN THE NE1/4 OF SECTION 13, T20N, R3E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

LANDOWNER: GK HOLIDAY VILLAGE LLC



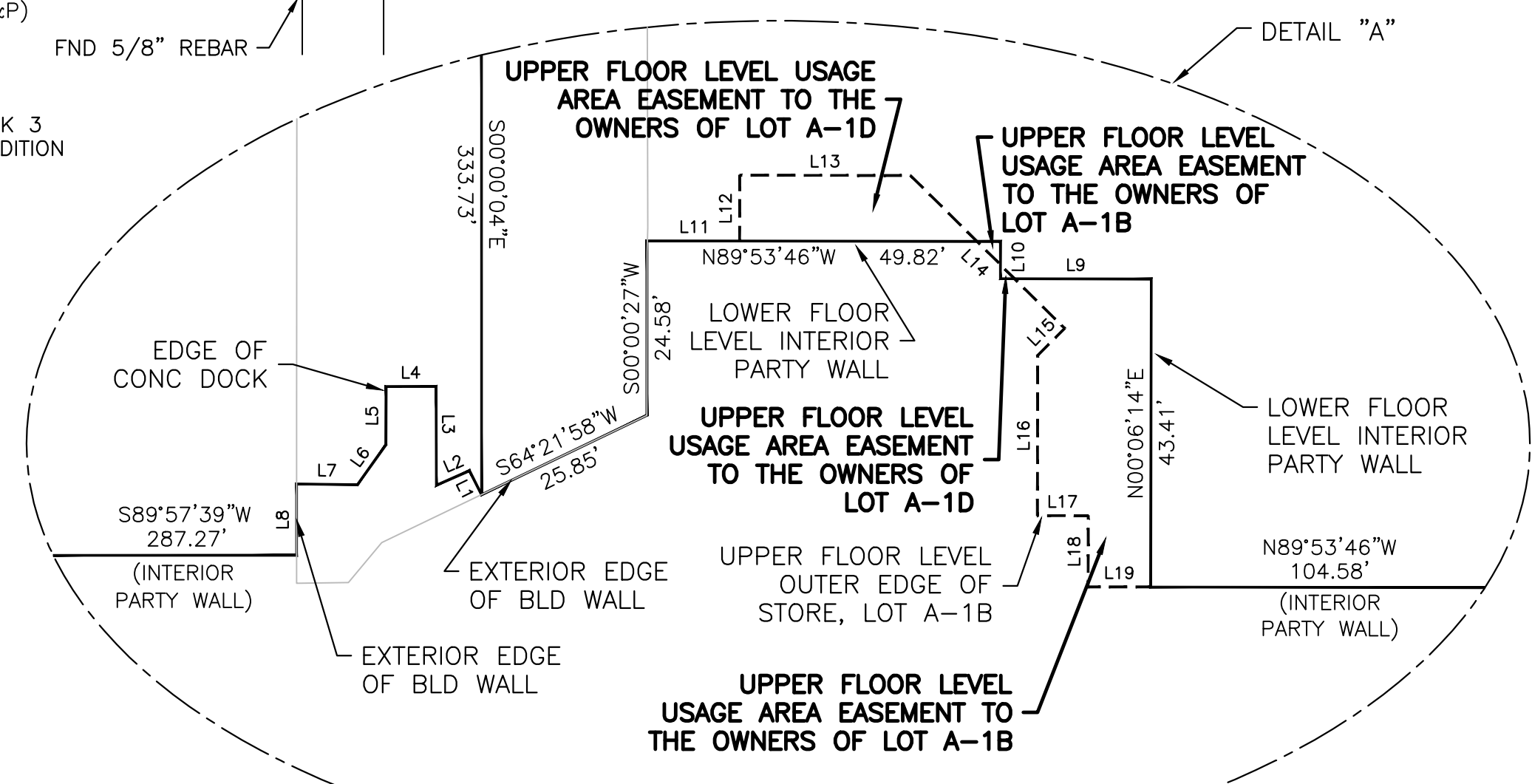
- LEGEND**
- FND PROPERTY PIN - AS NOTED
 - SET PROPERTY PIN - 18"x5/8" REBAR/YPC 15625LS
 - FND CENTERLINE MONUMENT
 - SUBDIVISION BOUNDARY
 - - - STREET CENTERLINE
 - - - EXISTING EASEMENT BY PLAT OR DOC.
 - - - NEW EASEMENT THIS PLAT
 - - - EXISTING LOT LINE
 - - - NEW LOT LINE
 - - - BUILDING EXTERIOR FOOTPRINT
 - (F) FOUND/FIELD MEASUREMENT
 - (P) PLAT RECORD DISTANCE
 - P.O.B. POINT OF BEGINNING

LINE	BEARING	DISTANCE
L1	N26°32'44"W	3.78'
L2	S66°10'14"W	5.10'
L3	N00°08'23"W	13.95'
L4	S89°45'14"W	7.05'
L5	S00°10'16"W	8.21'
L6	S35°29'51"W	6.92'
L7	N89°11'44"W	8.57'
L8	S00°01'53"W	10.04'
L9	N89°53'46"W	21.26'
L10	N00°06'14"E	5.24'
L11	S89°53'46"E	13.05'
L12	N00°06'14"E	9.28'
L13	S89°53'46"E	24.08'
L14	S45°13'11"E	30.60'
L15	S45°16'48"W	5.36'
L16	S00°06'14"W	22.61'
L17	S89°53'46"E	7.17'
L18	S00°06'14"W	10.03'
L19	S89°53'46"E	8.81'

AREA OF LOTS = 30.074 ACRES
 AREA OF PARK = 0 ACRES
 AREA OF DEDICATED ROADS = 0 ACRES
 TOTAL SUBDIVISION AREA = 30.074 ACRES

BASIS OF BEARING:
 EAST RIGHT-OF-WAY OF 9TH STREET SOUTH, BEING N00°00'00"W FROM THE AMENDED PLAT OF PORTIONS OF BLOCK 3, FIFTEENTH ADDITION, AND BLOCKS 1, 2, AND 3, HILLCREST FIRST ADDITION

PURPOSE OF SURVEY:
 TO CREATE 5 LOTS FROM LOT A-1 OF THE AMENDED PLAT OF PORTIONS OF BLOCK 3, FIFTEENTH ADDITION, AND BLOCKS 1, 2, AND 3, HILLCREST FIRST ADDITION



TD&H Engineering

DRAWN BY: DRK	DATE: 10-24-18	QUALITY CHECK: X
SURVEYED BY: RFS	JOB NO. 17-146	FIELDBOOK X

GREAT FALLS-BOZEMAN-KALISPELL-SHELBY
 MONTANA
 SPOKANE
 WASHINGTON
 LEWISTON
 IDAHO
 WATFORD CITY
 NORTH DAKOTA

AN AMENDED PLAT OF LOT A-1 OF THE AMENDED PLAT OF PORTIONS OF BLOCK 3, FIFTEENTH ADDITION, AND BLOCKS 1, 2, AND 3, HILLCREST FIRST ADDITION LOCATED IN THE NE1/4 OF SECTION 13, T20N, R3E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

LANDOWNER: GK HOLIDAY VILLAGE LLC

CERTIFICATE OF OWNERSHIP

I(we), the undersigned property owner(s), do hereby certify that I(we) have caused to surveyed, subdivided, and platted into lots, blocks, and easements, the following described tract of land in the City of Great Falls, Cascade County, Montana, to-wit:

A tract of land being Lot A-1 of the Amended Plat of Portions of Block 3, Fifteenth Addition, and Blocks 1, 2, and 3, Hillcrest First Addition, located in the NE1/4 of Section 13, Township 20 North, Range 3 East, P.M.M., City of Great Falls, Cascade County, Montana, and being more particularly described as follows:

Beginning at the Northeast corner of said Lot A-1, being a point on the Westerly right-of-way line of 13th Street South; thence South 00°00'08" West along said Westerly right-of-way line, a distance of 790.09 feet to the Southeast corner of said Lot A-1; thence North 89°48'51" West along the Southerly boundary line of said Lot A-1, a distance of 420.77 feet; thence South 00°08'25" West along said Southerly boundary line, a distance of 134.76 feet to a point on the Northerly right-of-way line of 13th Avenue South; thence North 89°58'09" West along said Northerly right-of-way line, a distance of 900.02 feet to the Southerly corner of said Lot A-1; thence North 00°00'00" West along the Southerly boundary line of said Lot A-1, a distance of 60.00 feet; thence North 89°58'09" West along said Southerly boundary line, a distance of 324.95 feet to a point on the Easterly right-of-way line of 9th Street South; thence North 00°00'00" West along said Easterly right-of-way line, a distance of 189.23 feet to the Westerly corner of said Lot A-1; thence South 89°58'09" East along the Westerly boundary line of said Lot A-1, a distance of 367.75 feet; thence North 00°01'13" East along said Westerly boundary line, a distance of 356.00 feet; thence South 89°54'00" East along said Westerly boundary line, a distance of 32.05 feet; thence North 00°00'33" East along said Westerly boundary line, a distance of 154.89 feet; thence South 89°54'00" East along said Westerly boundary line, a distance of 100.00 feet; thence North 00°00'33" East along said Westerly boundary line, a distance of 304.86 feet to a point on the Southerly right-of-way line of 10th Avenue South; thence South 89°56'41" East along said Southerly right-of-way line, a distance of 562.83 feet; thence South 89°52'02" East along said Southerly right-of-way line, a distance of 433.04 feet to the Northerly corner of said Lot A-1; thence South 00°00'24" East along the Northerly boundary line of said Lot A-1, a distance of 140.03 feet; thence South 89°56'25" East along said Northerly boundary line, a distance of 150.22 feet to the Point of Beginning and containing 30.074 acres, along with and subject to any existing easements.

The above described tract of land is to be known and designated as AN AMENDED PLAT OF LOT A-1 OF THE AMENDED PLAT OF PORTIONS OF BLOCK 3, FIFTEENTH ADDITION, AND BLOCKS 1, 2, AND 3, HILLCREST FIRST ADDITION, City of Great Falls, Cascade County, Montana, and the lands included in all streets, avenues, and parks or public lands shown on said plat are hereby granted and donated to the use of the public forever.

CERTIFICATE OF EXEMPTION FROM PARK DEDICATION

I(we), the undersigned property owner(s), do hereby certify that being this subdivision is into parcels that are all nonresidential, a park dedication will not be required pursuant to 76-3-621(3)(b) MCA, stating "(3) A park dedication may not be required for: (b) subdivision into parcels that are all nonresidential".

Dated this _____ day of _____, A.D., 2018

_____ GK HOLIDAY VILLAGE LLC

Printed Name _____

Title _____

State of Montana)
: ss
County of Cascade)

On this _____ day of _____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared, _____, known to me to be the person who executed the Certificate of Ownership, IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Residing at _____
My commission expires _____

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, Jim Rearden, Public Works Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying plat of the AN AMENDED PLAT OF LOT A-1 OF THE AMENDED PLAT OF PORTIONS OF BLOCK 3, FIFTEENTH ADDITION, AND BLOCKS 1, 2, AND 3, HILLCREST FIRST ADDITION, and the survey it represents, find that same conforms to regulations governing the platting of lands and presently platted adjacent land, as near as circumstances will permit, do hereby approve the same.

Dated this _____ day of _____, _____.

JIM REARDEN, Public Works Director
City of Great Falls, Montana

CERTIFICATE OF CITY COMMISSION

I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that the accompanying plat of the AN AMENDED PLAT OF LOT A-1 OF THE AMENDED PLAT OF PORTIONS OF BLOCK 3, FIFTEENTH ADDITION, AND BLOCKS 1, 2, AND 3, HILLCREST FIRST ADDITION, was duly examined and approved by the City Commission of the City of Great Falls, Montana, at its regular meeting held on the _____ day of _____, _____.

GREGORY T. DOYON, City Manager
City of Great Falls, Montana

CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, at its regular meeting held on the _____ day of _____, _____, found that adequate municipal facilities for the supply of water and the disposal of sewage and solid waste, are available to the above described property, namely the said facilities of the City of Great Falls, Montana, and this certificate is made pursuant to Section 76-4-125(2)(d) M.C.A., permitting the Clerk and Recorder of Cascade County, Montana, to record the accompanying plat.

GREGORY T. DOYON, City Manager
City of Great Falls, Montana

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, Peter Fontana, President of the Great Falls Planning Board, City of Great Falls, Montana, and Craig Raymond, Secretary of said Great Falls Planning Board, do hereby certify that the accompanying plat of AN AMENDED PLAT OF LOT A-1 OF THE AMENDED PLAT OF PORTIONS OF BLOCK 3, FIFTEENTH ADDITION, AND BLOCKS 1, 2, AND 3, HILLCREST FIRST ADDITION, has been submitted to the said Great Falls Planning Board, for examination by them and was approved at its regular meeting held on the _____ day of _____, _____.

Peter Fontana, President
Great Falls Planning Board

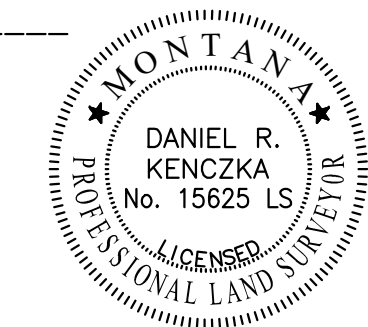
CRAIG RAYMOND, Secretary
Great Falls Planning Board

CERTIFICATE OF SURVEYOR

I, the undersigned, Daniel R. Kenczka, Professional Land Surveyor, Montana Registration No. 15625LS, do hereby certify that I supervised this Plat of the AN AMENDED PLAT OF LOT A-1 OF THE AMENDED PLAT OF PORTIONS OF BLOCK 3, FIFTEENTH ADDITION, AND BLOCKS 1, 2, AND 3, HILLCREST FIRST ADDITION, and platted same as shown on the accompanying plat and as described in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-614, M.C.A., and Cascade County.

Dated this _____ day of _____, A.D., _____

Daniel R. Kenczka, Montana Reg. No. 15625LS



CERTIFICATE OF COUNTY TREASURER

I, Jamie Bailey, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included in the accompanying plat of the AN AMENDED PLAT OF LOT A-1 OF THE AMENDED PLAT OF PORTIONS OF BLOCK 3, FIFTEENTH ADDITION, AND BLOCKS 1, 2, AND 3, HILLCREST FIRST ADDITION, and find that the current taxes are not delinquent.

Dated this _____ day of _____, A.D., _____

County Treasurer, Cascade County, Montana

BASIS OF BEARING:
EAST RIGHT-OF-WAY OF 9TH STREET SOUTH, BEING N00°00'00"W FROM THE AMENDED PLAT OF PORTIONS OF BLOCK 3, FIFTEENTH ADDITION, AND BLOCKS 1, 2, AND 3, HILLCREST FIRST ADDITION

PURPOSE OF SURVEY:
TO CREATE 5 LOTS FROM LOT A-1 OF THE AMENDED PLAT OF PORTIONS OF BLOCK 3, FIFTEENTH ADDITION, AND BLOCKS 1, 2, AND 3, HILLCREST FIRST ADDITION

SHEET 2 OF 2

TD&H Engineering	DRAWN BY: DRK	DATE: 10-24-18	QUALITY CHECK: X
	SURVEYED BY: RFS	JOB NO. 17-146	FIELDBOOK X
GREAT FALLS-BOZEMAN-KALISPELL-SHELBY SPOKANE LEWISTON WATFORD CITY			MONTANA WASHINGTON IDAHO NORTH DAKOTA

Exhibit 20-4. Development standards for other zoning districts

	M-1	M-2	C-1	C-2	C-3	C-4	C-5	PLI	GFIA	I-1	I-2
Residential density	500 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Minimum lot size for newly created lots	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet
Minimum lot width for newly created lots	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet
Lot proportion for newly created lots (maximum depth to width)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3:1	3:1
Maximum building height of principal building	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet when within 200 feet to 350	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet when within 200 feet to 350	35 feet	65 feet	50 feet	100 feet by right; 101 feet to 160 feet as conditional use	55 feet	100 feet by right; 101 feet to 160 feet as conditional use, except as follows; in the	65 feet	45 feet	none

	feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district	feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district						proposed medical district master plan area, 160 feet by right			
Maximum building height of accessory building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	n/a	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	35 feet	none
Minimum front yard setback of principal and accessory buildings	none	Existing Industrial: 20 feet	15 feet	none	25 feet	none	15 feet	25 feet	25 feet	20 feet	10 feet
Minimum side yard setback of principal and accessory	Commercial: none Residential: 5 feet each side	Commercial: none Residential: 5 feet each side Existing Industrial: 15	10 feet each side	10 feet each side	15 feet each side	none	10 feet each side	10 feet each side	none	10 feet each side	10 feet each side, 15 feet when side yard abuts a n

buildings		feet each side									industrial zoning district
Minimum rear yard setback of principal and accessory buildings	10 feet	10 feet	15 feet	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	5 feet	5 feet
Maximum lot coverage of principal and accessory buildings	Corner lot: 70% Other lots: 65%	Corner lot: 70% Other lots: 65%	Corner lot: 50% Other lots: 40%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	100%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	none	Corner lot: 85% Other lots: 70%	Corner lot: 85% Other lots: 70%

(Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)

AFTER RECORDING RETURN TO:

GK Development, Inc.
257 East Main Street, Suite 200
Barrington, IL 60010
Attn: Joshua Chupack

**OPERATION AND RECIPROCAL
EASEMENT AGREEMENT**

By

GK Holiday Village, LLC,
a Delaware limited liability company

**OPERATION AND RECIPROCAL
EASEMENT AGREEMENT**

THIS OPERATION AND RECIPROCAL EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this ___ day of _____, 201__, by **GK HOLIDAY VILLAGE, LLC**, a Delaware limited liability company ("**Developer**")

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties:

A. These Recitals refer to and utilize certain capitalized terms which are defined in this Agreement. The Parties intend to refer to those definitions in conjunction with the use thereof in these Recitals.

B. Developer is the owner or groundlessee of that certain real property and improvements comprising a portion of the Shopping Center located in the City of Great Falls, County of Cascade, State of Montana, legally described in Exhibit A-1 attached hereto ("**Mall Parcel**") and depicted as Lot A-1D on the plat attached hereto as Exhibit B (the "**Plat**").

C. Developer is the owner or groundlessee of that certain real property and improvements comprising a portion of the Shopping Center located in the City of Great Falls, County of Cascade, State of Montana, legally described in Exhibit A-2 attached hereto ("**Parcel E-2**") and depicted as Lot E-2 on the Plat.

D. Developer is the owner or groundlessee of that certain real property and improvements comprising a portion of the Shopping Center located in the City of Great Falls, County of Cascade, State of Montana, legally described in Exhibit A-3 attached hereto ("**Parcel A-2**") and depicted as Lot A-2 on the Plat.

E. Developer is the owner or groundlessee of that certain real property and improvements comprising a portion of the Shopping Center located in the City of Great Falls, County of Cascade, State of Montana, legally described in Exhibit A-4 attached hereto ("**Parcel A-1A**") and depicted as Lot A-1A on the Plat.

F. Developer is the owner or groundlessee of that certain real property and improvements comprising a portion of the Shopping Center located in the City of Great Falls, County of Cascade, State of Montana, legally described in Exhibit A-5 attached hereto ("**Parcel A-1B**") and depicted as Lot A-1B on the Plat.

G. Developer is the owner or groundlessee of that certain real property and improvements comprising a portion of the Shopping Center located in the City of Great Falls, County of Cascade, State of Montana, legally described in Exhibit A-6 attached hereto ("**Parcel A-1C**") and depicted as Lot A-1C on the Plat.

H. Developer is the owner or groundlessee of that certain real property and improvements comprising a portion of the Shopping Center located in the City of Great Falls, County of Cascade, State of Montana, legally described in Exhibit A-7 attached hereto ("**Parcel A-1E**" and together with Parcel E-2, Parcel A-2, Parcel A-1A, Parcel A-1B, and Parcel A-1C, each an "**Ancillary Parcel**" and collectively, the "**Ancillary Parcels**") and depicted as Lot A-1E on the Plat.

I. A portion of the Shopping Center ("**Former Herberger's Property**") depicted at Lot E-1 on the Plat is owned by a successor and/or assign of Parisian, Inc., an Illinois corporation ("**Herberger's Successor**").

J. Developer, as owner of the Mall Parcel, Parcel E-2, Parcel A-2, Parcel A-1A, Parcel A-1B, Parcel A-1C and Parcel A-1E, and Herberger's Successor, as owner of the Former Herberger's Property are parties to that certain Operation and Reciprocal Easement Agreement dated July 13, 2000 and recorded July 13, 2000 on Reel 336, Document 465, records of Cascade County, Montana, and re-recorded July 21, 2000, on Reel 336, Document 833, records of Cascade County, Montana (the "**Shopping Center REA**") originally between The Macerich Partnership, L.P., a Delaware limited partnership ("Macerich"), and Parisian, Inc., an Alabama corporation. The Mall Parcel, Parcel E-2, Parcel A-2, Parcel A-1A, Parcel A-1B, a portion of Parcel A-1C and Parcel A-1E, among other property, is subject to the Shopping Center REA.

K. The Parties intend to operate their respective Parcels as integral parts of the Shopping Center, as generally shown on the Plat. To effect the further common development, use and operation of the Shopping Center, the Parties desire to enter into certain covenants and agreements as part of a general plan for beneficial use of the Parcels and to grant each to the other certain reciprocal easements in, to, over and across the Common Area to be located on the Parcels as described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained herein and other valuable consideration, the Parties agree as follows:

1. **Definitions.**

1.1 **Defined Terms.** Each reference in this Agreement to any of the following terms shall have the meaning set forth below.

1.2 **Affiliate.** The term "Affiliate" means any other Person directly or indirectly, controlling, controlled by, or under common control with a Party. For purposes of this definition, "control" (including with correlative meanings, the term "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession of a legal and equitable interest in the Person sufficient to grant the power to direct or cause the direction of the management and policies of that Person.

1.3 **Ancillary Parcel Owner and Ancillary Parcel Owners.** The term "Ancillary Parcel Owner" means each owner of an Ancillary Parcel, and the term "Ancillary Parcel Owners" means the owners of the Ancillary Parcels.

1.4 **Appropriation.** The term "Appropriation" shall mean the taking of or damage to the Shopping Center, any building or improvement therein, any Parcel therein, or any portion thereof, by reason of any exercise of the power of eminent domain (including inverse condemnation), or any transfer of all or any part of the Shopping Center, any building or improvement therein, or any Parcel, or any portion thereof, in avoidance of an exercise of the power of eminent domain.

1.5 **Building or Buildings.** The term "**Building**" or "**Buildings**" mean the buildings (exclusive of the Enclosed Mall) located or to be located on the respective Building Areas on the Mall Parcel and/or the Ancillary Parcels as the context may appropriately require, as the same may exist from time to time including any replacements thereof, together with appurtenant truck loading or delivery docks or areas, ramps and wells.

1.6 **Building Area.** The term "Building Area" shall mean those area designated and shown on the Plat upon which areas are located Buildings and improvements.

1.7 **Common Area.** The term "Common Area" means all areas of the Shopping Center shown on the Plat (other than buildings located within Building Areas, and related building canopies, support columns, pilasters, overhangs and footings and appurtenant building truck loading or delivery docks or areas, ramps and wells) encompassing, without limitation, all of those facilities within or upon the Shopping Center for the non-exclusive use of Parties, Occupants and Users in common, including but not limited to, Parking Areas, service areas, driveways, areas of ingress and egress, sidewalk and other pedestrian ways, perimeter sidewalks adjacent and contiguous to buildings on Building Areas, areas containing buildings or structures used in connection with the maintenance of the Common Area, roadways, delivery areas, landscaped areas (including planters and areas located between perimeter sidewalks and buildings or next to exterior building walls), areas containing signs or structures advertising the common name given for the Shopping Center, together with the signs and structures constructed thereon (but not areas containing only the signs of individual Occupants, or the Occupant signs or sign structures), common corridors, public restrooms, if any, accessible from pedestrian passageways not within the building owned by Herberger's Successor or leased space of any Occupant, and the Enclosed Mall.

1.8 **Enclosed Mall.** The term "Enclosed Mall" means the enclosed, lighted, heated, ventilated and air-conditioned mall located in the Mall Parcel in the Shopping Center, as shown and designated on the Plat. For the avoidance of doubt, any property not located on the Mall Parcel cannot be included in the definition of "Enclosed Mall" even if such property includes a corridor to the Enclosed Mall.

1.9 **Floor Area.** The term "Floor area" means the aggregate from time to time of the actual number of square feet of floor space of all floors in any structure, designated or intended for use by an Occupant, whether roofed and enclosed or not, located in the Shopping Center whether or not actually occupied, including basement space and subterranean areas, and balcony and mezzanine space, measured from the exterior faces or the exterior lines of the exterior walls (including basement walls), except party and interior common walls, as to which the center thereof instead of the exterior faces thereof shall be used.

The term "Floor Area" shall not include any of the following:

(i) The upper levels of any multi-deck stock areas created for convenience to increase the usability of space for stock purposes so long as and to the extent used solely for that purpose, regardless of whether such multi-deck stock areas are permanent or temporary installations;

(ii) Areas, whether physically separated or otherwise required by building codes, which are used exclusively to house mechanical, electrical, telecommunications, HVAC and other such building operated equipment, and rooms housing equipment to operate point of sale terminals and management information systems (including a computer data room), trash rooms and trash compacting and baling areas;

(iii) Any Common Area;

(iv) Any (a) Shopping Center management office and (b) Merchants' Association offices or storage rooms;

(v) Emergency exit corridors or stairs between fire resistant walls required by building codes;

(vi) Truck loading areas, and truck parking, tum-around and dock areas and ramps;

(vii) A United States post office;

(viii) Any community meeting rooms; and

(ix) A police station.

No deduction shall be made from Floor Area computed under the foregoing definition by reason of interior columns, stairs (except as provided in subparagraph (v) above), escalators, elevators, dumbwaiters, conveyors or other interior construction or equipment within the building involved, except as provided above. Mall Parcel Owner may, in its discretion, from time to time exclude from Floor Area mezzanine or balcony space Mall Parcel Owner determines is not accessible, either by elevator or otherwise.

Whenever and during any period in which a building or other improvement in the Shopping Center is damaged, destroyed, rebuilt, repaired, replaced or razed for any reason whatsoever, the Floor Area of such Building shall be deemed to be the same as the Floor Area of such Building immediately prior to such period. Within thirty (30) days after completion of (i) initial construction or (ii) any reconstruction, remodeling or improvement of any building on a Party's Parcel, such Party shall certify, or shall cause its architect to certify, to the other Party the number of square feet of Floor Area on its Parcel. The Floor Area set forth in such certification shall constitute the Floor Area contained in the Building Area on such Party's Parcel as to which such certification has been made for all purposes under this Agreement, until affected by subsequent construction, reconstruction, remodeling or improvement, decreasing or increasing Floor Area.

1.10 **Indemnify.** The term "Indemnify" means indemnify, defend, with counsel reasonably satisfactory to the indemnitee, and protect and hold harmless the other Person, and such other Person's officers, directors, agents, servants, employees, partners, Sale and Leaseback lessors and Affiliates from and against all loss, claims, liability, cost or expense (including the reasonable attorneys' fees) ("**Claims**") incurred by the indemnitee as a result of or caused by the matter which is the subject of the indemnity, but excluding Claims arising in whole or in part from the gross negligence or intentional wrongdoing of the indemnitee, or its officers, directors, agents, servants, employees, partners, Sale and Leaseback lessors or Affiliates. The indemnitee shall give the indemnitor prompt notice of any suit, action or proceeding with respect to which the indemnitee is entitled to indemnification pursuant to this Agreement. Failure to give such notice shall not, however, in any manner negate or invalidate the obligation to provide such indemnity, except to the extent the indemnitor is prejudiced thereby.

1.11 **Mall Parcel Owner.** The term "Mall Parcel Owner" means the owner of the Mall Parcel.

1.12 **Mortgage and Mortgagee.** The term "Mortgage" means an indenture of first mortgage or first deed of trust on a Parcel, or, a, Sale and Leaseback. The term "Mortgagee" means either (i) the mortgagee under a Mortgage, (ii) the trustee and beneficiary under a Mortgage, or (iii) the fee owner or sublessor following a Sale and Leaseback. The term "Mortgagee" shall not refer to any of the foregoing Persons when in possession of the Parcel of any Party or any Affiliate of a Party.

1.13 **Occupant.** The term "Occupant" means each Party and any Person or Persons from time to time entitled to the use and occupancy of any portion of any Building Area in the Shopping Center by ownership thereof or under any lease, license or concession agreement, or other instrument or arrangement under which the Occupant acquires its right to such use and occupancy.

1.14 **Operating Costs.** The term "Operating Costs" means all costs and expenses paid or incurred for the operation, equipping, securing, maintenance, management, repair and

insurance of the Common Area and other portions of the Shopping Center, including the costs for parking lot lighting, utility facilities. Additionally, Mall Parcel Owner may include in Operating Costs (and seek payment from the Parties for) any and all rent, taxes, operating costs or other payments payable by Mall Parcel Owner under any reciprocal easement agreements, easements, leases, ground leases, deeds or other agreements, documents or instruments with other third parties.

1.15 **Parcels.** The term "Parcels" means the Mall Parcel and the Ancillary Parcels. Reference to a "Parcel" shall mean any or all of the Parcels, as the context may require.

1.16 **Parking Area.** The term "Parking Area" means that portion of the Common Area used for parking and passage of motor vehicles, including without limitation, incidental and interior roadways, walkways, curbs and landscaping within the areas used for such parking, together with all improvements as permitted by the provisions of this Agreement which are at any time erected thereon.

1.17 **Parking Ratio.** The term "Parking Ratio" means the ratio of parking spaces to Floor Area required to be maintained in the Parking Area of the Shopping Center pursuant to Article 7.

1.18 **Party.** The term "Party" means Mall Parcel Owner and each Ancillary Parcel Owner, or their respective successors in interest with respect to their respective Parcels, who succeed to their respective rights and obligations pursuant to Article 12.

1.19 **Party's Proportionate Share.** The term "Party's Proportionate Share" means a fraction, the numerator of which is the gross leasable area of a Party's Parcel and the denominator of which is the gross leasable area of the Shopping Center from time to time, as either may be remeasured from time to time by Landlord to more accurately reflect the true gross leasable area. The denominator in the above fraction shall increase or decrease with the further increase or decrease in the size of the Shopping Center, as Shopping Center may be defined by Mall Parcel Owner for purposes of calculating any Party's Proportionate Share from time-to-time. Gross leasable area of a Party's Parcel or the Shopping Center means, in Mall Parcel Owner's discretion, either (a) all ground floor area contained in a Party's Parcel or the Shopping Center designated for tenants' or other occupants' exclusive occupancy or (b) the actual acreage of each Parcel or the Shopping Center, regardless of whether designated for tenants' or other occupants' occupancy. Mall Parcel has the right to estimate each Party's Proportionate Share of Taxes and Operating Costs from time-to-time and notify each Party of the estimates which shall be paid by each Party in advance, on the first day of each and every calendar month. When Mall Parcel Owner has calculated the exact amount of Tenant's Proportionate Share of the costs, Mall Parcel Owner shall notify each Party of the exact amount. Any deficiencies in the payments made by each Party shall be paid by each Party to Mall Parcel Owner within thirty (30) days of demand therefor. Any surplus paid by a Party shall be applied against the next due monthly installments of the costs due from such Party.

1.20 **Person or Persons.** The term "Person" or "Persons" means individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals, or any other form of business or legal entity.

1.21 **Sale and Leaseback.** The term "Sale and Leaseback" means a transaction whereby a Party conveys the fee or a leasehold estate in such Parcel for financing purposes only and such conveyance is followed immediately by a leaseback or sub-leaseback of the entirety of the Parcel or the improvements thereupon to such Party, or to an Affiliate of such Party.

1.22 **Shopping Center.** The term "Shopping Center" means the Mall Parcel, Ancillary Parcels, the Former Herberger's Property and other property shown on the Plat, including the Building Areas and Common Area.

1.23 **Taxes.** The term "Taxes" means real estate and ad valorem taxes and any other assessments of any nature (1) which shall or may become a lien upon, or be assessed, imposed, or levied by lawful taxing authorities against the land upon which the Shopping Center is located and buildings and improvements on or for the benefit of the Shopping Center; or (2) which arise in connection with the use, occupancy, or possession of the Shopping Center or any part of the Shopping Center or any land, the building, easements or other improvements on the Shopping Center. The Taxes shall include, in Mall Parcel Owner's discretion, any fees, expenses or costs (including attorney's fees, expert fees and appraisal fees) incurred by Mall Parcel Owner in protesting or contesting any assessments, levies or the tax rate. A real estate tax bill or copy submitted by Mall Parcel Owner to any other Party shall be conclusive evidence of the amount of any real estate taxes, assessments, or installment.

1.24 **Users.** The term "Users" means all Occupants and the respective officers, partners, directors, licensees, invitees, customers, contractors, agents, and concessionaires.

1.25 **Certain Other Terms.** Certain other terms shall have the meaning set forth elsewhere in this Agreement for each such term.

2. **Grant of Reciprocal Easements.**

2.1 Each Party grants to the other Party easements over, across, in, under and through (i) Common Area of its Parcel appurtenant to and for the benefit of the other Parcel, for the uses and purposes set forth in Section 2.2, and (ii) the Building Areas of its Parcel appurtenant to and for the benefit of the other Parcels, for the uses and purposes set forth in Section 2.3, and (iii) in each case, for the duration specified in each instance in Section 2.4, and subject to all the terms, conditions and limitations set forth in Sections 2.2, 2.3 and 2.4. Each easement granted herein shall in each instance be (A) appurtenant to and for the benefit of the Parcel occupied by each grantee of such easement, and (B) nonexclusive for use in common with the grantor by the grantee, and for the easements granted under Section 2.1(i) by all Users and Occupants, solely for the purpose of developing and operating the Parcels as part of the Shopping Center pursuant to a common plan of beneficial use.

2.2 **Common Area Easements.** The Common Area on each Parcel shall be used only for the following purposes related to the businesses and activities conducted in the Shopping Center:

(a) **Parking.** Parking in Parking Areas of Users' motor vehicles.

(b) **Ingress and Egress.** Ingress and egress by any Users and any motor vehicles of such Users to, from and across any portion of the Common Area, and User access to, from and between any Building Area, Common Area and the public streets adjacent to the Common Area.

(c) **Utilities.** Installation, maintenance, repair, replacement and operation of utility lines, fire service lines, and related facilities and services for the Common Area or Building Areas, together with and including, without limitation, vaults, manholes, meters, transformers, pipelines, valves, hydrants, sprinkler controls, conduits, storm drainage and sewage facilities, and all related facilities, all of which shall whenever and wherever reasonably feasible be located below the surface of the Common Area, or the surface of any other above ground improvements located thereon. Placement of any such utility facilities by the owner of the Ancillary Parcels above ground after the date of this Agreement shall require the prior approval of the Mall Parcel Owner, and all utilities and installations approved for above ground installation shall be placed so as not to interfere with, restrict, or impede other uses of Common Area provided for herein.

(d) **Pedestrian Traffic.** Pedestrian traffic by Users (i) between business establishments in the Building Areas, (ii) between the Building Areas and Common Area, and (iii) between the Building Areas and Common Area and the adjoining public streets.

(e) **Comfort and Convenience.** Comfort and convenience of Users by installation of minor convenience facilities, such as mailboxes, public telephones, and benches; provided, however, that no such minor convenience facilities shall materially interfere with, restrict or impede other uses of the Common Area provided for herein.

(f) **Temporary Construction Activity.** Construction, maintenance, repair, replacement, rearrangement and remodeling permitted under this Agreement of buildings and improvements within Building Areas and Common Area. All such work shall be performed in compliance with the applicable provisions of Article 4 .

(g) **Service and Delivery Vehicles.** Ingress, egress, and temporary parking of delivery and service vehicles traveling to and from the Building Areas, or any portion thereof, and access to and from the public streets adjacent to the Shopping Center, for the delivery of goods, wares, merchandise, furniture, fixtures, supplies and equipment, and the rendition of services to any Occupant.

(h) **Doors and Exits.** The opening onto the Common Area of doors and other

exits of Buildings in the Building Areas.

(i) **Foundations, Footings, Supports and Common Walls.** Installation, repair, replacement and maintenance of Building foundations, footings, supports and common walls extending from any portion of a Building Area of any Parcel, over, onto, under and into the Common Area; provided, however, that Building foundations, footings, supports and common walls that benefit the Ancillary Parcel Owners, to the extent not existing as of the date of this Agreement, shall not extend into or below the Enclosed Mall.

(j) **Overhangs and Canopies.** Minor encroachments of building overhangs, canopies and support columns, eaves and signs, and pilasters and other building columns or pillars extending from a Building Area over, into and onto the Common Area; provided, however, that to the extent not existing as of the date of this Agreement, no such encroachment may in any event extend beyond the vertical plane of the outside edge of a sidewalk in the Common Area adjoining the Building Area perimeter.

(k) **Repair, Maintenance and Replacement.** Subject to the conditions and limitations specified in this Article 2 and Article 4 with respect to construction activities, ingress, egress and access over, along, and under each Party's Parcel (other than within Building Area) for the purpose of effectuating any necessary repairs, maintenance or replacements in connection with the use of the common non-exclusive easements and exercise of the other rights granted under this Agreement with respect to each Parcel, as permitted under this Agreement. Each Party hereby reserves the right to eject or cause the ejection from the Common Area of its Parcel of any Person or Persons not authorized, empowered or privileged to use the Common Area of such Parcel, and each Party reserves the right to close off the Common Area of its Parcel for such reasonable period or periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Party (i) shall have received the advice and recommendation of its regular legal counsel to proceed in such a manner, and (ii) shall to the extent practical under the circumstances give reasonable advance written notice to each other Party of its intention so to do, and shall coordinate such closing with the other Party and/or Herberger's Successor, as applicable, so that no unreasonable interference with the operation of the Shopping Center or the Former Herberger's Property shall occur.

2.3 **Building Area.** The Building Areas on each Parcel shall be subject to the following uses for the benefit of the other Parcel:

(a) **Foundations, Footings, Party Walls and Load Bearing Walls.** Repair, replacement and maintenance of building foundations, footings, party walls and load bearing walls required in connection with construction of improvements in the Building

Areas or Common Area on the Parcels; provided that, any such repair, replacement or maintenance by a Party on another Party's Parcel shall not (i) materially interfere with improvements on such other Party's Parcel, or (ii) increase the cost of operation or maintenance of the improvements on such other Party's Parcel, unless the Party performing such repair, replacement or maintenance agrees in writing, in a form reasonably acceptable to such other Party, to reimburse such other Party for such increased costs. Except to the extent existing as of the date of this Agreement, no foundations, footings, party walls and load bearing walls shall extend beyond a lateral distance of six feet (6') from the Building Area limit line upon which the building is constructed or from the improvements located in the Common Area. Nothing herein contained shall relieve a Party of its obligation to use best efforts to construct entirely within Building Area limit lines. Each grantor of an easement under this Section 2.3(a) covenants to the grantee of such easement that if all or any part of any grantor's building is removed or destroyed and not repaired, it will leave in place any common foundations, footings, party walls and load bearing walls (or portions thereof) not destroyed if, immediately before such removal or destruction, such common foundations, footings, party walls and load bearing walls (or portions thereof) were shared jointly between such grantor and grantee. The grantor of an easement under this Section 2.3(a) shall be obligated to leave the common foundations, footings, party walls and load bearing walls in place only for so long as that portion of the building of the grantee of such easement or of the Enclosed Mall sharing such common foundations, footings, party walls or load bearing walls (as originally constructed or as replaced under this Agreement) shall stand or shall be in the process of being replaced.

(b) **Encroachments.** Subject to the provisions of Section 2.3(a) above, minor encroachments of building overhangs, support columns, canopies and eaves, but only if (i) to the extent not existing as of the date of this Agreement, approved in writing by the Party occupying the burdened Parcel and (ii) such minor encroachment upon the Building Area of another Party's Parcel does not materially interfere with improvements on, or the use and enjoyment of, such other Party's Parcel.

(c) **Utility Connections.** Connection to or with utility installations, subject, however, to the provisions of Section 2.2(c) above; provided, however, that to the extent not existing as of the date of this Agreement (i) no such use shall be allowed in a manner which unreasonably burdens the affected Parcel, results in interference with the improvements thereon, impairs or diminishes the effectiveness of the existing system, inconveniences unreasonably the Occupants thereof, or adversely affects the fire insurance rating standard of the building on the affected Parcel; (ii) no such utilities and installations shall be located on the Mall Parcel without the consent of the Mall Parcel Owner, which consent may be withheld in such Mall Parcel Owner's sole and arbitrary discretion.

(d) **Enclosed Mall.** Unless otherwise permitted by Mall Parcel Owner in

writing, in Mall Owner's sole and absolute discretion, the owners of Parcel A-1A, Parcel A-1B and Parcel A-1E shall continue to abut and open onto the Enclosed Mall (or there shall be corridors which provide access between all or a portion of such parcels and the Enclosed Mall) in the locations shown on Exhibit B to provide access between such Parcels and the Enclosed Mall. Nothing contained herein shall be deemed to require Mall Owner to install any additional openings or corridors to the Enclosed Mall not existing on the date hereof.

2.4 **Duration of Easements.** Except as provided in Sections 2.4(a), all of the easements under Sections 2.2 and 2.3 granted under Section 2.1 shall automatically terminate and be extinguished upon the expiration or prior termination of this Agreement pursuant to Section 18.2(b).

(a) **Termination of Easements on Abandonment.** The easements granted between the Parcels pursuant to Sections 2.2(c) and 2.3(c) shall terminate as between the Parcels benefited and burdened thereby only if the use thereof for the benefit of a Parcel is abandoned for a period of two (2) years. Abandonment and termination of an easement hereunder shall be conclusively established for the benefit of any Parcel burdened by such easement, if:

(i) **Notice.** The Party, if this Agreement is still in effect as to such Party's Parcel, and if not, the then record owner of the fee of the Parcel, burdened with any such easement gives written notice by United States certified or registered mail, return receipt requested, to (i) the Parties to this Agreement, if this Agreement is then still in effect as to any Parcel, at the then address specified by each Party under Section 18.9(a) below, (ii) the then record owner of the fee of the Parcel benefited by such easement at the address given for mailing tax statements in the office of the Tax Collector of the County of Cascade, State of Montana, and (iii) the then record owner, if any, of any leasehold interest in such benefited Parcel, which notice (A) states that such easement has been abandoned by virtue of non-use of such easement for a two (2) year period; (B) identifies by name and address the Party or record owner of the Parcel burdened by such easement giving the notice; (C) describes both the Parcel benefited and the Parcel burdened by such easement; and (D) identifies the Party (if this Agreement is still in effect as to such Party's Parcel), and the then record owner of the fee, of the benefited Parcel and the record owner of any leasehold interest therein; and

(ii) **Recordation.** Concurrently therewith the Party or record owner of the fee interest of the burdened Parcel giving notice records, in the Office of the Recorder of the County of Cascade, such notice of abandonment, together with a certificate verifying that such notice has been served on the Parties (if this Agreement is still in effect as to such Parties' Parcels), the then record owner of the Parcel benefited by such easement and the then record owner, if any, of the

leasehold interest in such benefited Parcel as provided in Section 2.4(b)(i) above;
and

(iii) **Response.** Any Party or any record owner of the fee of the benefited Parcel or any record owner of a leasehold interest in such Parcel, within ninety (90) days after receipt of the notice referred to in Section 2.4(b)(i) above, fails to serve by mail, in the manner provided in Section 2.4(b)(i) above, upon the Party or then record owner of the Parcel burdened by such easement at the address set forth for such Party or record owner in its notice under clause (B) of Section 2.4(b)(i) above, and concurrently therewith record in the Office of the Recorder of the County of Cascade an affidavit which (A) identifies the name and address of the Person giving the affidavit and the basis upon which such Person claims to have the requisite record interest in the benefited Parcel; (B) states the use of the easement which has been made within such two (2) year period which forms the basis of the claim of non-abandonment, or that the Person or Party intends to use the easement within 6 months from the date of the Notice (and in the case of intent to use, actually does use the easement within such 6 month period); (C) identifies Parties (if this Agreement is still in effect as to such Parties' Parcel) and the record owners of the fee of the burdened and benefited Parcels; and (D) describes both the Parcel benefited and the Parcel burdened by the easement. Failure of any Person having the requisite record interest in the Parcel benefited by the abandoned easement to serve and record the affidavit called for by Section 2.4(b)(iii) within the ninety (90) day period therein specified shall create a conclusive presumption, binding upon all Persons owning any interest in either the Parcel benefited or the Parcel burdened by the easement, that such easement is abandoned and terminated. Any Person at any time acquiring an interest in any Parcel more than 90 days after the notice referred to in Section 2.4(b)(i) above has been served by mail and placed of record in accordance with Section 2.4(b)(ii) above shall be entitled to rely absolutely on such failure as conclusive evidence that such easement has been abandoned and terminated. All notices under this Section 2.4(b) shall be served in the manner specified in Section 18.9(a), subject to address changes made in accordance therewith which are then in effect as to any Party, regardless of whether this Agreement is then in effect.

2.5 **Relocation of Utility Easements.**

(a) **Relocation Right.** At any time, Mall Parcel Owner shall have the right to relocate any of the easements created under Sections 2.2(c) and 2.3(c) that are either (a) located on and burden the Mall Parcel and benefit another Parcel or (b) are located on and burden another Parcel but benefit the Mall Parcel, provided that such relocation is performed only after thirty (30) days written notice of Mall Parcel Owner's intention to relocate given to the Party with respect to the benefited or burdened Parcel, as applicable,

and such relocation in Mall Parcel Owner's reasonable determination: (i) will not interfere with or diminish the enjoyment of the easement by the other Party occupying the benefited or burdened Parcel, as applicable; (ii) will not reduce or impair the usefulness or function of any of such easement, (iii) is made to a location or locations reasonably approved by the Party with respect to the Parcel burdened by such easement, and (iv) will not impair or impede the traffic flow through any entrance to the Shopping Center. Notwithstanding any such relocation, the maintenance and operation of any easement so relocated shall continue to be the obligation of the Party with respect to the Parcel benefited by such easement.

(b) **Execution of Documentation.** At the request of either the grantor Party or the grantee Party, such Parties shall execute and acknowledge such documents or instruments (in recordable form) as may be reasonably necessary or appropriate to extinguish of record the prior location of the easement relocated under this Section 2.5 and to establish of record the new location of such easement hereunder.

2.6 **Maintenance of Utility Facilities.** Subject to the provisions of Section 2.5, all utility facilities for the service of the Common Area shall be installed, maintained, repaired and removed by Mall Parcel Owner as part of the Common Area operation and maintenance under Section 5.1. All utility facilities within any Building Areas or that service the Building Area of a Party shall be installed, maintained, repaired and removed at Mall Parcel Owner's election by either the Party owning such Building Area or by Mall Parcel Owner at the owning Party's expense.

2.7 **Pylon Sign Easement.** The owner of Parcel A-1B hereby grants to Mall Parcel Owner the exclusive easement over, across, in, under and through Parcel A-1B appurtenant to and for the benefit of Mall Parcel Owner for the purpose of installing, maintaining, repairing and replacing the pylon sign located on Parcel A-1B. Notwithstanding anything to the contrary, Mall Parcel Owner shall be the sole party with any rights to such pylon sign, and not other Party shall have any rights to install, maintain, repair or replace such pylon sign or any rights to have a panel on such sign without Mall Parcel Owner's written consent. No Party shall install any new free-standing or pylon sign on its Parcel without Mall Parcel Owner's prior written consent.

2.8 **Loading Dock Easement.** The owner of Parcel A-1A and Parcel A-1B each hereby grants to the other and to Mall Parcel Owner the exclusive easement over, across, in, under and through Parcel A-1A and Parcel A-1B appurtenant to and for the benefit of the owners of Parcel A-1A and Parcel A-1B and Mall Parcel Owner for the limited purpose of accessing and using the loading and delivery dock and ramp currently used by the tenants and occupants located on Parcel A-1A, Parcel A-1B and the Mall Parcel.

3. **Covenants Regarding Shopping Center Use and Operation.**

3.1 **Uses.** Ancillary Parcel Owner covenants and agrees that no part of the Ancillary

Parcels shall be used, and no Building or other improvement shall be constructed, maintained or used on the Ancillary Parcels, except (a) for retail, office and commercial service uses compatible with a first-class enclosed mall regional shopping center as reasonably determined by Mall Parcel Owner and (b) in compliance with the use restrictions and other terms of the Shopping Center REA.

3.2 **Building Area Limit Lines.** Buildings (including entryways and appurtenant delivery areas) shall only be placed or constructed within the Building Area limit lines on each Parcel as shown on the Plat.

3.3 **Building Upkeep and Maintenance.** Unless otherwise determined by Mall Parcel Owner, each Parcel owner, without cost or expense to the other Parcel owners, shall provide for appropriate upkeep and maintenance for the exterior of the buildings and improvements in the Building Areas on its Parcel (including, without limitation, the physical structure, façade, roof, windows, doors, awnings, overhangs, building fixtures, attached signage, truck loading or delivery docks or areas, ramps and wells) so as to ensure that the Shopping Center, and each part thereof, is maintained in a first-class manner and retains at all times the appearance of a first-class shopping center, as determined by Mall Parcel Owner. Such upkeep and maintenance shall also include the prompt removal of graffiti or other defacement from building exterior surfaces.

3.4 **Prohibited Operations and Nuisances.**

(a) **Non-Interference With Common Area.** To prevent interference with the easements granted to the respective Parties under Article 2 or with the proper operation and appearance of the Shopping Center, no merchandise and/or service shall be displayed, sold, leased, stored, advertised or offered for sale or lease by any Ancillary Parcel Owner outside the physical limits of Building Areas. Notwithstanding anything to the contrary in this Agreement, Mall Parcel Owner will have the right to place kiosks, retail merchandising units and pushcarts in the Enclosed Mall.

(b) **Limitation on Detrimental Characteristics.** No use or operation will be made, conducted or permitted on any part of the Ancillary Parcels, which use or operation is clearly objectionable to the development or operation of the Shopping Center as a first class regional shopping center containing an enclosed air conditioned mall without the prior written consent of the owned the Mall Parcel, which consent may be withheld by such Mall Parcel Owner in its sole and absolute discretion. Included among the uses or operations which are objectionable are the following uses or operations, or any uses or operations which produce or are accompanied by the following characteristics, which list is not intended to be all-inclusive.

(i) Any noise, litter, dust, dirt, odor or other activity which constitutes a public or private nuisance;

(ii) Any unusual fire, explosive or other damaging or dangerous hazards (including the storage, display or sale of explosives or fireworks);

(iii) Any warehouse operation (but any area for the storage by an Occupant of goods intended to be sold at its retail establishment in the Shopping Center shall not be deemed to be a warehouse), or any assembling, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;

(iv) Any trailer court, mobile home park, lot for sale of new or used motor vehicles, labor camp, junk yard, stock yard or animal raising;

(v) Any dumping, disposal, incineration or reduction of garbage or refuse other than handling or reducing such waste if produced on the premises from authorized uses and, in such latter event, only if handled in a reasonably clean and sanitary manner and in accordance with applicable law;

(vi) Any commercial laundry or dry cleaning plant, laundromat, veterinary hospital, car washing establishment, bowling alley, mortuary or similar service;

(vii) Any automobile body and fender repair work; or

(viii) Any residential living quarters;

(ix) Any game arcade or amusement center if located within 100 feet of the Herberger's Building (as defined in the Shopping Center REA);

(x) Any automobile, boat, truck or trailer display or repair shops, except for tire, batteries and automobile accessories shops and other nationally operated automobile service centers; or

(xi) Any lounge, pool hall, dance hall, auditorium, massage parlor, adult book store, flea market, "head" shop or other shop selling drug-use paraphernalia, bingo parlor, consignment store, auction house, gasoline or service station or roller rink.

(c) **Contest of Laws.** Each Party, without cost or expense to the other Party shall promptly comply or cause compliance with all laws, ordinances, rules and regulations of any governmental authority having jurisdiction which may at any time be applicable to the buildings and improvements contained within the Building Area on its Parcel; provided, however, that each Party shall have the right to contest, by appropriate legal or administrative proceedings, the validity or application of any such law, ordinance, rule or regulation and may delay compliance until a final decision has been

rendered in such proceedings and appeal is no longer possible, unless such delay would render the Shopping Center, or any portion thereof, liable to forfeiture, involuntary sale or loss, or result in involuntary closing of any business conducted thereon, or subject any other Party or Occupant to civil or criminal liability, in which case the affected Party shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security or complying with such law, ordinance, rule or regulation. If compliance with any such law, ordinance, rule or regulation would prevent the Party to whose Parcel such law applies from performing any of its obligations under this Agreement, and such Party does not contest the applicability or validity of such law, ordinance, rule or regulation, any other Party may contest the same in accordance with the procedures and subject to the limitations hereinabove set forth, and during the pendency of such contest, the Party whose Parcel is affected shall delay compliance in accordance with the provisions contained hereinabove. Each non-contesting Party shall cooperate to the fullest extent necessary with any contesting Party in any proceeding undertaken pursuant to this Section 3.4(c), including execution of necessary documents or consents to such contest, provided that all costs and expenses incurred with respect to such cooperation shall be paid by the contesting Party and provided, further, that a Party or its Parcel shall not thereby incur any civil or criminal liability. Notwithstanding anything to the contrary herein contained, this Section 3.4(c) shall not apply to any tax contest or Appropriation which is subject to Articles 6 or 10 .

3.5 **Rules and Regulations: Employee Parking and Deliveries.** The Mall Parcel Owner may from time to time, promulgate and impose rules and regulations upon Occupants of the Ancillary Parcels pertaining to the use of Building Areas and Common Area by Occupants and Users, and establishing employee parking regulations and regulations with respect to delivery, service and Shopping Center use related vehicles, times of delivery and places of delivery. Mall Parcel Owner may from time to time, prescribe certain sections within the Parking Area for use as parking space by certain Occupants of the Shopping Center and the employees, tenants, agents, contractors, licensees and concessionaires of such Occupants. Each Party shall require its Occupants and the employees, agents, contractors, licensees and concessionaires of such Party and of such Occupant to use only such sections as are so prescribed for parking.

3.6 **Parking Area Levies.** No Ancillary Parcel Owner nor any Occupant of an Ancillary Parcel shall impose or attempt to impose any charge, service fee or exact any other consideration in exchange for the right of a User to enter or depart from or park a motor vehicle in the Shopping Center or Parking Area in connection with use of the Common Area for purposes contemplated herein, unless such charges are lawfully ordered by appropriate governmental authority having jurisdiction over the Shopping Center.

3.7 **No Walls, Fences or Barriers.** Subject to the provisions contained in Article 4 concerning construction activities, and except as shown on the Plat or existing as of the date of this Agreement, no walls, fences or barriers of any sort or kind shall be constructed or erected or permitted to be constructed or erected in the Common Area by an Ancillary Parcel Owner, or

any portion thereof, without the prior written consent of the Mall Parcel Owner.

3.8 **Signs.** No Party shall place or allow or cause to be placed any signs of any type (i) upon the roof of any building or improvement in the Shopping Center, or (ii) which protrude or extend above the roofline of any such building or improvement, except as otherwise shown on the Plat. Notwithstanding anything to the contrary in this Agreement, no Party may install, alter or modify any external signage without Mall Parcel Owner's prior written consent.

3.9 **Lighting.** Subject to the terms and conditions of the Shopping Center REA (to the extent such Shopping Center REA applies to the Parties) and Section 5.2 below, Mall Parcel Owner shall control all lighting for the Common Area. If "special" lighting (other than lighting necessary for Shopping Center security) is required or if regular lighting is required for a time later than provided by any Party or Occupant of the Shopping Center, then the electricity and all expenses thereof to service such lighting requirements shall be paid by such Party or Occupant who requires the special service. If such electricity is not separately metered, then the cost of such special lighting shall be determined by Mall Parcel Owner on a prorated basis in accordance with the special usage or other reasonable basis and all such pro-rated or reasonable determine expenses shall be paid by such Party or Occupant which requires the special service.

3.10 **Parcel A-1B.** The owner of Parcel A-1B covenants that no part of Parcel A-1B shall violate Section 3.11 of the Shopping Center REA.

4. **General Construction Requirements.**

4.1 **Construction and Installation of Shopping Center Improvements Generally.**

(a) **Construction Work Generally.** All construction, additions, alterations and/or repair work undertaken by any Ancillary Parcel Owner upon any Parcel pursuant to any easement granted herein, or permitted by any other provision of this Agreement, shall be accomplished in the most diligent manner which is commercially reasonable and shall be subject to Mall Parcel Owner's prior written consent. Not in limitation of the foregoing, such Mall Parcel Owner's prior written consent shall be required for all alterations, repairs, or other work performed by an Ancillary Parcel Owner that modifies structural or non-structural components of buildings or structures, including the exterior appearance thereof, and all such construction, additions, alterations and/or repair work must be substantially similar, in Mall Parcel Owner's discretion, in design, character, quality and architectural treatment (including the appearance of construction material used) to the basic structure of which it will form a part and the remainder of the Shopping Center and not adversely affect the orderly flow of pedestrian and vehicular traffic in the Shopping Center or render any Parcel less accessible to such traffic. The Party undertaking such work shall minimize any disruption or inconvenience caused by such work to the other Occupants or Users of the affected Parcel and shall provide for the safety and convenience of all Occupants and Users. Such work shall be accomplished by

the Party undertaking it in such manner as to prevent any damage and minimize any adverse affects which might be caused by such work to any other Party, any Parcel or the Occupants and Users thereof, and cause as little disruption of and interference with use of the Common Area and other Buildings as reasonably possible as reasonably determined by Mall Parcel Owner. Dust, noise and other effects of such work shall be controlled by the Party undertaking the work using commercially reasonable methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area. The Party undertaking such work shall repair, at its own cost and expense, any and all damage caused by such work and shall restore the affected portion of the Parcel upon which such work is performed to a condition equal to or better than the condition existing prior to beginning such work. In addition, except as otherwise set forth in Article 2 and the remainder of this Agreement, the Party undertaking such work shall pay all costs and expenses associated therewith and shall indemnify the other Party from all Claims attributable to the performance of such work. All such work pursuant to any easement granted herein shall be undertaken only after receiving Mall Parcel Owner prior written consent to the work to be undertaken, the scope, nature and extent of the work, the duration of the work, and the area in which the work is to be performed.

(b) **Utility Connections.** Any work performed by or on behalf of a Party to connect to, repair, relocate, maintain or install any storm drain, sanitary sewer, water line, fire service line, gas line, telephone conduit or any other public utility service shall be performed without interference with the provision of such services to the Common Area and the other Parties and the Occupants of their Parcels, unless such interference is made unavoidable by emergency repairs or as a result of a casualty, in which event the Party performing the work shall use good faith efforts to give prior notice to the other Party of such interference, or if prior notice is not possible, to give such notice as soon as possible after the occurrence of the event giving rise to such interference and otherwise use due diligence to take all measures available to prevent interference with such services or the disruption of the orderly conduct of the business of the other Parties, and any Occupants of their Parcels. Any work of installation, alteration, replacement or repair of utility installations shall be undertaken with particular care so as to minimize the impact upon traffic circulation within the Common Area and access of all Users to the various business establishments in the Shopping Center.

(c) **Compliance with Laws.** All construction work undertaken by any Party shall comply with the requirements of all applicable governmental authorities, public bodies and other entities (such as public utilities) having jurisdiction, and all applicable laws, ordinances, rules and regulations of such authorities, including, without limitation, zoning laws and building codes. Each Party shall also secure all licenses and permits from governmental agencies, public bodies and other entities (such as public utilities) necessary for any construction undertaken by it, and if requested by Mall Parcel Owner, provide copies of such licenses and permits to Mall Parcel Owner.

(d) **Timing Restriction On Construction.** No construction activity, including storage of construction equipment or materials, shall be conducted or permitted in the Common Area during the period from October 1 through December 31 of any calendar year without the prior written consent of the Mall Parcel Owner, unless (i) such construction activity is conducted within an enclosed area without material obstruction of any part of the Parking Area, driveways, walkways, corridors, Enclosed Mall or accesses or (ii) such construction activity is required in connection with emergency repairs or as a result of a casualty.

(e) **Emergency Work.** Notwithstanding any other notice provision contained in this Section 4.1, in the event of emergency conditions, any Party may undertake the necessary construction work to remedy the emergency condition, provided that the Party undertaking such work does so in good faith, gives notice thereof to the other Parties upon the occurrence of the emergency condition or as soon thereafter as possible, and otherwise conforms to the applicable conditions of this Section 4.1.

(f) **Fencing Off Construction.** Unless waived by Mall Parcel Owner, each Party, at its own cost and expense, shall fence off or cause to be fenced off, in locations determined by Mall Parcel Owner, any development, construction, repair, alteration or remodeling work performed by or under the Party on any Parcel, if fencing is necessary or appropriate to insure the safety of Users of the Common Area or in order to prevent interference with the operation of a Party's business or such Party's rights of use in the Common Area under this Agreement. Fencing shall be of such height and of a construction sufficient to protect existing facilities in the Shopping Center from dust, debris and other inconveniences occasioned by such work, and to protect Users from safety hazards resulting from such work and shall be constructed of materials in keeping with the character of existing Shopping Center facilities.

(g) **Common Area Encroachments.** In connection with work of construction performed within Building Areas, incidental encroachment upon Common Area may occur as a result of the use of ladders, scaffolding, store front barricades and similar facilities resulting in temporary obstruction of portions of the Common Area, all of which are permitted hereunder so long as (i) their use is kept within reasonable requirements of permitted construction work expeditiously pursued, and (ii) they do not unduly interfere with the use and enjoyment of the easements granted under Article 2 above, or access, ingress and egress to and from the Building Areas and the Common Area and adjoining public streets, or the circulation of vehicles or pedestrians within the Common Area or between Building Areas and the Common Area or adjoining public streets.

(h) **Use of Common Area.** Common Area may be used (i) for ingress and egress of vehicles transporting construction materials and equipment and Persons employed in connection with any work provided for herein, and (ii) staging areas for

temporary storage of materials and vehicles being used in connection with such construction, subject to all of the other terms of this Agreement. The location for ingress and egress and staging areas under the foregoing clauses (i) and (ii) shall be subject to approval of Mall Parcel Owner prior to commencement of construction.

4.2 **Indemnification By Parties.** Each Party (the "Indemnifying Party") shall Indemnify the other Party (the "Indemnified Party") from any and all Claims arising by reason of injury to or death of persons, damage to property of Persons or liens for work or labor performed, materials or supplies furnished, arising out of or in connection with us by the Indemnifying Party of the easements granted hereunder or otherwise supplied or obtained for the benefit of such Party's Parcel, the exercise by Indemnifying Party of the rights granted to it in this Agreement, or the performance by the Indemnifying Party of its obligations under this Agreement. The Indemnifying Party may contest any lien or claim of lien asserted against the Indemnified Party, or the Parcel affected by the Indemnifying Party's use of any of the easements or rights granted hereunder, or the exercise by the Indemnifying Party of the rights granted to it in this Agreement; provided, however, that the Indemnifying Party shall pay and fully discharge any such claim of lien within five (5) days after entry of final judgment adverse to the Indemnifying Party in any action to enforce or foreclose the same. For purposes of this Section 4.2, a judgment shall be deemed final when it can be enforced by execution or judicial sale, and no such judgment shall be considered final for the purposes hereof during the pendency of a stay of execution in connection with an appeal. If an Indemnifying Party contests a claim of lien, then upon the written request of the Indemnified Party, the Indemnifying Party shall promptly take one or more of the following actions as shall be required to induce a title insurance company insuring the Indemnified Party's Parcel chosen by the Indemnified Party to issue its policy of title insurance not showing the lien claim as an exception to title to the affected Parcel: record a bond of a responsible corporate surety of such kind and in such amount as may be required to release the lien from the affected Parcel, (ii) post security in the amount of the Claim, plus estimated costs and interests, or (iii) provide such indemnities as such title insurance company may require. Notwithstanding the preceding sentence, the Indemnifying Party shall not be required to take any of the actions described in the preceding sentence if the Indemnifying Party's net worth at the time of the request exceeds \$200,000,000 and the other Party is not then attempting to sell or finance its interest in the Parcel encumbered by such lien.

5. **Common Area Maintenance and Operation.**

5.1 **Operation and Maintenance of Common Area (Other than Enclosed Mall).** Subject to Section 5.2 and in accordance with this Article 5, and except with respect to the Enclosed Mall, Mall Parcel Owner shall operate and maintain (and no other Party shall be permitted to operate and maintain without Mall Parcel Owner's prior written consent) the Common Area located in the Shopping Center, including, without limitation, any paved areas, Parking Area, directional signs, markers and lines, lighting facilities, landscaped areas (including irrigation systems and planters), utility lines, systems and services, public restrooms, and sidewalks. Notwithstanding the foregoing, unless otherwise determined by Mall Parcel

Owner, each Party shall install, operate and properly maintain, or cause to be so installed, operated and maintained, on its Parcel, without cost or expense to the other Party and so as not to be visible to the general public shopping at the Shopping Center, sufficient trash compactors, bailers and enclosed trash bins, for use in connection with storage of all trash, refuse and waste materials of the Occupants of such Party's Parcel, and each Party shall take, or cause to be taken, all necessary measures to keep the Parcels free from all debris and rubbish caused by or emanating from such facilities. Mall Parcel Owner shall have the right to regulate traffic at entrances and exits to the Shopping Center as conditions reasonably require in order to maintain orderly and proper traffic flow and ingress and egress to the Shopping Center and provide security and other personnel that Mall Parcel Owner determines are necessary.

5.2 **Cost of Operation and Maintenance of Common Area.** Except as may be set forth in any separate agreement(s) entered into or to be entered into between Mall Parcel Owner and any other Parties, each Party shall pay Mall Parcel Owner in connection with Mall Parcel Owner's Operating Costs, the greater of (a) a reasonable fixed dollar amount per square foot per annum determined by Mall Parcel Owner at the time any Parcel is conveyed, which amount may be increased each calendar year by five percent (5%) over the amount charged to such Party during the previous calendar year, (b) such Party's Proportionate Share of Operating Costs paid or incurred by Mall Parcel Owner or others on Mall Parcel Owner's behalf, or (c) an amount equal to the Operating Costs or other common area maintenance costs each Party is entitled to collect from its tenants or other occupants under leases, licenses or other arrangements.

6. **Real and Personal Property Taxes.**

6.1 **Payment of Property Taxes.** Except as may be set forth in any separate agreement(s) entered into or to be entered into between Mall Parcel Owner and any other Parties, each Party shall pay, or cause to be paid, to Mall Parcel Owner, at least thirty (30) days before being due to the applicable taxing authority, the greater of (a) all Taxes which may be levied or assessed against such Party's Parcel, (b) such Party's Proportionate Share of Taxes, or (c) an amount equal to the Taxes each Party is entitled to collect from its tenants or other occupants under leases, licenses or other arrangements. Notwithstanding the foregoing, Mall Parcel Owner may elect from time-to-time for each Party to pay all or any portions of such amounts directly to the applicable taxing authorities. Additionally, and notwithstanding anything to the contrary, Mall Parcel Owner may from time-to-time determine and require a different equitable or reasonable calculation, allocation, system, standards or procedures to govern the amount of Taxes each Party shall be responsible to pay.

6.2 **Contest of Property Taxes.** Each Party and Mall Parcel Owner shall have the right to contest in good faith any real property tax or other special tax or assessment levied upon its respective Parcel or any building or improvement thereon. Any such contested tax or assessment shall be paid, however, prior to the time when the affected portion of the Shopping Center can be subjected to sale under any applicable law pursuant to a proceeding which may

result in impairment of the rights created hereunder or termination of any provision hereof as applied to any Parcel. Any Party who is not a party to such contest shall execute such documents as may be reasonably necessary to establish or evidence the contesting Party's right to contest any such tax, assessment or charge. The Party making such contest shall indemnify the other Party against any loss, cost, damage, injury or expense arising out of or relating to the conduct of such contest, but no Party shall be charged with responsibility as a result of any such contest for any increased taxes allegedly resulting therefrom or as a result thereof.

7. **Parking Ratio.** No Party shall take any action without Mall Parcel Owner's prior written consent that reduces the Parking Ratio required below the ratio of parking spaces per Floor Area required under the Shopping Center REA.

8. **Indemnification; Insurance; Damage and Destruction.**

8.1 **Common Area Indemnity.** Each Ancillary Parcel Owner covenants to Indemnify Mall Parcel Owner from and against any and all Claims incurred in connection with, arising from, or as a result of the bodily or personal injury or death or property damage to any Person, as shall occur in or about the Common Area located on such Ancillary Parcel Owner's parcel or arising as a result of such owner's gross negligence or willful acts.

8.2 **Indemnification As to Each Parcel.** Each Ancillary Parcel Owner shall Indemnify Mall Parcel Owner from and against any and all Claims as shall occur on its Ancillary Parcel.

8.3 **Parties' Liability Insurance.** Each Ancillary Parcel Owner shall, during the term of the Agreement, severally maintain in full force and effect comprehensive commercial general liability insurance, including but not limited to, comprehensive property damage insurance and contractual liability insurance for Ancillary Parcel Owner's obligations to Indemnify set forth in Section 8.2, providing coverage for any Claim on its Ancillary Parcel (exclusive of Common Areas) with a combined single limit of at least Five Million Dollars (\$5,000,000.00) per occurrence or such other amount as Mall Parcel Owner may from time to time require including bodily injury or death. The insurance policy shall be on Service Office, Inc. (ISO) form CG 0001 0196 or an equivalent occurrence basis commercial general liability insurance policy form that is reasonably satisfactory to Landlord.

8.4 **Parties' Casualty Insurance.** Each Ancillary Parcel Owner agrees to carry, or cause to be carried, builder's risk during any construction and thereafter fire and extended coverage insurance in an amount which shall avoid the coinsurance provisions of any policy and shall be at least equal to ninety percent (90%) of the replacement cost (exclusive of the cost of excavation, foundations and footings) of the improvements on its Ancillary Parcel, without deduction for depreciation for the improvements being insured, insuring against "all risks of physical loss or damage" (except loss or damage by war or nuclear incident), and specifically against at least the following perils: loss or damage by acts of God, earthquake, subsidence,

flood, fire, windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, vehicles, smoke damage and sprinkler leakage as well as boiler and machinery perils for the full replacement value covering all of Ancillary Parcel Owner's goods and merchandise, trade fixtures, furniture, signs, decorations, furnishings, wall covering, floor covering, draperies, equipment, and all other items and personal property of Ancillary Parcel Owner located on or within its Ancillary Parcel. Each Ancillary Parcel Owner shall furnish to Mall Parcel Owner, prior to the effective date of any such policy, evidence that the insurance required by this Section 8.4 is in force and effect. Replacement value is understood to mean the cost to replace without deduction for depreciation.

8.5 **General Obligations on Rebuilding.** Whenever an Ancillary Parcel Owner rebuilds, replaces or repairs any Building Area or other improvement damaged or destroyed from any cause whatsoever, the work of such rebuilding, replacement or repair shall be commenced and prosecuted to completion with all due diligence and as soon as reasonably possible after the event of damage or destruction occurs but in no event more than twenty-four (24) months after the damage occurred. The work of rebuilding, replacement or repair shall be undertaken by the affected Ancillary Parcel Owner in accordance with all the terms of this Agreement.

8.6 **Obligations When Party Does Not Rebuild.** In the event of any damage or destruction to any Building Area or improvements located on any Ancillary Parcel, which an Ancillary Parcel Owner is not obligated to and does not repair hereunder, then the affected Ancillary Parcel Owner shall either (a) restore the exterior of its Building to a safe and presentable condition or (b) raze and demolish such Building Area or improvement (or such part thereof that has been damaged or destroyed), clear the affected area of all debris.

8.7 **Additional Insurance.** Each Ancillary Parcel Owner agrees to carry during the entire term of this Agreement Worker's Compensation Insurance, Employer's Liability Insurance, and, if each such Ancillary Parcel Owner uses vehicles, owned and non-owned, in any way to carry out business on or about the Shopping Center, each Ancillary Parcel Owner shall maintain Motor Vehicle Liability Insurance. Each Ancillary Parcel Owner shall carry Employer's Liability Insurance which shall be for limits of not less than \$500,000 for Bodily Injury per each accident and each disease, per employee, and a total combined limit for Bodily Injury in amounts not less than \$500,000 per accident and \$500,000 per disease. The Motor Vehicle Liability Insurance shall be for limits of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage. Each Ancillary Parcel Owner shall be responsible for the maintenance of the plate glass in or on its Ancillary Parcel and shall carry at its expense Plate Glass Insurance with a deductible of not more than \$250.

8.8 **Blanket Coverage.** Any policy required to be maintained hereunder by a Party may be maintained under a so-called "blanket policy" insuring other Persons and other locations, so long as the amount of insurance required to be provided hereunder is not thereby diminished.

8.9 **Other Insurance Requirements.** Any policy of insurance required to be carried

under this Article 8 by an Ancillary Parcel Owner shall provide that such policy may not be cancelled or modified without at least thirty (30) days prior written notice to Mall Parcel Owner and shall be carried with an insurance company or companies having an A.M. Best's Key Rating Guide rating of A-VII or better or such other comparable publication if Best's is no longer published and qualified to insure property in Montana. Each Ancillary Parcel Owner shall furnish to Mall Parcel Owner on or before the effective date of any policy of insurance required to be carried under this Article 8, a certificate thereof stating that such insurance is in full force and effect, that the premiums therefor have been paid, that Mall Parcel Owner (and any other Person required to be so named by Mall Parcel Owner) have been designated as named or additional insureds where required, evidencing that the policy contains the required waivers of subrogation and that such insurance may not be cancelled or modified without at least thirty (30) days prior written notice to Mall Parcel Owner by registered mail by the insurance company prior to cancellation, termination or change in insurance. Whenever, in Mall Parcel Owner's reasonable judgment, good business practice or change in conditions indicate a need for additional or different types of insurance, each Ancillary Parcel Owner shall upon request obtain the insurance at its own expense. Each Ancillary Parcel Owner shall provide Mall Parcel Owner with copies of the insurance policies or certificates evidencing that the insurance is in full force and effect and indicating the terms of the insurance.

8.10 **Mutual Release: Waiver of Subrogation.** Each Ancillary Parcel Owner for itself, and on behalf of its insurer, hereby releases and waives any right to recover against the Mall Parcel Owner from any liability for any loss or damage to buildings or other improvements in the Shopping Center, or the contents thereof, and any other direct or indirect loss or damage caused by fire or other risks, which loss or damage is covered by insurance by such Ancillary Parcel Owner, irrespective of any negligence on the part of Mall Parcel Owner which may have contributed to such loss or damage. All casualty coverage insurance carried by Ancillary Parcel Owner shall provide for waiver of subrogation against Mall Parcel Owner and its affiliates. Evidence of the existence of the waiver shall be furnished by Ancillary Parcel Owner to Mall Parcel Owner on request.

9. **Options to Purchase and Right of First Refusal.**

9.1 If any Ancillary Parcel ceases operating its Parcel under its current use on the Effective Date for a continuous period in excess of twelve (12) months ("**Use Requirements**"), Mall Parcel Owner shall have the right ("**Mall Parcel Owner's Purchase Option**"), but not the obligation, to purchase the Ancillary Parcel, including the improvements located thereon, as well as any and all other rights appurtenant thereto (collectively, the "**Ancillary Parcel Fee Interest**"). If Mall Parcel Owner's Purchase Option is exercised, the purchase price to be paid by Mall Parcel Owner will equal the "**Fair Market Value**" (as hereinafter defined) of the Ancillary Parcel Fee Interest. After the Ancillary Parcel Owner fails to cause its Ancillary Parcel to comply with the "Use Requirements", Mall Parcel Owner giving the Ancillary Parcel Owner written notice of its intent to exercise Mall Parcel Owner's Purchase Option ("**Intent to Purchase Notice**") and purchase the Ancillary Parcel Fee Interest. Thereafter,

Mall Parcel Owner will provide the Ancillary Parcel Owner with written notice proposing the Fair Market Value of the Ancillary Parcel (unless such identification was included in the Intent to Purchase Notice). If Ancillary Parcel Owner agrees with such amount, it shall be the Fair Market Value. If, however, within ten (10) days thereafter (time being of the essence) the Ancillary Parcel Owner notifies Mall Parcel Owner that it disagrees with Mall Parcel Owner's fair market value determination, Mall Parcel Owner shall appoint an appraiser at Ancillary Parcel Owner's expense who shall appraise the Ancillary Parcel Fee Interest and deliver its written appraisal to Mall Parcel Owner and Ancillary Parcel Owner, which appraisal shall be the Fair Market Value. Within thirty (30) days after the determination of the Fair Market Value, Mall Parcel Owner shall have the right, but not the obligation, to purchase the Ancillary Parcel Fee Interest for the Fair Market Value by providing written notice to Ancillary Parcel Owner of its election to purchase and specifying in such notice a date for the closing of the transaction for the purchase by Mall Parcel Owner of the Ancillary Parcel Fee Interest. Mall Parcel Owner's obligation to close on the Ancillary Parcel shall be contingent on Mall Parcel Owner's satisfactory (in Mall Parcel Owner's discretion) performance of due diligence, securing equity and debt financing and receipt of an owner's policy of title insurance insuring fee simple title to the Ancillary Parcel in form and substance acceptable to Mall Parcel Owner.

9.2 The Parties hereto that are also parties to the Shopping Center REA acknowledge and agree that the rights granted to the Developer (as defined in the Shopping Center REA) in Article 9 of the Shopping Center REA shall inure to the benefit of and may be exercised solely by Mall Parcel Owner and not the other Parties to this Agreement.

9.3 Reference is hereby made to that certain Reciprocal Easement Agreement between Voegel's Inc., a Montana corporation, and Macerich, dated September 24, 1998 and recorded September 25, 1998 on Reel 311, Document 1349, records of Cascade County, Montana, as amended by that certain Amendment to Reciprocal Easement Agreement, dated March 12, 1999 and recorded March 12, 1999, on Reel 318, Document 1084, records of Cascade County, Montana (collectively, the "Lot 20 REA"). Certain of the Parties to this Agreement are successors-in-interest to the Center Owner (as defined in the Lot 20 REA), and the Parties hereto that are such successors-in-interest to the Center Owner under the Lot 20 REA acknowledge and agree that the rights granted to the Center Owner in Section 4.1 of the Lot 20 REA shall inure to the benefit of and may be exercised solely by Mall Parcel Owner and not the other Parties to this Agreement.

9.4 In the event that any Ancillary Parcel Owner desires to sell its Parcel, then such Parcel shall first be offered for sale to Mall Parcel Owner at the same price and on the same terms at which such owner selling the Ancillary Parcel has received an offer and is willing to accept for the Ancillary Parcel. The Ancillary Parcel Owner desiring to sell such Ancillary Parcel shall give Mall Parcel written notice of the Ancillary Parcel Owner's desire to sell such Ancillary Parcel and shall further advise Mall Parcel in said notice of the price and terms the owner selling the Ancillary Parcel has received in an offer (along with the name of the party

making the offer) and is willing to accept for the Ancillary Parcel. Mall Parcel Owner shall have a period of thirty (30) days after receipt of said written notice within which to give notice to the owner of the Ancillary Parcel of Mall Parcel Owner's intention to exercise its option to purchase the Ancillary Parcel at the same price and on the same terms as disclosed in the notice received by Mall Parcel Owner. Should Mall Parcel Owner fail or refuse within said thirty (30) day period to notify the owner as aforesaid of its intention to exercise its option to purchase said unit at the offered price and terms, then the owner of the Ancillary Parcel shall have the right to sell said Ancillary Parcel to the person, firm or corporation or other entity making said bona fide offer whose identity was revealed to Mall Parcel Owner in said written notice on the terms contained in such notice; provided, however, that any such sale of any Ancillary Parcel by its owner to the person, firm or corporation making such offer shall be subject to all restrictions, limitations, and provisions of this Agreement.

10. **Appropriation.**

10.1 **Distribution of Award.** Any award of compensation or damages payable on account of an Appropriation of any Parcel, or a portion thereof, whether the same be obtained by agreement or by judgment, verdict or order in a legal proceeding resulting from an Appropriation of any Parcel, or any portion thereof, shall be distributed in accordance with the terms of the agreement, or judgment, verdict, or order made in the proceedings. In the event of any sale of any Parcel or any portion thereof under threat of Appropriation, such Parcel, or portion thereof, shall for all purposes be deemed to have been subject to an Appropriation, and the net amount of the price received therefor after deduction of the expenses of the sale shall be deemed to constitute an "award" as that term is used herein.

10.2 **Effect of Appropriation.** If an Appropriation results in a taking or more than ten percent (10%) of the parking spaces located within the Parking Area within four hundred feet (400') of the Building of a Party or results in a reduction of the Parking Ratio below the level required to be maintained under Article 7 and the Party for the affected Parcel is unable without unreasonable cost to provide substitute parking reasonably satisfactory to the other Party within 6 months thereafter, the Parties shall cooperate in attempting to provide additional parking spaces to achieve such ratio, but neither Party shall have any obligation to spend any funds to do so beyond any net condemnation award received by it.

10.3 **Interests Affected.** Nothing contained in this Article 10 shall entitle any Party to share in any award made to any other Party; provided, however, that a Party may claim and collect consequential damages, if any, to its own Parcel resulting from the taking of any of its easements in the other Party's Parcel or damages to its own Parcel resulting from the withdrawal from the Shopping Center of the Appropriated portion of the Shopping Center; provided further, however, that in no event shall such claim reduce the award of the Party or Parties whose Parcel was condemned. In the event of the Appropriation of any Parcel, or portion thereof, this Agreement and the terms, covenants, conditions, easements and restrictions herein contained shall terminate only with respect to the portion of such Parcel so taken upon the taking of

possession thereof under such Appropriation.

11. **Rights Upon Default.**

11.1 **Right to Cure.** If an Ancillary Parcel Owner defaults in the performance of any of the obligations of this Agreement, and such defaulting owner fails to cure such default within thirty (30) days after written notice given by Mall Parcel Owner, unless such default cannot reasonably be cured within such thirty (30) day period, in which event such defaulting owner fails within such thirty (30) day period to commence cure and diligently thereafter prosecute such cure to completion, then Mall Parcel Owner shall have the right, but not the obligation, to cure such default for the account of and at the expense of the defaulting owner or its Occupant; provided, however, that in the event of emergency conditions posing an immediate threat to Persons or property and constituting a default, Mall Parcel Owner acting in good faith shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. Any notice hereunder shall specify with particularity the nature of the default claimed and shall set forth in detail the action which Mall Parcel Owner proposes to take in order to cure the claimed default. To effectuate such cure, Mall Parcel Owner shall have the right to enter upon the Ancillary Parcel of the defaulting Party to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Party.

11.2 **Legal and Equitable Relief.** Each Party shall have the right to prosecute any proceedings at law or in equity against any other Party, or any other Person, violating, attempting to violate, threatening to violate, or defaulting upon any of the provisions contained in this Agreement, in order to prevent the violating or defaulting Party or any such Person from violating, attempting to violate, threatening to violate or defaulting upon the provisions of this Agreement and to recover damages for any such violation or default. The remedies available under this Section 11.2 shall include, by way of illustration but not limitation, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, actions for declaratory relief and actions for specific performance of this Agreement.

11.3 **Costs of Cure.** All costs and expenses reasonably incurred by any Party to cure a default of a defaulting Party under the provisions of Section 11.1, together with interest thereon, at the lower of two percent (2%) over the prime rate of interest as published in the Wall Street Journal, or the maximum rate allowed by applicable usury law, and all costs and expenses of any proceedings at law or in equity, including reasonable attorneys' fees awarded to any Party by an order of court pursuant to Section 18.13, shall be assessed against and paid by the defaulting or violating Party.

11.4 **Waiver and Cumulative.** No waiver by any Party of any default under this Agreement shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such

default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement. All of the remedies permitted or available to a Party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

12. **Transfers of Interest, Rights, Powers and Obligations.**

12.1 **Limitations on Transfer or Assignment.** In no event shall the rights, powers and obligations conferred upon a Party pursuant to this Agreement be at any time transferred or assigned by any such Party except through a transfer of its interest in its Parcel or to a Mortgagee as security for a Mortgage on its Parcel, and then only to the extent and in the manner hereinafter provided.

12.2 **Transfer of Entire Interest.** In the event of the transfer, conveyance or termination of the whole of the interest of a Party in its Parcel without retaining any beneficial interest therein, other than as beneficiary under the terms of a Mortgage or without simultaneously acquiring a new interest by way of fee ownership, leasehold, life estate, or any other similar interest, then the rights and powers conferred upon and the obligations under this Agreement of the transferring Party shall be transferred and assigned with its interest, or termination thereof, and the successor shall become the Party as to its Parcel. In the event Mall Parcel Owner transfers, conveys, terminates or otherwise no longer maintains its interest in the Mall Parcel such that the Mall Parcel is not owned by an affiliate of GK Development, Inc. ("GKD") or an entity that is managed by GKD, then GKD shall have the right (which right is personal to GKD and does not run with the land) but not the obligation to terminate this Agreement.

12.3 **Retention of Interest.** In the event that (i) the whole of the interest of a Party in its Parcel is transferred or conveyed, but a new interest is created in the transferring Party simultaneously with the conveyance of its previous interest, by way of fee ownership, leasehold, life estate, or any other similar interest, or (ii) the transferring Party shall convey its interest in its Parcel, or a portion thereof, by Mortgage or other security instrument as security for any obligation or indebtedness of such Party, then none of the rights and powers conferred upon, or obligations under this Agreement of, the transferring Party shall be transferred or assigned with the transfer or conveyance of its interest, but all of the rights and powers conferred upon and obligations under this Agreement of the transferring Party shall remain in such Party so long as such Party retains, under clause (i) above, the new interest in and to its Parcel (other than as beneficiary under the terms of a deed of trust or mortgage), or so long as such Party remains, under clause (ii) above, the beneficial owner of the interest in its Parcel. Upon the termination of the new interest created in the transferring

Party as specified in this Section 12.3, the rights and powers conferred upon, and the obligations of such Party, shall vest in accordance with Sections 12.2 or 12.4 hereof, whichever is applicable, as if the new interest created in such Party had never existed, subject only to the provisions of Article 13 of this Agreement.

12.4 **Multiple Ownership.**

(a) **Designation.** In the event that a Party transfers or conveys its interest in its Parcel, or any portion of its interest in its Parcel, in such manner as to vest ownership of the Parcel or interest therein in more than one Person, then the Persons owning all of such interest in such Parcel shall be jointly considered a single Party (the "**Principal Party**") and such Persons shall designate one of their number to act on behalf of all such Persons in the performance of the provisions of this Agreement. Any such designation shall be in writing, duly executed, verified and acknowledged by each such Person, shall be served upon the other Party in accordance with the notice provisions of Section 18.9 of this Agreement, shall contain a certificate that a copy thereof has been so served, and shall be recorded in the Office of the Recorder of Cascade County.

(b) **Effect of Designation.** In the absence of such written designation, the acts of the transferring Party whose interest is so divided with respect to the performance of the provisions of this Agreement shall be binding upon all of the Persons owning any interest in such Parcel, until such time as the written designation is properly served and recorded as provided by this Section 12.4, and whether or not such transferring Party retains any interest in the Parcel in question. The exercise or performance of any rights, powers or obligations of a Principal Party under this Agreement by the Person designated to represent the Principal Party shall be binding upon all Persons having an interest or right in such Parcel and/or upon all Persons having an interest in the Principal Party. So long as such designation remains in effect, all Persons having an interest or right in the Parcel and/or all Persons having an interest or right in the Principal Party shall act only through such Person designated hereunder and the other Party shall have the right to deal exclusively with and rely solely upon the acts or omissions of such Person in the performance or provisions of this Agreement.

(c) **Removal of Designated Person.** Any Person designated hereunder may be removed by the Persons so designating, provided that written notice of such removal and designation of a new Person to act on behalf of the Principal Party under this Agreement is given and made in the manner specified in this Section 12.4, and in the absence of any such written notice and designation, the previous designation shall continue in effect and the acts of the Person previously designated with respect to the performance of the provisions of this Agreement shall be binding upon all such Persons until such time as the written notice and designation is properly served and recorded as provided by this Section 12.4.

(d) **Designation of Party Representative by Other Parties.**

Notwithstanding anything to the contrary herein contained, if (i) at any time after a Person has been designated to act on behalf of a Principal Party hereunder, such Person is removed or dies, becomes incapacitated or is dissolved and no new Person is designated to act on behalf of such Principal Party pursuant to Section 12.4(a) above, or (ii) if a Person has not been designated hereunder within thirty (30) days after the other Party receives notice of any change in ownership of any portion of a Parcel which would give rise to the requirement for designation under this Section 12.4, or (iii) if the designation of a Person to act on behalf of a Principal Party earlier than the expiration of such thirty (30) day period is reasonably necessary to enable or entitle the other Party to comply with any of its obligations under this Agreement, or to take any other action which may be necessary or permitted to carry out the purposes of this Agreement, then in any such event, the other Party at any time may make such designation of a Person to act on behalf of all such Persons comprising the Principal Party with respect to this Agreement, which designation shall be made and given in accordance with the applicable notice and recording provisions of this Section 12.4. Such designation made hereunder shall remain in full force and effect until the Persons comprising the Principal Party make a new designation pursuant to the provisions of this Section 12.4.

(e) **Status of Designated Person.** Any Person designated pursuant to the provisions of this Section 12.4 shall be the agent of each of its principals, hereby irrevocably appointed for such purpose, and upon whom service of any process, writ, summons, order or other mandate of any nature of any court in any action, suit or proceeding arising out of this Agreement may be made, and service upon such designated Person shall constitute due and proper service of any such matter upon each of its principals, provided a copy of such matter is also mailed to such principals at the principals' last addresses known to the sender. As used herein, the term "principals" means all Persons comprising the Principal Party who have interests of record in connection with the ownership of such Party's interest in its Parcel.

(f) **Obligation of Other Persons Comprising Party.** Notwithstanding anything to the contrary herein contained, the designation of a Person to act on behalf of other Persons comprising the Principal Party under this Section 12.4 shall not for any purpose relieve any such other Persons from the obligations or liabilities created by or arising from this Agreement.

13. **Release on Sale of Interest.**

13.1 **Sale or Transfer by Any Party.** Upon the assignment, conveyance, sale or other transfer by any Party of its entire right, title and interest in its Parcel, that Party shall be released from its obligations under this Agreement arising subsequent to the effective date of such sale or transfer (other than those obligations arising from any default by such Party in the performance of any provision of this Agreement prior to such sale or transfer, including payment of any

amounts which may then be due and owing under this Agreement and any indemnity obligation under this Agreement arising out of events occurring prior to such sale or transfer) provided that such Party shall have given notice to all other Parties of such transfer and delivered the assumption statement required by Section 13.3 concurrently with or following the filing for record of the instrument effecting the transfer. No consent is required for an assignment, conveyance, sale or other transfer, including any such transfer in connection with the exercise of any remedies of a Mortgagee of the other Party's Parcel (including, without limitation, such Mortgagee's right to foreclose upon a Mortgage against the Party's Parcel or to take title to the Party's Parcel, in its own name or in the name of its designee, by deed-in-lieu of foreclosure).

13.2 **Personal Liability of Transferee.** In no event shall any transferee of any Party be personally liable for any default under this Agreement of the transferring Party which occurred prior to the effective date of the transfer of any right, title and interest in the affected Parcel to the transferee; provided, however, that nothing contained in this Section 13.2 shall affect the rights of any Party to invoke any other right or remedy which may be available in equity in order to enforce the provisions of this Agreement against the Parcel of the transferring Party, nor shall this Section 13.2 affect the obligation of such transferee to cure any conditions constituting a default which continue after the transfer has been effected; and provided further, that nothing contained in this Section 13.2 shall affect liability under the provisions of Section 12.4 in the event of a failure to designate a Person thereunder if so required.

13.3 **Assumption Statement.** Concurrently with or following the transfer of any right, title and interest in any Parcel by any Party so that the transferee becomes a Party or member of a Party pursuant to Article 12, the transferee shall execute and deliver to the other Party a written statement in which: (i) the name and address of the transferee shall be disclosed; and (ii) the transferee shall assume the obligations of the transferor under this Agreement with respect to the interest it has acquired and shall covenant, for the benefit of the Parties, to perform all obligations hereunder with respect to the interest it has acquired in accordance with the provisions of this Agreement. Failure to deliver such written statement shall not affect the running of any covenants herein with the land as provided by Section 15.1, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement, but such failure shall constitute a default by the transferee hereunder, and shall delay the release of the transferor as specified in Section 13.1 until such time as the transferee complies with this Section 13.3.

14. **Effect of Breach: Mortgagees.**

14.1 **No Termination.** The breach of this Agreement shall not entitle any Party or Person to cancel, rescind or otherwise terminate this Agreement, or any conditions, covenants, easements or restrictions hereunder.

14.2 **Mortgagee Protection.** This Agreement, and the rights, privileges, covenants, agreements and easements hereunder with respect to each Party and Parcel, shall be superior and

senior to any lien placed upon any Parcel, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the covenants and restrictions, easements and conditions and other provisions, terms and conditions contained in this Agreement shall be binding upon and effective against any Person (including any Mortgagee) who acquires title to any Parcel, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

15. **Covenants and Recordation.**

15.1 **Covenants Run With the Land.** All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon the Parties, their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other Persons acquiring any Parcel, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties, and their respective heirs, successors (by merger, consolidation or otherwise) and assigns as Parties determined under Article 12. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. It is expressly acknowledged that each covenant to do or refrain from doing some act on each Parcel hereunder (i) is for the benefit of each other Parcel and is a burden upon each other Parcel, (ii) runs with each Parcel, and (iii) shall be binding upon each Party and each successive owner during its ownership of each Parcel, or any portion thereof, and each Person having any interest therein derived in any manner through any owner of any Parcel, or any portion thereof, and shall benefit each Party and its Parcel and each other Person becoming a Party (or member of a Party) as specified in Article 12 and its interest in its Parcel.

15.2 **Recordation.** This Agreement shall become effective and binding upon the Parties in accordance with the provisions of this Article 15 upon execution by Developer. This Agreement shall be recorded in the office of the County Recorder of Cascade County, Montana. Recordation shall be effected by Developer.

16. **Shopping Center REA.**

16.1 **Compliance with Shopping Center REA.** Those Ancillary Parcel Owners that are subject to the Shopping Center REA shall comply with all applicable provisions of the Shopping Center REA. Notwithstanding anything to the contrary contained in this Agreement, nothing contained in this Agreement, including the designation of Mall Parcel Owner to act on behalf of certain of the other Parties pursuant to Section 16.2 of this Agreement below, shall not for any purpose relieve such other Parties from the obligations or liabilities created by or arising from the Shopping Center REA.

16.2 **Multiple Ownership under Shopping Center REA.** The Parties to this

Agreement, to the extent they own property subject to the Shopping Center REA, acknowledge that collectively they are the owner of the "Developer Parcel" defined and described in the Shopping Center REA and are jointly considered a single party under the Shopping Center REA. Pursuant to Section 12.4(a) of the Shopping Center REA, those Parties that own property subject to the Shopping Center REA designate Mall Parcel Owner to act on their behalf in the performance of the provisions of the Shopping Center REA. The acts of the Mall Parcel Owner and the exercise or performance of any rights, powers or obligations of the Mall Parcel Owner as such designee shall be binding on the Parties to this Agreement that own property subject to the Shopping Center REA. The Parties to this Agreement that own property subject to the Shopping Center REA agree that with respect to the Shopping Center REA, they shall only act through Mall Parcel Owner, and the other parties to Shopping Center REA shall have the right to deal exclusively with and rely solely upon the acts or omissions of Mall Parcel Owner in the performance of or provisions of the Shopping Center REA.

16.3 **Further Assurances.** Each Party that owns property subject to the Shopping Center REA agrees that it shall provide such further assurances and confirmations and execute, deliver and record such further documents, instruments and certificates as may be necessary to designate Mall Parcel Owner to act on each such Party's behalf in the performance of the provisions of the Shopping Center REA and to carry out the terms and purpose of this Article 16.

16.4 **Indemnification.** Each Ancillary Parcel Owner covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless Mall Parcel Owner for losses, liabilities, damages, judgments, costs and expenses, including, without limitation, reasonable legal fees, incurred by Mall Parcel Owner arising out of any claim arising out of the Ancillary Parcel Owner's (a) actions or omissions that cause Mall Parcel Owner any losses, liabilities, damages, judgments, costs and expenses, including, without limitation, reasonable legal fees, pursuant to the Shopping Center REA or (b) failure to perform its obligations under this Article 16.

17. **Mall Parcel Redevelopment.**

17.1 **Mall Parcel Owner Authorization.** Notwithstanding anything to the contrary set forth in this Agreement, including, without limitation, any plot plan, plat and/or site plan attached hereto (including any terms, notes and depictions contained therein) and all other exhibits to this Agreement, and/or any supplementary, ancillary, confirming or other agreements, documents or plans, in connection with any redevelopment of the Mall Parcel, Mall Parcel Owner is authorized to and may, from time to time, in Mall Parcel Owner's sole and absolute discretion (and without approval or consent of the Ancillary Parcel Owners or amendment to this Agreement or other further documentation), do, cause, permit or authorize all or any of the following:

(a) increase, reduce, change, alter or modify the size, location, layout, elevation, height, parking, paving, nature and/or use of any Common Area in the Mall Parcel, including any structural and non-structural construction and demolition;

(b) erect, install, add, construct, layout, expand, extend, pave, demolish, remove, reconstruct, develop, redevelop, alter, remodel, repair, replace, maintain, re-install, locate, move, increase or decrease the height, operate, change, alter and/or modify buildings, improvements, additions, facilities, installations, fences, barricades, dividers, kiosks, signage, the Enclosed Mall, interior and exterior walls, floors, ceilings, stories, parking spaces, parking decks, parking facilities (at ground level, a multi-level parking garage or otherwise), parking layouts, lighting, entrances, exits, corridors, driveways, roadways, easements, curbs, curb cuts, sidewalks, walks, walkways, service areas, aisles, other areas for the flow of pedestrian or vehicular traffic, guard rails, planters and/or landscaped areas in the Mall Parcel and any and all appurtenances ancillary thereto, the architecture, style, design, interior and exterior appearance, character, purpose, use, operation, quality, location and materials of which shall be within Mall Parcel Owner's sole discretion;

(c) temporarily close the Common Area or any part thereof and/or any portion of the Mall Parcel to take, cause or permit any of the actions permitted under Section 17.1; and

(d) use and operate or permit the use and operation, by means of lease, license or otherwise, of all or any portion of the Mall Parcel for retail, shopping center, selling, entertainment, recreation, amusement, restaurant, grocery store, service establishment, hotel, office, professional, multi-family, parking and other commercial and residential uses and activities, as such uses and activities evolve from time to time (and Mall Parcel Owner and its affiliates shall not be limited to operating in a manner consistent with any regional shopping center practice), and it shall be within Mall Parcel Owner's sole discretion to determine the diversification and location of all tenants, licensees, occupants, uses, operations, merchandise and services in any portions of the Mall Parcel and the name under which all or any portion of the Shopping Center shall operate.

17.2 **Further Assurances.** Ancillary Parcel Owners shall cooperate with Mall Parcel Owner and execute and/or record any further instruments, documents or agreements, and shall take such further actions as may be reasonably necessary, appropriate or advisable to carry out and perform the purpose and intent of this Article 17 and/or in order to comply with any requirements of or requests from any governmental body, title company or lender of Mall Parcel Owner.

18. **Miscellaneous.**

18.1 **Negation of Partnership; No Third Party Beneficiary Rights.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any Person who is not a Party, unless expressly otherwise provided.

18.2 **Termination and Amendment.**

(a) **Amendment.** Except as otherwise specified in this Agreement, this Agreement may be cancelled, changed, modified or amended in whole or in part only by written instrument executed by all of the Parties. If a Party has a Mortgage which requires the Mortgagee's consent to any amendment of this Agreement and such Mortgagee has given notice of the existence of such Mortgage to the other Party in accordance with Section 18.9 hereof, the consent, in writing, of such Mortgagee to any proposed amendment, which consent shall not be unreasonably withheld, must be obtained in order for such amendment to be enforceable against or binding upon such Mortgagee. Nothing herein contained shall constitute an agreement by any Party that this Agreement cannot be amended without the prior approval of another Party's Mortgagee.

(b) **Term of Agreement.** Notwithstanding any other provision of this Agreement to the contrary and unless previously terminated in its entirety or as to a Party's Parcel, all the provisions hereof (other than certain easements as set forth in Article 2, which shall terminate as therein provided) shall terminate upon the 50th anniversary date of the recordation of this Agreement.

18.3 **Approvals.** Unless otherwise herein provided, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of any Party pursuant to this Agreement (or any Exhibit hereto), such approval shall not be unreasonably withheld. Unless provision is made for a specific time period, approval shall be deemed given within thirty (30) days after receipt of the written request for approval, and if a Party shall neither approve nor disapprove within such thirty (30) day period, or other time period as may be specified in this Agreement or Exhibit hereto for approval, that Party shall then be deemed to have given its approval. Whenever under this Agreement approval may not be unreasonably

withheld, and a Party shall disapprove, the reasons therefor shall be stated by such Party in reasonable detail in writing. Approval by a Party to or of any act or request by any other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests.

18.4 **First-Class.** The term "first-class" when used in this Agreement in connection with the development, maintenance, operation or condition of the Shopping Center, or any portion thereof, shall refer to a comparative standard of quality judged in accordance with other similar well-maintained shopping centers within the State of Montana as reasonably determined by Mall Parcel Owner.

18.5 **Not A Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center, or of any Parcel, or portion thereof, to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development, maintenance and operation of a private shopping center on private property solely for the benefit of the Parties. Pursuant to the provisions of this Section 18.5, and notwithstanding any other provision to the contrary herein contained, any Party shall have the right to prevent or prohibit the use of its Parcel, or any portion thereof, including Common Area and buildings and improvements located thereon, by any Person, including Users, for any purpose inimical to the operation of an integrated first-class shopping center for retail and commercial purposes as contemplated by this Agreement.

18.6 **Excusable Delays.** If any performance required of a Party hereunder is delayed at any time by acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, or damage to work in progress by reason of fire or other casualty, or other cause beyond the reasonable control of a Party (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused.

18.7 **Severability.** Invalidation of any of the provisions in this Agreement, or of the application thereof to any Person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

18.8 **Exhibits.** The Exhibits listed in the Table of Contents to which reference is made herein are deemed incorporated into this Agreement in their entirety by reference thereto.

18.9 **Notices.**

(a) **Procedure.** Any notice to any Party given under this Agreement shall be in writing and given by delivering the same to such Party in person, by a nationally

recognized overnight courier or express service, or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to such Party. The address of each Party for the giving of notices hereunder (whether by mail or personal delivery) is, until changed as hereinafter provided, the following:

Developer: GK Holiday Village, LLC
c/o GK Development, Inc.
257 East Main Street, Suite 200
Barrington, IL 60010
Attn: Garo Kholamian

Any Party may change its notice address at any time by giving written notice of such change to the other Parties in the manner provided herein. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected at the address for such Party as herein specified, if mailed, on the delivery date or attempted delivery date at such Party's address hereunder as shown on the return receipt, or on the next business day after the date sent by nationally recognized overnight courier or express service.

(b) **Form and Effect of Notice.** Every notice (other than the giving or withholding of consent, approval or satisfaction under this Agreement, but including requests therefor) given to a Party or other Person shall comply with the following requirements. Each such notice shall state: (i) the Article, Section or Exhibit (or provision or Paragraph thereof) of this Agreement pursuant to which the notice is given; (ii) the period of time within which the recipient of the notice must respond, or if no response is required, a statement to that effect; and (iii) if applicable, that the failure to respond to the notice within the stated time period shall be deemed to be the equivalent of the recipient's approval of or consent to the subject matter of the notice. Each request for consent or approval shall contain reasonably sufficient data or documentation to enable the recipient to make an informed decision. In no event shall notice be deemed given nor shall a Party's approval of, consent to, or satisfaction with, the subject matter of a notice be deemed given by such Party's failure to object or respond thereto if such notice did not fully comply with the requirements of this Section 18.9, unless such notice failed to comply with the requirements of clause (ii) above, in which event the time for response shall be deemed to be thirty (30) days pursuant to Section 18.3 (unless a longer time period is provided under this Agreement, in which event such longer period shall govern), and upon failure of a Party to respond to the notice within such time period shall be deemed to have been approved under Section 18.3. No waiver of this Section 18.9(b) shall be inferred or implied from any act (including conditional approvals, if any) of a Party, unless such waiver shall be in writing, specifying the nature and extent of the waiver.

(c) **Mortgagee Notice and Right to Cure.** The Mortgagee under the Mortgage encumbering the Parcel of a Party shall be entitled to receive a copy of any notice of any default by the Party upon whose Parcel it has a Mortgage, provided that such Mortgagee shall have delivered a copy of a notice in the manner provided in Section 18.9(a) and in the form hereinafter contained to each Party. The form of such notice shall be as follows:

The undersigned, whose address is _____ does hereby certify that it is the Mortgagee, as defined in Section 1.9 of that certain, Operation and Reciprocal Easement Agreement recorded as of _____ in _____ official records of Cascade County, Montana, of the parcel of land described on Exhibit A attached hereto and made a part hereof and being the Parcel of (Party) in Holiday Village, Great Falls, Montana. In the event that any notice shall be given of the default of the Party upon whose Parcel the Mortgage held by the undersigned applies, a copy thereof shall be delivered to the undersigned who shall have all rights of such Party to cure such default. Failure to deliver a copy of such notice to the undersigned shall in no way affect the validity of the notice of default as it respects such Party but shall make the same invalid as it respects the Mortgage of the undersigned.

Any such notice to a Mortgagee shall be given in the same manner as provided in Section 16.9(a) hereof. The giving of any notice of default or the failure to deliver a copy to the defaulting Party's Mortgagee shall not create any liability on the part of the Party so declaring a default. Giving of any notice of default or the failure to deliver a copy to any Mortgagee shall in no event create any liability on the part of the Party so declaring a default. If any notice shall be given of the default of a Party and such defaulting Party has failed to cure or commence to cure such default as provided in this Agreement, then any such Mortgagee, which has given notice as above provided, under any Mortgage affecting the Parcel of the defaulting Party shall be entitled to receive an additional notice given in the manner provided in Section 18.9 hereof that the defaulting Party has failed to cure such default and such Mortgagee shall have thirty (30) days after-said additional notice to cure any such default, or, if such default cannot be cured within thirty (30) days, to diligently commence curing within such time and diligently pursue such cure to completion within a reasonable time thereafter. Giving of any notice of default or the failure to deliver a copy to any Mortgagee shall in no event create any liability on the part of the Party so declaring a default.

18.10 **Entire Agreement.** This written Agreement and the Exhibits hereto and any separate agreement contemplated in Section 5.2 contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto and any separate agreement contemplated in Section 5.2.

18.11 **Interpretation; Captions.** The captions preceding the text of each Article,

Section, subsection and the Table of Contents hereof and Paragraphs of Exhibits are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

18.12 **References.** All references herein to a given Article, Section, subsection or Exhibit refer to the Article, Section, subsection or Exhibit of this Agreement.

18.13 **Litigation Expenses.**

(a) **Payment to Prevailing Party.** If any Party shall bring an action or proceeding (including, without limitation, any cross-complaint, counterclaim or third-party claim) against any other Party by reason of the breach or alleged violation of any covenant, term or obligation hereof, or for the enforcement or interpretation of any provision of this Agreement, the prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment.

(b) **Attorneys' Fees in Third Party Litigation.** If any Party is required to defend any action or proceeding with a third party (including, without limitation, any cross-complaint, counterclaim or third-party claim) because of any other Party's breach of this Agreement and such Party is the prevailing party in such action or proceeding, then such Party shall be entitled to reasonable attorneys' fees from such other P a r t y .

18.14 **Signature Pages.** For convenience, the signatures of each of the Parties may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.

18.15 **Time.** Time is of the essence of this Agreement and each and every provision hereof.

18.16 **Estoppel Certificate.** Each Party severally covenants that upon written request of the other Party, it will issue to such other Party, or to any Mortgagee, or any other Person specified by such requesting Party, an estoppel certificate stating to the best of its knowledge: whether the Party or signatory to whom the request has been directed knows of any default under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) whether this Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof) and that this Agreement (and any other agreement) represents the entire agreement between such Parties; and (iii) that this Agreement as of that date is in full force and effect. A Party delivering such certificate shall not have any liability to any other Person arising out of any inaccuracy or omission of information in or from such certificate, but such Party shall be estopped from taking a position against the Person to whom such certificate was delivered which is inconsistent with the statement made in the certificate if the person receiving the certificate reasonably relied on such certificate to its detriment. Each Party receiving such

request shall execute and return such certificate within fifteen (15) days following the receipt thereof.

[Signatures on next page]

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

GK HOLIDAY VILAGE, LLC,
a Delaware limited liability company

By: GK Development, Inc.,
an Illinois corporation,
its Manager

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of GK Development, Inc., which is the Manager of GK Holiday Village, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such _____, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of said corporation as _____ of GK Development, Inc. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 201__.

Notary Public

My Commission Expires:

EXHIBIT A-1

LEGAL DESCRIPTION OF MALL PARCEL

Lot A-1D of An Amended Plat of Lot A-1 of the Amended Plat of Portions of Block 3, Fifteenth Addition, and Blocks 1, 2, and 3, Hillcrest First Addition, located in the NE1/4 of Section 13, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana.

A-1-1

EXHIBIT A-2

LEGAL DESCRIPTION OF PARCEL E-2

Lot E-2, of the Amended Plat of Portions of Block 3, Fifteenth Addition, and Blocks 1, 2, and 3, Hillcrest First Addition to Great Falls, Cascade County, Montana, according to the Plat No. 1600, filed June 15, 2000, records of Cascade County, Montana, which Amended Plat amends the Amended Plat of Lots 8 & 9, in Block 3, Fifteenth Addition to Great Falls, Cascade County, Montana, according to Plat no. 2490, filed December 7, 1990, records of Cascade County, Montana.

A-2-1

EXHIBIT A-3

LEGAL DESCRIPTION OF PARCEL A-2

Lot A-2, of the Amended Plat of Portions of Block 3, Fifteenth Addition, and Blocks 1, 2, and 3, Hillcrest First Addition to Great Falls, Cascade County, Montana, according to the Plat No. 1600, filed June 15, 2000, records of Cascade County, Montana, which Amended Plat amends the Amended Plat of Lots 8 & 9, in Block 3, Fifteenth Addition to Great Falls, Cascade County, Montana, according to Plat no. 2490, filed December 7, 1990, records of Cascade County, Montana.

EXHIBIT A-4

LEGAL DESCRIPTION OF PARCEL A-1A

Lot A-1A of An Amended Plat of Lot A-1 of the Amended Plat of Portions of Block 3, Fifteenth Addition, and Blocks 1, 2, and 3, Hillcrest First Addition, located in the NE1/4 of Section 13, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana.

A-4-1

EXHIBIT A-5

LEGAL DESCRIPTION OF PARCEL A-1B

Lot A-1B of An Amended Plat of Lot A-1 of the Amended Plat of Portions of Block 3, Fifteenth Addition, and Blocks 1, 2, and 3, Hillcrest First Addition, located in the NE1/4 of Section 13, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana.

A-5-1

EXHIBIT A-6

LEGAL DESCRIPTION OF PARCEL A-1C

Lot A-1C of An Amended Plat of Lot A-1 of the Amended Plat of Portions of Block 3, Fifteenth Addition, and Blocks 1, 2, and 3, Hillcrest First Addition, located in the NE1/4 of Section 13, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana.

A-6-1

EXHIBIT A-7

LEGAL DESCRIPTION OF PARCEL A-1E

Lot A-1E of An Amended Plat of Lot A-1 of the Amended Plat of Portions of Block 3, Fifteenth Addition, and Blocks 1, 2, and 3, Hillcrest First Addition, located in the NE1/4 of Section 13, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana.

A-7-1



Item: Resolution 10278 Intent to Re-Create a Business Improvement District within the City of Great Falls and set a Public Hearing for February 19, 2019

From: Judy Burg, Taxes and Assessments

Initiated By: Business Improvement Board of Directors

Presented By: Melissa Kinzler, Finance Director

Action Requested: Adopt Resolution 10278 and set a Public Hearing for February 19, 2019

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10278 and set a public hearing to Re-Create the Business Improvement District (BID) for February 19, 2019.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10278 and set a public hearing date for February 19, 2019.

Summary: The City Commission is authorized by M.C.A. §§7-12-1101 through 7-12-1144 to create a business improvement district for the purpose of promoting the health, safety, prosperity, security and general welfare of the inhabitants of the district and to provide special benefit to the property owners located within the boundaries of said district. The goal of the BID is to maintain, beautify, and stimulate development in Great Falls’ historic downtown district.

The BID in the City of Great Falls was originally created in May 1989, re-created in July 1999 and again in July 2009. Section 7-12-1141 M.C.A. specifies that BID’s shall not be for a period longer than ten (10) years unless the duration of the district is extended in compliance with the provisions for the creation of the district.

The City of Great Falls has been presented with petitions/ballots signed by 82.75% of the property owners within the district as shown on Exhibit “A” of the Resolution and on file in the City Clerk’s Office. The petitions/ballots more than exceeds the statutorily required percentage of 60% of the area of the property owners asking for the re-creation of the BID.

The boundary lines of the District are outlined on Exhibit “B” of the Resolution. The boundary lines have not changed since the BID’s initial creation in 1989.

Property owners as listed on Exhibit “C” of the Resolution have fifteen days after the date of the first publication of the Legal Notice as shown on Exhibit “D” of the Resolution, to make a written protest to the City Clerk of the City of Great Falls against the proposed re-creation of the BID.

Fiscal Impact: The assessment for the costs of benefits and operating the BID will be placed upon all lots or parcels of land within the BID boundaries, with the exception of parcels owned by the City of Great Falls (Parcels numbered: 158200, 160750, 161950, 191200, 191850, 192000, 193500, 194000, 1886100, 1887600 and 1888304) and owned by Cascade County (Parcel numbered: 194100) as long as the City and County remain owners of said parcels.

The assessment formula presented to the property owners and recommended to the City Commission is as follows:

- a flat fee of \$200.00 for each lot or parcel
- a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125 which is a Residential Condominium
- an assessment of \$.00165 times the market valuation as provided for by the Montana State Legislature, and
- an assessment of \$.015 times the square footage of the land area

Alternatives: The City Commission could choose to not adopt Resolution 10278 and not set the public hearing and thereby deny the re-creation of the Business Improvement District.

Concurrences: Representatives from the Finance Department have been assisting the property owners and the BID Board of Directors on the re-creation and approval process.

Attachments/Exhibits:

Resolution #10278

Exhibit A – BID Ballot Percentages

Exhibit B – BID District Boundaries

Exhibit C – BID List of Properties

Exhibit D – BID Legal Notice

RESOLUTION 10278

A RESOLUTION DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO RE-CREATE THE BUSINESS IMPROVEMENT DISTRICT IN THE CITY OF GREAT FALLS, MONTANA

WHEREAS, pursuant to Section 7-12-1101, MCA, the City Commission of the City of Great Falls, is authorized to create and appoint a board to administer to a Business Improvement District; and

WHEREAS, the Business Improvement District in the City of Great Falls was originally created in May 1989, re-created in July 1999 and July 2009; and

WHEREAS, Section 7-12-1141, MCA specifies that a Business Improvement District shall not be for a period longer than ten (10) years unless the duration of the district is extended in compliance with the provisions for the creation of the district; and

WHEREAS, in accordance with Section 7-12-1111 (1) MCA, the City Commission of the City of Great Falls has been presented with petitions signed, and on file with the City Clerk, by 81.92% of the owners which exceeds the statutorily required more than 60% of the area of the property to be included in a Business Improvement District; and

WHEREAS, in accordance with Section 7-12-1102 MCA, the City Commission of the City of Great Falls has determined that this purpose promotes the health, safety, prosperity, security and general welfare of the inhabitants of the City of Great Falls, the people of the State of Montana, and provides special benefits to the properties located within the boundaries of said district.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

Section 1 - Intent to Re-Create Business Improvement District. The BID proposes that the purpose for which the assessments collection shall be used are the statutory purposes set forth in Business Improvement District Law, Section 7-12-1101 through 7-12-1144, for the funding of uses and projects within the historic downtown district of Great Falls as specified in the BID Budget.

Section 2 – Petition. The City Commission has received petitions, referenced as Exhibit “A”, and on file with the City Clerk’s office, signed by more than 60% of the owners of the property proposed to be included in the district. The City Commission also intends to conduct a public hearing to consider re-creating the BID as provided for in the State Statute.

Section 3 – Boundaries of District. The limits and boundaries of the District are the limits and boundaries of the City of Great Falls and are depicted on a map attached as Exhibit “B” hereto (which is hereby incorporated herein and made a part hereof.) A listing of each of the properties in the District is shown on Exhibit “C” hereto.

Section 4 – Benefited Property. The District and territory included within the limits and boundaries described in Section 3 and as shown on Exhibit “B” are hereby declared to be the BID and the territory, which will benefit, be benefited by and will be assessed for the costs of the BID as described in Section 1.

Section 5 – General Character of the Services to be Performed. The services to be performed shall be the funding of uses and projects within the historic downtown district within Great Falls as specified in the BID Work Plan and Budget. It includes the continuation of many grant programs, sale of BID’s real property, work on Downtown Safety & Security, unify entities, work on beautification projects and promote and stimulate development within the district.

Section 6 – Assessment Methods; Property to be Assessed. The assessment for the costs of benefits and operating the BID will be placed upon all lots or parcels of land within the BID boundaries, with the exception of parcels owned by the City of Great Falls (parcels numbered 158200, 160750, 16195, 191200, 19185, 192000, 193500, 194000, 1886100, 1887600 and 1888304) and owned by Cascade County (parcel number 194100) as long as the City and County remain owners of said parcels. The assessment formula presented to the property owners and to the City commission is as follows:

- a flat fee of \$200.00 for each lot or parcel
- a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125 which is a Residential Condominium
- an assessment of \$.00165 times the market valuation as provided for by the Montana State Legislature, and
- an assessment of \$.015 times the square footage of the land area.

The new assessment method as outlined above for the BID will begin July 1, 2019.

Section 7 – Payment of Assessments. The assessments for the costs of maintaining the services provided by the BID shall be payable, as prescribed in Section 7-12-1133 MCA.

Section 8 – Duration of District. The duration of the BID shall be for a period of ten (10) years as prescribed in Section 7-12-1141 MCA. Upon receipt of petitions signed by the owners of more than 50% of the area of the property included in the district, the City Commission shall dissolve the district at the end of any fiscal year.

Section 9 – Public Hearing; Protests. At any time within fifteen (15) days from and after the date of the first publication of the notice of the passage and approval of this resolution of intent, any owner of real property within the proposed District subject to assessment and taxation for the cost and expense of maintaining the BID may make and file with the City Clerk until 5:00 p.m. D.S.M.T., on the expiration date of said 15-day period from January 19, 2019 through February 2, 2019, written protest against the proposed BID, and this Commission will at a regular meeting after the expiration of the fifteen (15) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed; which said regular meeting will be held on February 19, 2019 at 7:00 p.m. in the Commission Chambers, located on the Second Floor of the Civic Center, 2 Park Drive, in Great Falls, Montana.

Section 10 – Notice of Passage of Resolution of Intention. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a Notice of the passage of this Resolution, attached as Exhibit “D”, in the *Great Falls Tribune*, a newspaper of general circulation in Cascade County on January 18, 2019 and January 25, 2019, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said Notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the proposed district listed in his or her name upon the last completed assessment roll for State, County, and school district taxes, at his or her last-known address, on or before the same day such notice is first published.

PASSED AND ADOPTED by the Commission of the City of Great Falls, Montana, on this 15th day of January, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

**BUSINESS IMPROVEMENT DISTRICT
RENEWAL BALLOT PROCEEDINGS
Resolution #10278 - Exhibit "A"**

	PARCEL NO.	PROPERTY OWNER	PETITION/BALLOT PROCESS			
			2018 Ballots Yes(1)/No(2)	TOTAL SQ.FT.	Footprint %	Percentage Needed $\geq 60\%$
1	156750	CHS INC	1	15,000	0.57%	0.57%
2	156950	SEVENS PRIME LLC	2	37,500	1.42%	0.00%
3	157400	COX DOUGLAS J & KENT D		7,500	0.28%	0.00%
4	157450	517 LLC	2	15,000	0.57%	0.00%
5	157500	RYSTED PETE	1	11,250	0.43%	0.43%
6	157600	KUNZ JASON R	1	3,750	0.14%	0.14%
7	157650	BRANDENBERGER NED R & JENNIFER		3,750	0.14%	0.00%
8	157750	EASTER SEALS GOODWILL N ROCKY MTN INC	1	22,500	0.85%	0.85%
9	157810	EASTER SEALS GOODWILL N ROCKY MTN INC	1	7,500	0.28%	0.28%
10	157850	MOUNTAIN STATES TELEPHONE & TELEGRAPH CO		22,500	0.85%	0.00%
11	158100	THE PENNANT BUILDING LLC	1	7,509	0.28%	0.28%
12	158150	HANSON MICHAEL		7,507	0.28%	0.00%
13	158200	CITY OF GREAT FALLS	1	18,339	0.69%	0.69%
14	158250	DESCHENES GARY S ETAL	1	4,200	0.16%	0.16%
15	158300	DSB TOWER LLC	1	15,037	0.57%	0.57%
16	158350	POSTAL SERVICE	1	52,500	1.99%	1.99%
17	158950	TIGER SPRING PROPERTIES		15,000	0.57%	0.00%
18	159150	CAMBRIDGE INVESTORS ONE LP		37,546	1.42%	0.00%
19	159225	BUCHANAN-BYRNE BUILDING PARTNERSHIP	1	22,500	0.85%	0.85%
20	159450	REDEAU NICK & VERONICA		7,500	0.28%	0.00%
21	159500	RAMSEY ANN C		11,250	0.43%	0.00%
22	159550	BENSLEY MARJORIE M	2	3,750	0.14%	0.00%
23	159600	BENSLEY MARJORIE M	2	3,750	0.14%	0.00%
24	159650	BENSLEY MARJORIE	2	3,750	0.14%	0.00%
25	159700	CONTEXT LLC	1	3,750	0.14%	0.14%
26	159725	BUCHANAN BYRNE BUILDING PARTNERSHIP	1	11,295	0.43%	0.43%
27	159735	BUCHANAN-BYRNE BUILDING PARTNERSHIP	1	7,500	0.28%	0.28%
28	159800	RELIGIOUS CONGRATATION OF BERLINER CONG	1	52,490	1.99%	1.99%
29	159850	DAVIDSON INVESTMENT PARTNERSHIP LLP	1	67,500	2.55%	2.55%
30	160200	DSB TOWER LLC	1	22,500	0.85%	0.85%
31	160300	EKLUNDS APPLIANCE & TV	1	15,000	0.57%	0.57%
32	160450	POBLANO PROPERTIES LLC		15,000	0.57%	0.00%
33	160500	321 ASSOCIATES LLC		15,000	0.57%	0.00%
34	160550	LERAY PROPERTIES LLC	1	7,500	0.28%	0.28%
35	160600	MARSH DOUG & DAWN	1	7,500	0.28%	0.28%
36	160650	BECKMANS BUILDING LLC	1	7,500	0.28%	0.28%
37	160750	CITY OF GREAT FALLS	1	37,528	1.42%	1.42%
38	160900	STOCKMAN BANK OF MONTANA	1	15,000	0.57%	0.57%
39	160950	BALTHAZAR ENTERPRISES LLC	1	15,000	0.57%	0.57%
40	161050	HACKETT GARRY L & CHERYL D	1	7,500	0.28%	0.28%
41	161100	KAUFMAN MARY ANN & IRA M JR	1	7,500	0.28%	0.28%
42	161150	LEE ALAN B	2	3,750	0.14%	0.00%
43	161200	ENGE RICHARD C	1	3,750	0.14%	0.14%
44	161250	BIG BROTHERS HOLDING COMPANY LLC	1	7,500	0.28%	0.28%
45	161300	STOCKMAN BANK OF MONTANA	1	15,000	0.57%	0.57%
46	161450	MASON MARILYN ETAL		3,750	0.14%	0.00%
47	161600	LITTLE WILLIAM L & SHONNA L	2	22,500	0.85%	0.00%
48	161650	SILVER STATE PARTNERS LLC		11,250	0.43%	0.00%
49	161700	MONTANA TIMES SQUARE LLC	1	22,500	0.85%	0.85%
50	161750	EVERSON VICKI S	1	7,500	0.28%	0.28%
51	161800	HACKETT GARRY L & CHERYL D	1	15,000	0.57%	0.57%
52	161950	CITY OF GREAT FALLS	1	52,520	1.99%	1.99%
53	162050	JOSCO PROPERTIES INC		15,000	0.57%	0.00%
54	162100	LEMIRE LESLIE		7,500	0.28%	0.00%
55	162150	LARSON EDWARD L	1	4,500	0.17%	0.17%
56	162200	LARSON EDWARD L	1	3,000	0.11%	0.11%
57	162250	HACKETT GARRY L & CHERYL D	1	7,500	0.28%	0.28%
58	162300	ROCKY MTN BLDG DEVELOPMENT VENTURE LLC	1	15,000	0.57%	0.57%
59	189100	STROMBERG ROBERT C & MARY D	1	45,000	1.70%	1.70%

**BUSINESS IMPROVEMENT DISTRICT
RENEWAL BALLOT PROCEEDINGS
Resolution #10278 - Exhibit "A"**

	PARCEL NO.	PROPERTY OWNER	PETITION/BALLOT PROCESS			
			2018 Ballots Yes(1)/No(2)	TOTAL SQ.FT.	Footprint %	Percentage Needed \geq 60%
60	189150	MURPHY REAL ESTATE LLC	1	7,500	0.28%	0.28%
61	189200	KISER PROPERTIES LLC		7,500	0.28%	0.00%
62	189250	SPENCER TIMOTHY W		3,750	0.14%	0.00%
63	189300	NORDRUM ORVILLE M & JOSEPHINE A	1	3,750	0.14%	0.14%
64	189350	HARRIS DORIS J	1	3,750	0.14%	0.14%
65	189400	HAUGEN LESLIE N & V ARLENE		3,750	0.14%	0.00%
66	189450	SPENCER TIMOTHY		7,500	0.28%	0.00%
67	189500	CENTER FOR MENTAL HEALTH INC OF GF MT	1	15,000	0.57%	0.57%
68	189550	CENTER FOR MENTAL HEALTH INC OF GF MT	1	7,500	0.28%	0.28%
69	189700	FLY AWAY LLC	1	15,000	0.57%	0.57%
70	189750	SCHUBARTH SANDRA	1	7,500	0.28%	0.28%
71	189800	NOISHT PROPERTIES LLC	1	7,500	0.28%	0.28%
72	189850	HEISHMAN CARL D ETAL	1	7,500	0.28%	0.28%
73	189900	ELMORE ROBERTS LLC	1	15,000	0.57%	0.57%
74	190000	WVH ENTERPRISES LLC		566	0.02%	0.00%
75	190050	KEILMAN & TRUNKLE ENTERPRISES LLC	1	5,535	0.21%	0.21%
76	190150	ELMORE ROBERTS LLC	1	7,500	0.28%	0.28%
77	190200	ELMORE ROBERTS LLC	1	7,500	0.28%	0.28%
78	190250	CENTER FOR MENTAL HEALTH	1	7,500	0.28%	0.28%
79	190350	MADILL JASON C & TAMARA L	1	67,500	2.55%	2.55%
80	190450	MONTANA LANDWORKS LLC		7,500	0.28%	0.00%
81	190500	GREAT FALLS CENTRAL LLC	1	3,750	0.14%	0.14%
82	190550	HICKS ENDEAVORS	1	11,250	0.43%	0.43%
83	190600	M & L RENTALS LLC	1	7,500	0.28%	0.28%
84	190650	SEMANSKY JOHN S & LISA SWAN		3,750	0.14%	0.00%
85	190700	WONG MING & SU		3,750	0.14%	0.00%
86	190800	FIRST BUILDING CORPORATION	1	22,500	0.85%	0.85%
87	190950	ATLANTIC FINANCIAL GROUP LTD	1	-	0.00%	0.00%
88	191050	ALLEY STEPHEN J	1	15,000	0.57%	0.57%
89	191100	WHITE BELLY PROPERTIES LLC	1	7,492	0.28%	0.28%
90	191150	JOVICK LEPARD LLC	2	7,500	0.28%	0.00%
91	191200	CITY OF GREAT FALLS	1	37,520	1.42%	1.42%
92	191300	FIRST NATIONAL BANK	1	15,000	0.57%	0.57%
93	191400	RICHARDS PHILLIP	1	15,000	0.57%	0.57%
94	191450	TOVSON LLC	1	7,500	0.28%	0.28%
95	191500	JJS WORLD ENTERPRISES LLC		30,000	1.14%	0.00%
96	191550	FIRST NATIONAL BANK	1	52,500	1.99%	1.99%
97	191600	MONTANA INSTITUTE OF FAMILY LIVING	1	22,500	0.85%	0.85%
98	191700	MURPHY REAL ESTATE LLC	1	18,750	0.71%	0.71%
99	191750	MURPHY TIMOTHY M & DEBORAH S	1	11,250	0.43%	0.43%
100	191850	CITY OF GREAT FALLS	1	15,006	0.57%	0.57%
101	191950	MONTANA INSTITUTE OF FAMILY LIVING	1	15,000	0.57%	0.57%
102	192000	CITY OF GREAT FALLS	1	22,500	0.85%	0.85%
103	192100	BLANKENSHIP BOBBI	1	15,333	0.58%	0.58%
104	192150	GLACIER STATE ELECTRIC SUPPLY COMPANY	1	11,250	0.43%	0.43%
105	192200	ARVON BLOCK DEVELOPMENT VENTURE LLC	1	11,237	0.43%	0.43%
106	192300	MURPHY REAL ESTATE LLC	1	15,000	0.57%	0.57%
107	192350	WEIGAND JOHN W & PEGGY LOU ETAL	1	15,000	0.57%	0.57%
108	192450	JENNINGS LAND LIMITED PARTNERSHIP	1	7,500	0.28%	0.28%
109	192500	BAROCH SUSAN M ETAL	1	20,016	0.76%	0.76%
110	192700	MURPHY REAL ESTATE LLC	1	46,241	1.75%	1.75%
111	192850	MURPHY REAL ESTATE LLC	1	6,229	0.24%	0.24%
112	192950	LAWYERS GUNS & MONEY LLC	1	9,017	0.34%	0.34%
113	193050	CTA BUILDING LLP	1	12,606	0.48%	0.48%
114	193100	CTA BUILDING LLP ETAL	1	1,800	0.07%	0.07%
115	193150	KELMAN ZOLLIE ETAL	1	14,100	0.53%	0.53%
116	193200	KELMAN ZOLLIE ETAL	1	15,000	0.57%	0.57%
117	193250	GERANIOS NICHOLAS	1	7,500	0.28%	0.28%
118	193300	ROTHSCHILLER VERNON	1	7,500	0.28%	0.28%

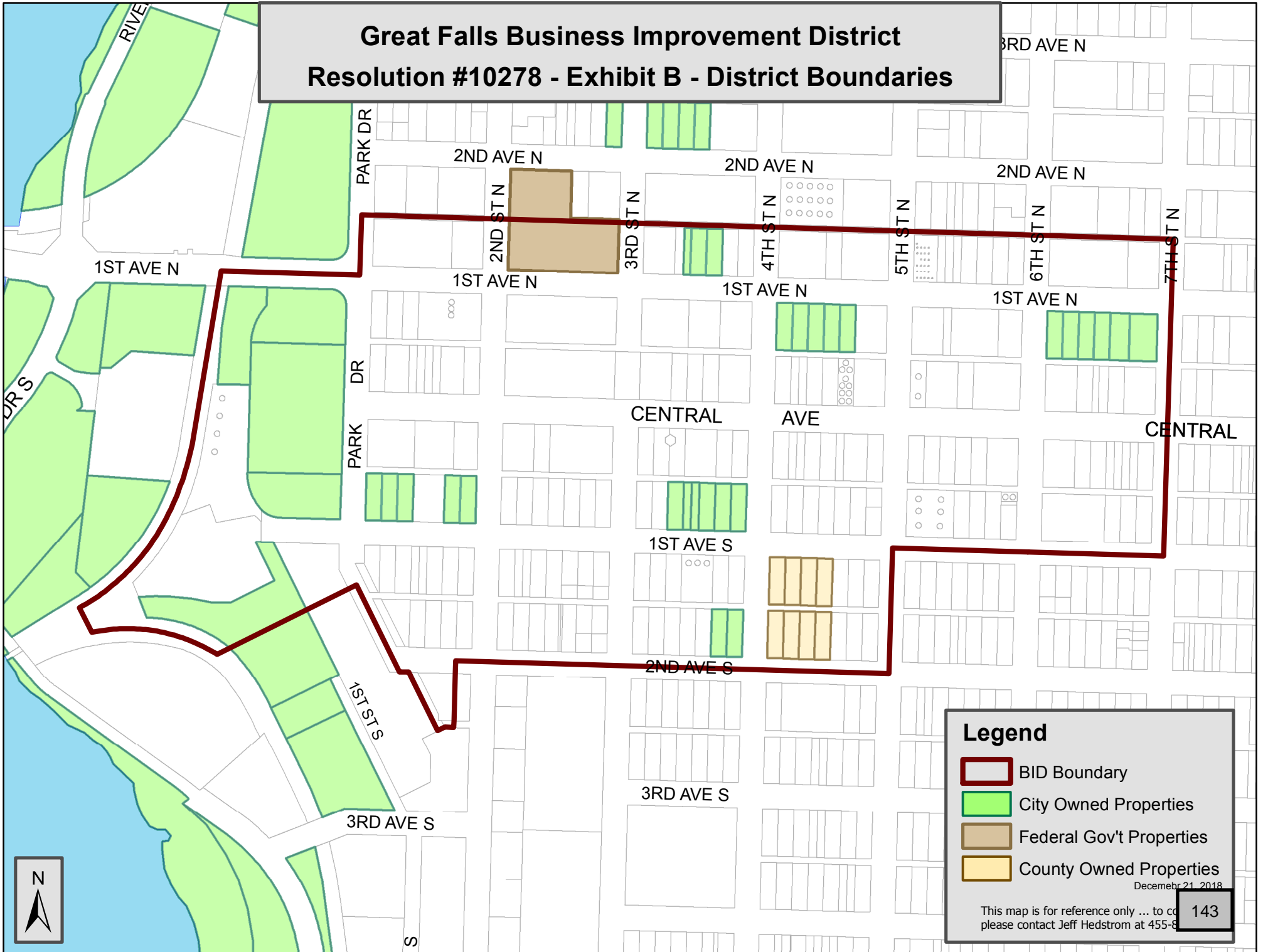
**BUSINESS IMPROVEMENT DISTRICT
RENEWAL BALLOT PROCEEDINGS
Resolution #10278 - Exhibit "A"**

	PARCEL NO.	PROPERTY OWNER	PETITION/BALLOT PROCESS			
			2018 Ballots Yes(1)/No(2)	TOTAL SQ.FT.	Footprint %	Percentage Needed ≥ 60%
119	193350	FERRIN WILLIAM E & MARY SUZANNE TRUST	1	7,500	0.28%	0.28%
120	193450	GREAT FALLS TRANSIT DISTRICT	1	15,000	0.57%	0.57%
121	193500	CITY OF GREAT FALLS	1	15,024	0.57%	0.57%
122	193550	GREAT FALLS RESCUE MISSION	1	15,000	0.57%	0.57%
123	193650	FERRIN WILLIAM E & MARY SUZANNE TRUST	1	7,500	0.28%	0.28%
124	193700	GERANIOS NICHOLAS	1	15,000	0.57%	0.57%
125	193900	NEIGHBORHOOD HOUSING SERVICES INC	1	7,500	0.28%	0.28%
126	193950	PLACID RENTALS LLC		15,000	0.57%	0.00%
127	194000	CITY OF GREAT FALLS	1	22,500	0.85%	0.85%
128	194100	CASCADE COUNTY ETAL	1	60,000	2.27%	2.27%
129	224650	PORTNEY ABBY KELMAN		19,483	0.74%	0.00%
130	616200	STAM TODD R	1	10,900	0.41%	0.41%
131	616205	STAM TODD R ETAL	1	574	0.02%	0.02%
132	616210	FRANK-PLUMLEE KAREN V & ROBERT P	1	450	0.02%	0.02%
133	616215	HAGAN ROGER A	1	308	0.01%	0.01%
134	616220	ROBERTS AARON P		291	0.01%	0.00%
135	616225	WORKMAN THOMAS R		500	0.02%	0.00%
136	616230	JOHNSTON JOHN T & ANGELA L		476	0.02%	0.00%
137	616235	ROY RUSSEL E & GWEN E		469	0.02%	0.00%
138	616240	TAMCKE JANET A ETAL		268	0.01%	0.00%
139	616245	KUBAS HEATHER	1	416	0.02%	0.02%
140	616250	STAM TODD R	1	608	0.02%	0.02%
141	616255	STAM TODD R	1	311	0.01%	0.01%
142	616260	STAM TODD R	1	441	0.02%	0.02%
143	616265	STAM TODD R	1	444	0.02%	0.02%
144	616270	SICK PROPERTIES LLC		574	0.02%	0.00%
145	616275	UNDERWOOD JASON M		450	0.02%	0.00%
146	616280	DIAMOND R ELAINE ETAL	2	549	0.02%	0.00%
147	616285	BILBRAY-KOHN NOAH B & ERIN K	1	444	0.02%	0.02%
148	616290	YEON JENEE S	2	417	0.02%	0.00%
149	616295	ROBERTS DUSTIN E		509	0.02%	0.00%
150	616300	SUK JONG HOON		416	0.02%	0.00%
151	616305	QUINN SUSAN E	1	549	0.02%	0.02%
152	616310	EULTGEN DARREN & CINDY	1	444	0.02%	0.02%
153	616315	EULTGEN DARREN & DINCY	1	417	0.02%	0.02%
154	616320	BURGAN VALERIE	1	509	0.02%	0.02%
155	616325	FITLE DEREK J	1	416	0.02%	0.02%
156	617100	WILLIAMS DONALD E TRUST ETAL	1	6,665	0.25%	0.25%
157	617101	501 PLAZA CONDO	1	6,980	0.26%	0.26%
158	617150	WARD KRAIG ALLAN		871	0.03%	0.00%
159	620650	WADSWORTH SHANNON		3,615	0.14%	0.00%
160	620660	WILSON TOM	2	4,574	0.17%	0.00%
161	620670	QHG LLP	2	6,839	0.26%	0.00%
162	628625	SEIDLITZ JOHN E JR & PAMELA		713	0.03%	0.00%
163	628630	CORDEIRO, CHRIS A		713	0.03%	0.00%
164	647400	A&E RENTALS LLC		10,336	0.39%	0.00%
165	647402	UAZ BUILDING PARTNERSHIP	1	4,386	0.17%	0.17%
166	647404	RAILROAD SQUARE LLC		11,903	0.45%	0.00%
167	647406	UAZ BUILDING PARTNERSHIP	1	4,699	0.18%	0.18%
168	650000	MARTIN SCHULKE & ST JOHN LLP	1	29,250	1.11%	1.11%
169	650100	MARTIN SCHULKE & ST JOHN LLP	1	10,000	0.38%	0.38%
170	650200	MARTIN SCHULKE & ST JOHN LLP	1	10,000	0.38%	0.38%
171	650300	MARTIN SCHULKE & ST JOHN LLP	1	10,000	0.38%	0.38%
172	651010	MEYER KATTIE & KIRKLEN A	1	936	0.04%	0.04%
173	651020	MONTCARE INC		588	0.02%	0.00%
174	651030	CONNER DENNIS & JANIS	1	542	0.02%	0.02%
175	651040	ROCKET CLONE LLC	1	560	0.02%	0.02%
176	651050	SUTTON DANNIE R SR		596	0.02%	0.00%
177	651090	BIALECKI ROBERT	1	1,430	0.05%	0.05%

**BUSINESS IMPROVEMENT DISTRICT
RENEWAL BALLOT PROCEEDINGS
Resolution #10278 - Exhibit "A"**

	PARCEL NO.	PROPERTY OWNER	PETITION/BALLOT PROCESS			
			2018 Ballots Yes(1)/No(2)	TOTAL SQ.FT.	Footprint %	Percentage Needed \geq 60%
178	651100	OLSON KENNETH R ETAL	1	1,424	0.05%	0.05%
179	651115	MARR LIVING TRUST	1	474	0.02%	0.02%
180	651120	MCCURRY BEATRICE C	1	474	0.02%	0.02%
181	651125	SALONEN WILLIAM W & SUSAN L	1	474	0.02%	0.02%
182	651500	KATHRYN BUILDING INC	1	21,000	0.79%	0.79%
183	651501	L'HEUREUX PAGE WERNER PC	1	7,601	0.29%	0.29%
184	651502	MONTANA HOMEOWNERSHIP NETWORK INC	1	1,668	0.06%	0.06%
185	651503	SILVERTIP LLC	1	2,224	0.08%	0.08%
186	651504	NEIGHBORHOOD HOUSING SERVICES INC	1	1,112	0.04%	0.04%
187	651505	NEIGHBORHOOD HOUSING SERVICES INC	1	2,966	0.11%	0.11%
188	651506	DANSON DEVELOPMENT ETAL	1	2,966	0.11%	0.11%
189	1886100	CITY OF GREAT FALLS	1	210,028	7.95%	7.95%
190	1887600	CITY OF GREAT FALLS	1	119,270	4.51%	4.51%
191	1888300	ENERGY WEST MONTANA INC	1	91,000	3.44%	3.44%
192	1888304	CITY OF GREAT FALLS	1	33,347	1.26%	1.26%
193	1888310	MCMANUS PROPERTIES LLC	1	31,363	1.19%	1.19%
194	1921200	NORTHWESTERN CORP TRANSMISSION & DISTR	1	26,250	0.99%	0.99%
195	1921700	QWEST CORPORATION		30,000	1.14%	0.00%
				2,641,913	100%	82.75%

Great Falls Business Improvement District Resolution #10278 - Exhibit B - District Boundaries



Legend

- BID Boundary
- City Owned Properties
- Federal Gov't Properties
- County Owned Properties

December 21, 2018

This map is for reference only ... to
please contact Jeff Hedstrom at 455-8

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**BUSINESS IMPROVEMENT DISTRICT
LIST OF PROPERTY OWNERS WITHIN THE DISTRICT
RESOLUTION #10278 - EXHIBIT "C"**

Parcel#	Property Owner	Subdivision	Lot	Block	Property Address
1	0000156750 CHS INC	GFO	7 - 9	306	625 1ST AVE N
2	0000156950 SEVENS PRIME LLC	GFO	10 - 14	306	601 1ST AVE N
3	0000157400 COX DOUGLAS J & KENT D	GFO	8	307	527 1ST AVE N
4	0000157450 517 LLC	GFO	9 - 10	307	517 1ST AVE N
5	0000157500 RYSTED PETE	GFO	Lot 11 & E/2 Lot 12	307	515 1ST AVE N
6	0000157600 KUNZ JASON R	GFO	W1/2 of Lot 12	307	509 1ST AVE N
7	0000157650 BRANDENBERGER NED R & JENNIFER	GFO	E1/2 Lot 13	307	507 1ST AVE N
8	0000157750 EASTER SEALS GOODWILL N ROCKY MTN INC	GFO	5 - 10	308	425 1ST AVE N
9	0000157810 EASTERSEALS-GOODWILL N ROCKY MTN INC	GFO	11	308	415 1ST AVE N
10	0000157850 MOUNTAIN STATES TELEPHONE & TELEGRAPH CO	GFO	12 - 14	308	401 1ST AVE N
11	0000158100 THE PENNANT BUILDING LLC	GFO	8	309	104 4TH ST N
12	0000158150 HANSON MICHAEL	GFO	9	309	321 1ST AVE N
13	0000158200 CITY OF GREAT FALLS	GFO	E22' OF LOT 10 - 11 - 12	309	315 1ST AVE N
14	0000158250 SULLIVAN JOSEPH M	GFO	W28' of Lot 12	309	309 1ST AVE N
15	0000158300 DSB TOWER LLC	GFO	13 - 14	309	301 1ST AVE N
16	0000158350 UNITED STATES OF AMERICA	GFO	1 - 3 & W 45.09' OF 4 & LOTS 8 - 14	310	215 1ST AVE N
17	0000158950 TIGER SPRING PROPERTIES	GFO	8 - 9	311	119 1ST AVE N
18	0000159150 CAMBRIDGE INVESTORS ONE LP	GFO	10 - 14	311	101 1ST AVE N
19	0000159225 BUCHANAN-BYRNE BUILDING PARTNERSHIP	GFO	1 - 3	312	100 1ST AVE N
20	0000159450 REDEAU NICK & VERONICA	GFO	8	312	127 CENTRAL AVE
21	0000159500 RAMSEY ANN C	GFO	9 & E1/2 Lot 10	312	123 CENTRAL AVE
22	0000159550 BENSLEY MARJORIE M	GFO	W1/2 of Lot 10	312	117 CENTRAL AVE
23	0000159600 BENSLEY MARJORIE M	GFO	E1/2 of Lot 11	312	115 CENTRAL AVE
24	0000159650 BENSLEY MARJORIE	GFO	W1/2 of Lot 11	312	113 CENTRAL AVE
25	0000159700 CONTEXT LLC	GFO	E1/2 of Lot 12	312	111 CENTRAL AVE
26	0000159725 BUCHANAN BYRNE BUILDING PARTNERSHIP	GFO	W1/2 of Lot 12 & All of Lot 13	312	105 CENTRAL AVE
27	0000159735 BUCHANAN-BYRNE BUILDING PARTNERSHIP	GFO	14	312	101 CENTRAL AVE
28	0000159800 RELIGIOUS CONGRATATION OF BERLINER CONG	GFO	1 - 7	313	20 3RD ST N
29	0000159850 DAVIDSON INVESTMENT PARTNERSHIP LLP	GFO	8 - 14, Block 313 & Lots 13-14	314	8 3RD ST N
30	0000160200 DSB TOWER LLC	GFO	1 - 3	314	21 3RD ST N
31	0000160300 EKLUNDS APPLIANCE & TV	GFO	4 - 5	314	312 1ST AVE N
32	0000160450 POBLANO PROPERTIES LLC	GFO	6 - 7	314	18 4TH ST N
33	0000160500 321 ASSOCIATES LLC	GFO	8 - 9	314	321 CENTRAL AVE
34	0000160550 LERAY PROPERTIES LLC	GFO	10	314	317 CENTRAL AVE
35	0000160600 MARSH HOLDINGS LLC	GFO	11	314	313 CENTRAL AVE
36	0000160650 BECKMANS BUILDING LLC	GFO	12	314	309 CENTRAL AVE

**BUSINESS IMPROVEMENT DISTRICT
LIST OF PROPERTY OWNERS WITHIN THE DISTRICT
RESOLUTION #10278 - EXHIBIT "C"**

Parcel#	Property Owner	Subdivision	Lot	Block	Property Address
37	0000160750 CITY OF GREAT FALLS	GFO	1 - 5	315	17 4TH ST N
38	0000160900 STOCKMAN BANK OF MONTANA	GFO	6 -7	315	426 1ST AVE N
39	0000160950 BALTHAZAR ENTERPRISES LLC	GFO	8 -9	315	2 5TH ST N STE 101
40	0000161050 HACKETT GARRY L & CHERYL D	GFO	11	315	413 CENTRAL AVE
41	0000161100 KAUFMAN MARY ANN & IRA M JR	GFO	12	315	411 CENTRAL AVE
42	0000161150 LEE ALAN B	GFO	13A	315	407 CENTRAL AVE
43	0000161200 ENGE RICHARD C	GFO	13B	315	405 CENTRAL AVE
44	0000161250 BIG BROTHERS HOLDING COMPANY LLC	GFO	14	315	403 CENTRAL AVE
45	0000161300 STOCKMAN BANK OF MONTANA	GFO	1 - 2	316	13 5TH ST N
46	0000161450 MASON MARILYN ETAL	GFO	W1/2 Lot 3	316	508 1ST AVE N
47	0000161600 LITTLE WILLIAM L & SHONNA L	GFO	E1/2 3 & 4-5 W1/2 of Lot 6	316	510 1ST AVE N
48	0000161650 SILVER STATE PARTNERS LLC	GFO	6 & E1/2 Lot 7	316	526 1ST AVE N
49	0000161700 MONTANA TIMES SQUARE LLC	GFO	8 - 10	316	525 CENTRAL AVE
50	0000161750 EVERSON HAROLD O & VICKI S	GFO	11	316	513 CENTRAL AVE
51	0000161800 HACKETT GARRY L & CHERYL D	GFO	12 - 13	316	511 CENTRAL AVE
52	0000161950 CITY OF GREAT FALLS	GFO	1 - 6	317	600 1ST AVE N
53	0000162050 JOSCO PROPERTIES INC	GFO	8 - 9	317	621 CENTRAL AVE
54	0000162100 LEMIRE LESLIE	GFO	10	317	617 CENTRAL AVE
55	0000162150 LARSON EDWARD L	GFO	E30' Lot 11	317	615 CENTRAL AVE
56	0000162200 LARSON EDWARD L	GFO	W20' Lot 12	317	613 CENTRAL AVE
57	0000162250 HACKETT GARRY L & CHERYL D	GFO	12	317	609 CENTRAL AVE
58	0000162300 ROCKY MTN BLDG DEVELOPMENT VENTURE LLC	GFO	13 - 14	317	3 6TH ST N
59	0000189100 STROMBERG ROBERT C & MARY D	GFO	1-2 & 11-14	362	600 CENTRAL AVE
60	0000189150 MURPHY REAL ESTATE LLC	GFO	3	362	606 CENTRAL AVE
61	0000189200 KISER PROPERTIES LLC	GFO	4	362	612 CENTRAL AVE
62	0000189250 SPENCER TIMOTHY W	GFO	E1/2 Lot 5	362	618 CENTRAL AVE
63	0000189300 NORDRUM ORVILLE M & JOSEPHINE A	GFO	W1/2 Lot 5	362	616 CENTRAL AVE
64	0000189350 HARRIS DORIS J	GFO	E1/2 Lot 6	362	622 CENTRAL AVE
65	0000189400 HAUGEN LESLIE N & V ARLENE	GFO	W1/2 Lot 6	362	620 CENTRAL AVE
66	0000189450 SPENCER TIMOTHY	GFO	7	362	14 7TH ST S
67	0000189500 CENTER FOR MENTAL HEALTH INC OF GF MT	GFO	8 - 9	362	26 7TH ST S
68	0000189550 CENTER FOR MENTAL HEALTH INC OF GF MT	GFO	10	362	621 1ST AVE S
69	0000189700 FLY AWAY LLC	GFO	1 - 2	363	500 CENTRAL AVE
70	0000189750 SCHUBARTH SANDRA	GFO	3	363	508 CENTRAL AVE
71	0000189800 NOISHT PROPERTIES LLC	GFO	4	363	514 CENTRAL AVE
72	0000189850 HEISHMAN CARL D ETAL	GFO	5	363	518 CENTRAL AVE

**BUSINESS IMPROVEMENT DISTRICT
LIST OF PROPERTY OWNERS WITHIN THE DISTRICT
RESOLUTION #10278 - EXHIBIT "C"**

Parcel#	Property Owner	Subdivision	Lot	Block	Property Address
73	0000189900	ELMORE ROBERTS LLC	GFO 6 - 7	363	6 6TH ST S
74	0000190000	WVH ENTERPRISES LLC	GFO S11.05 of N39.3 of Lot 8 LESS N1' of W13'	363	14 6TH ST S
75	0000190050	KEILMAN & TRUNKLE ENTERPRISES LLC	GFO S1/2 of 8 -S35.7' & N1/2 Lot 8	363	16 6TH ST S
76	0000190150	ELMORE ROBERTS LLC	GFO 9	363	523 1ST AVE S
77	0000190200	ELMORE ROBERTS LLC	GFO 10	363	519 1ST AVE S
78	0000190250	CENTER FOR MENTAL HEALTH	GFO 11	363	513 1ST AVE S
79	0000190350	MADILL JASON C & TAMARA L	GFO 1-3 & 9-14	364	400 CENTRAL AVE
80	0000190450	MONTANA LANDWORKS LLC	GFO 4	364	412 CENTRAL AVE
81	0000190500	GREAT FALLS CENTRAL LLC	GFO W1/2 of Lot 5	364	416 CENTRAL AVE
82	0000190550	HICKS ENDEAVORS	GFO E1/2 Lot 5 & all Lot 6	364	420 CENTRAL AVE
83	0000190600	M & L RENTALS LLC	GFO 7	364	426 CENTRAL AVE
84	0000190650	SEMANSKY JOHN S & LISA SWAN	GFO N1/1 of Lot 8	364	14 5TH ST S
85	0000190700	WONG MING & SU	GFO S1/2 Lot 8	364	24 5TH ST S
86	0000190800	FIRST BUILDING CORPORATION	GFO 1 - 3	365	300 CENTRAL AVE
87	0000190950	ATLANTIC FINANCIAL GROUP LTD	GFO 1 - 3	365	302 CENTRAL AVE
88	0000191050	ALLEY STEPHEN J	GFO 4 -5	365	312 CENTRAL AVE
89	0000191100	WHITE BELLY PROPERTIES LLC	GFO 6	365	320 CENTRAL AVE STE 1
90	0000191150	JOVICK LEPARD LLC	GFO 7	365	324 CENTRAL AVE
91	0000191200	CITY OF GREAT FALLS	GFO 8 - 12	365	315 1ST AVE S
92	0000191300	FIRST NATIONAL BANK	GFO 13-14	365	301 1ST AVE S
93	0000191400	RICHARDS PHILLIP	GFO 1-2	366	200 CENTRAL AVE
94	0000191450	TOVSON LLC	GFO 3	366	208 CENTRAL AVE
95	0000191500	JJS WORLD ENTERPRISES LLC	GFO 4-7	366	220 CENTRAL AVE
96	0000191550	FIRST NATIONAL BANK	GFO 8-14	366	215 1ST AVE S
97	0000191600	MONTANA INSTITUTE OF FAMILY LIVING	GFO 1-3	367	100 CENTRAL AVE
98	0000191700	MURPHY REAL ESTATE LLC	GFO W1/2 Lot 4 & Lot 5	367	112 CENTRAL AVE STE 1
99	0000191750	MURPHY TIMOTHY M & DEBORAH S	GFO E1/2 Lot 6 & Lot 7	367	122 CENTRAL AVE
100	0000191850	CITY OF GREAT FALLS	GFO 8 - 9	367	125 1ST AVE S
101	0000191950	MONTANA INSTITUTE OF FAMILY LIVING	GFO 10-11	367	117 1ST AVE S
102	0000192000	CITY OF GREAT FALLS	GFO 12 - 14	367	101 1ST AVE S
103	0000192100	BLANKENSHIP BOBBI	GFO 1-2AA	368	106 1ST AVE S
104	0000192150	GLACIER STATE ELECTRIC SUPPLY COMPANY	GFO Lot 3 & W1/2 Lot 4	368	112 1ST AVE S
105	0000192200	ARVON BLOCK DEVELOPMENT VENTURE LLC	GFO E1/2 Lot 4 - All of Lot 5	368	116 1ST AVE S
106	0000192300	MURPHY REAL ESTATE LLC	GFO 6-7	368	124 1ST AVE S STE 17
107	0000192350	WEIGAND JOHN W & PEGGY LOU ETAL	GFO 8-9	368	110 2ND ST S
108	0000192450	JENNINGS LAND LIMITED PARTNERSHIP	GFO 10	368	115 2ND AVE S

**BUSINESS IMPROVEMENT DISTRICT
LIST OF PROPERTY OWNERS WITHIN THE DISTRICT
RESOLUTION #10278 - EXHIBIT "C"**

Parcel#	Property Owner	Subdivision	Lot	Block	Property Address
			Lots 11-12, Blk 368 and TWN: 20 SCT: 12		
109	0000192500	OIDHREACT PROPERTIES LLC	GFO	368	117 PARK DR S
110	0000192700	MURPHY REAL ESTATE LLC	GFO	369	212 1ST AVE S
111	0000192850	MURPHY REAL ESTATE LLC	GFO	369	110 3RD ST S
112	0000192950	LAWYERS GUNS & MONEY LLC	GFO	369	114 3RD ST S
113	0000193050	CTA BUILDING LLP	GFO	369	219 2ND AVE S
114	0000193100	OAGR ENTERPRISES LLC	GFO	369	
115	0000193150	KELMAN ZOLLIE ETAL	GFO	369	215 2ND AVE S
116	0000193200	KELMAN ZOLLIE ETAL	GFO	369	201 2ND AVE S
117	0000193250	GERANIOS NICHOLAS	GFO	370	300 1ST AVE S
118	0000193300	ROTHSCHILLER VERNON	GFO	370	306 1ST AVE S
119	0000193350	FERRIN WILLIAM E & MARY SUZANNE TRUST	GFO	370	308 1ST AVE S
120	0000193450	GREAT FALLS TRANSIT DISTRICT	GFO	370	326 1ST AVE S STE 1
121	0000193500	CITY OF GREAT FALLS	GFO	370	321 2ND AVE S
122	0000193550	GREAT FALLS RESCUE MISSION	GFO	370	317 2ND AVE S
123	0000193650	FERRIN WILLIAM E & MARY SUZANNE TRUST	GFO	370	311 2ND AVE S
124	0000193700	GERANIOS NICHOLAS	GFO	370	301 2ND AVE S
125	0000193900	NEIGHBORHOOD HOUSING SERVICES INC	GFO	371	416 1ST AVE S
126	0000193950	PLACID RENTALS LLC	GFO	371	108 5TH ST S
127	0000194000	CITY OF GREAT FALLS	GFO	371	409 2ND AVE S
128	0000194100	CASCADE COUNTY ETAL	GFO	371	115 4TH ST S
129	0000224650	PORTNEY ABBY KELMAN	GFO	417	206 2ND ST S
130	0000616200	STAM TODD R	503	307	503 1ST AVE N
131	0000616205	STAM TODD R	503		503 1ST AVE N UNIT 101
132	0000616210	FRANK-PLUMLEE KAREN V & ROBERT P	503		503 1ST AVE N UNIT 301
133	0000616215	HAGAN ROGER A	503		503 1ST AVE N UNIT 401
134	0000616220	ROBERTS AARON P	503		503 1ST AVE N UNIT 402
135	0000616225	WORKMAN THOMAS R	503		503 1ST AVE N UNIT 403
136	0000616230	JOHNSTON JOHN T & ANGELA L	503		503 1ST AVE N UNIT 404
137	0000616235	ROY RUSSEL E & GWEN E	503		503 1ST AVE N UNIT 405
138	0000616240	TAMCKE JANET A ETAL	503		503 1ST AVE N UNIT 406
139	0000616245	KUBAS HEATHER	503		503 1ST AVE N UNIT 407
140	0000616250	STAM TODD R	503		503 1ST AVE N UNIT 103
141	0000616255	STAM TODD R	503		503 1ST AVE N UNIT 105
142	0000616260	STAM TODD R	503		503 1ST AVE N UNIT 107
143	0000616265	STAM TODD R	503		503 1ST AVE N UNIT 109

**BUSINESS IMPROVEMENT DISTRICT
LIST OF PROPERTY OWNERS WITHIN THE DISTRICT
RESOLUTION #10278 - EXHIBIT "C"**

Parcel#	Property Owner	Subdivision	Lot	Block	Property Address
144	0000616270 SICK PROPERTIES LLC	503	UNIT 111		111 5TH ST N
145	0000616275 UNDERWOOD JASON M	503	UNIT 201		503 1ST AVE N UNIT 201
146	0000616280 DIAMOND R ELAINE ETAL	503	UNIT 202		503 1ST AVE N UNIT 202
147	0000616285 BILBRAY-KOHN NOAH B & ERIN K	503	UNIT 203		503 1ST AVE N UNIT 203
148	0000616290 YEON JENEE S	503	UNIT 204		503 1ST AVE N UNIT 204
149	0000616295 ROBERTS DUSTIN E	503	UNIT 205		503 1ST AVE N UNIT 205
150	0000616300 SUK JONG HOON	503	UNIT 206		503 1ST AVE N UNIT 206
151	0000616305 QUINN SUSAN E	503	UNIT 302		503 1ST AVE N UNIT 302
152	0000616310 EULTGEN DARREN & CINDY	503	UNIT 303		503 1ST AVE N UNIT 303
153	0000616315 EULTGEN DARREN & CINDY	503	UNIT 304		503 1ST AVE N UNIT 304
154	0000616320 BURGAN VALERIE G	503	UNIT 305		503 1ST AVE N UNIT 305
155	0000616325 FITLE DEREK J	503	UNIT 306		503 1ST AVE N UNIT 306
156	0000617100 WILLIAMS DONALD E TRUST ETAL	FP1	UNIT A		11 5TH ST N
157	0000617101 501 PLAZA CONDO	FP1	501 PLAZA CONDO		501 CENTRAL AVE
158	0000617150 WARD KRAIG ALLAN	FP1	UNIT B		1 5TH ST N
159	0000620650 WADSWORTH SHANNON	CAP	A		312 1ST AVE S
160	0000620660 WILSON TOM	CAP	B		316 1ST AVE S
161	0000620670 QHG LLP	CAP	C		318 1ST AVE S STE B
162	0000628625 SEIDLITZ JOHN E JR ETAL	HBC	UNIT 1A		12 6TH ST S STE 1
163	0000628630 CORDEIRO CHRIS A	HBC	UNIT 2A		12 6TH ST S STE 2
164	0000647400 A&E RENTALS LLC	EBC	UNIT A		2 RAILROAD SQ STE A
165	0000647402 UAZ BUILDING PARTNERSHIP	EBC	UNIT B		2 RAILROAD SQ STE B
166	0000647404 RAILROAD SQUARE LLC	EBC	UNIT C		2 RAILROAD SQ STE C
167	0000647406 UAZ BUILDING PARTNERSHIP	EBC	UNIT D		2 RAILROAD SQ STE D
168	0000650000 MARTIN SCHULKE & ST JOHN LLP	HBB	HERTIAGE BANK BUILDING		
169	0000650100 MARTIN SCHULKE & ST JOHN LLP	HBB	UNIT A		120 1ST AVE N STE A
170	0000650200 MARTIN SCHULKE & ST JOHN LLP	HBB	UNIT A1		120 1ST AVE N STE A1
171	0000650300 MARTIN SCHULKE & ST JOHN LLP	HBB	UNIT B		120 1ST AVE N STE B
172	0000651010 MEYER KATTIE & KIRKLEN A	JHC	UNIT 1A		417 CENTRAL AVE STE 101
173	0000651020 MONTCARE INC	JHC	UNIT M1B		417 CENTRAL AVE STE 100
174	0000651030 CONNER DENNIS & JANIS	JHC	UNIT 1C		419 CENTRAL AVE STE 102
175	0000651040 ROCKET CLONE LLC	JHC	UNIT 2A		417 CENTRAL AVE STE 201
176	0000651050 SUTTON DANNIE R SR	JHC	UNIT 2B		417 CENTRAL AVE STE 202
177	0000651090 BIALECKI ROBERT	JHC	UNIT 3A		417 CENTRAL AVE STE 301
178	0000651100 OLSON KENNETH R ETAL	JHC	UNIT 4A		417 CENTRAL AVE STE 400
179	0000651115 MARR LIVING TRUST	LJC	UNIT 501		417 CENTRAL AVE STE 501

**BUSINESS IMPROVEMENT DISTRICT
LIST OF PROPERTY OWNERS WITHIN THE DISTRICT
RESOLUTION #10278 - EXHIBIT "C"**

Parcel#	Property Owner	Subdivision	Lot	Block	Property Address
180	0000651120 MCCURRY BEATRICE C	LJC	UNIT 502		417 CENTRAL AVE STE 502
181	0000651125 SALONEN WILLIAM W & SUSAN L	LJC	UNIT 503		417 CENTRAL AVE STE 503
182	0000651500 KATHRYN BUILDING INC	KAT	KATHRYN BUILDING CONDO		
183	0000651501 L'HEUREUX PAGE WERNER PC	KAT	UNIT 1		15 5TH ST S
184	0000651502 MONTANA HOMEOWNERSHIP NETWORK INC	KAT	UNIT 2		17 5TH ST S
185	0000651503 SILVERTIP LLC	KAT	UNIT 3		501 1ST AVE S
186	0000651504 NEIGHBORHOOD HOUSING SERVICES INC	KAT	UNIT 4		505 1ST AVE S
187	0000651505 NEIGHBORHOOD HOUSING SERVICES INC	KAT	UNIT 5		509 1ST AVE S
188	0000651506 DANSON DEVELOPMENT ETAL	KAT	UNIT 6		
189	0001886100 CITY OF GREAT FALLS		IN NENE, SENE, PARK-WHITTIER/MARGARET		CIVIC CENTER
190	0001887600 CITY OF GREAT FALLS		IN SENE MARK 22A		POLICE DEPARTMENT
191	0001888300 ENERGY WEST MONTANA INC		TWN: 20 SCT: 11 RNG: 3E IN NE/4 S11,T20N,R3E Mark: 22H		1 1ST AVE S
192	0001888304 CITY OF GREAT FALLS		IN SENENE S11 T20N R3E Mark: 22J		22 RAILROAD SQ
193	0001888310 MCMANUS PROPERTIES LLC		TWN: 20 SCT: 11 RNG: 3E IN NE/4 Mark: 22K		100 PARK DR S
194	0001921200 NORTHWESTERN CORP TRANSMISSION & DISTR		UTILITY PROPERTY IN TRAN-TAX INCR- SPECIAL		
195	0001921700 CENTURYLINK INC		UTILITY PROPERTY IN TRANS-TAX INCREMENT		401 1ST AVE N

LEGAL NOTICE

EXHIBIT "D"

NOTICE IS HEREBY GIVEN that on the 15th day of January, 2019 the City Commission of the City of Great Falls, Montana adopted Resolution 10278 entitled:

A RESOLUTION DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO RE-CREATE THE BUSINESS IMPROVEMENT DISTRICT IN THE CITY OF GREAT FALLS, MONTANA

Resolution No. 10278 is on file in the office of the City Clerk, (406) 455-8451, Civic Center, 2 Park Drive, Great Falls, Montana, to which reference is hereby made for a full description of the boundaries of said district.

The City Commission of the City of Great Falls, Montana, has determined that this purpose is to maintain, beautify, and stimulate development in Great Falls' historic downtown district and to provide special benefits to the properties located within the boundaries of said district.

The City Commission of the City of Great Falls, Montana, will be in session on the 19th day of February, 2019 at 7:00 pm, in the Commission Chambers, Civic Center, 2 Park Drive, Great Falls, Montana, at which time and place the City Commission will hear objections to the intent to re-create said Business Improvement District. Any person or persons, who are owners of any property within said Business Improvement District, who shall, within 15 days after the first publication of this notice have delivered to the City Clerk of the City of Great Falls, a protest in writing against the proposed re-creation of said Business Improvement District, shall have the right to appear at said meeting in person or by counsel, and show cause, if any there be, why such an improvement district should not be re-created.

Publication Date: January 18, 2019 and January 25, 2019.