

**RESOLUTION NO. R22-05**

**RESOLUTION OF THE CITY COUNCIL APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE GL DEVELOPMENT LLC, THE LAUREL DEPOT LLLP, AND THE CITY FOR THE DEVELOPMENT AND CONSTRUCTION OF LOW INCOME HOUSING TO BE LOCATED WITHIN THE CITY OF LAUREL.**

WHEREAS, representatives from the GL Development LLC, the Laurel Depot LLLP, and the City of Laurel hereinafter ("Parties") negotiated a Development Agreement that contains the terms and conditions required by the City for the development and construction of twenty-four apartments to be utilized for low-income housing for eligible and qualified residents; and

WHEREAS, the Development Agreement provides the duties, responsibilities, and requirements for all Parties' including, but not limited to, water, sewer, wastewater, street construction and improvements, and parking for the proposed development; and

WHEREAS, the Parties negotiated and prepared the attached Development Agreement that now requires the approval of the City Council since the Development Agreement, once approved, shall constitute a final, valid and enforceable agreement between the Parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana that the attached Development Agreement is hereby approved and that the Mayor and appropriate staff are hereby authorized to sign the Development Agreement on the City's behalf and take whatever steps required for perfection of the City's interest under the Development Agreement.

Introduced at a regular meeting of the City Council on January 25, 2022, by Council Member Klose.

PASSED and APPROVED by the City Council of the City of Laurel this 25<sup>th</sup> day of January 2022.

APPROVED by the Mayor this 25<sup>th</sup> day of January 2022.

CITY OF LAUREL

  
Dave Waggoner, Mayor

ATTEST:

  
Bethany Langve, Clerk-Treasurer

Approved as to form:

  
Sam S. Painter, Civil City Attorney

Return to:

Laurel Depot LLLP  
c/ GL Development, LLC  
4799 Echo Drive  
Helena, MT 59602

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** is made this 25<sup>th</sup> day of January, 2022, by and between GL Development, LLC, a Montana limited liability company, 4799 Echo Dr. Helena, MT 59602, hereinafter referred to as "DEVELOPER," Laurel Depot LLLP, a Montana limited liability limited partnership, 4799 Echo Dr. Helena, MT 59602, "OWNER", and the CITY OF LAUREL, MONTANA, a municipal corporation, c/o City Hall, 115 West 1<sup>st</sup> Street, Laurel, Montana, 59044, hereinafter referred to as the "CITY."

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

LEGAL DESCRIPTION: according to the official plat on file and of record in the office of the Clerk and Recorder of said County, hereinafter referred to as "Developer Tract" as well as all adjacent public right-of-way.

Tract 1A of Amended Certificate of Survey No. 3785. Located in the SE ¼ of the SE ¼ of Section 8, Township 02 South, Range 23 East, P.M.M.

**WHEREAS**, CITY has approved the Petition for Annexation by Resolution No.    R17-14 for the Developer Tract. Approval of an amended Certificate of Survey and the issuance of building permits is contingent upon the execution of this Development Agreement executed by and between CITY, OWNER and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

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

1. Development Summary. The Development consists of the new construction of 24 apartments for low-income residents consisting of four 1-story buildings with associated site improvements, including parking, driveways, sidewalks and landscaping.
2. Variiances. The following proposed code variances are hereby consented to and approved by the City: 1) [17.16.020] At future extension of W. 2<sup>nd</sup> Street

along the south property line, reduction of Side-Adjacent-to-Street setback for residential district RMF from 20-feet to 13-feet. 2) [17.16.020] Reduction of minimum required district size from 2.07 acres to 1.946 acres due to the granting of 0.413 acres of the parcel to City of Laurel as Right-of-Way at 3<sup>rd</sup> Street, 8<sup>th</sup> Avenue and W. 2<sup>nd</sup> Street edges of the parcel. 3) [17.08.800] Reduction in width of standard parking space from 10-feet in width to 9-feet in width. 4) [17.40.090-A-2] Reduction in off-street required parking from 1.5 spaces per unit to 1.42 spaces per unit since it is anticipated that four residents will be non-driving or will only own one vehicle and to provide for additional accessible parking spaces beyond the minimum required number accessible spaces.

3. Roads and Access. The Developer Tract shall be accessible by access from 8<sup>th</sup> Avenue from two new approaches constructed to City of Laurel standard design. The Developer shall install curb, gutter, sidewalk and roadway along the northern boundary of the property along W. 3<sup>rd</sup> Street.
4. Sanitary Sewer. The Developer Tract shall be served by the City wastewater system. Each building will have an independent connection to sanitary sewer mains located in W. 3<sup>rd</sup> Street and 8<sup>th</sup> Avenue. The Sanitary Sewer system design must be reviewed and approved by the City of Laurel and the Department of Environmental Quality, if applicable.
5. Water. The Developer Tract shall be served by the City water system. The project is served by central meter room feed from the water main located in 8<sup>th</sup> Avenue. Separate piping for domestic water and fire service is being provided. The project is served by a single water meter as water will be included in tenant's rent. The Water system design must be reviewed and approved by the City of Laurel and the Department of Environmental Quality, if applicable.
6. Storm Drain. The surface storm water and roof drains will surface-drain to two shallow surface detention ponds; and surface storm water and roof drains will connect directly to buried storm piping sloping to a buried storm water detention structure consisting of a lined buried boulder absorption pit with a controlled overflow outlet to the City storm main located in 8<sup>th</sup> Avenue. The Stormwater system design must be reviewed and approved by the City of Laurel and the Department of Environmental Quality, if applicable.
7. Rights-of-Way. The Development includes the dedication of R.O.W to the City of Laurel including 0.176 acres at 3<sup>rd</sup> Street at the north property line, 0.031 acres at 8<sup>th</sup> Avenue at the east property line, and 0.206 acres at the south property line for a future west extension of W. 2<sup>nd</sup> Street.

8. Zoning. The Property is zoned Residential Multi-Family (RMF).
9. Compliance. Except as set forth in Section 2 above, nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
10. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
11. Attorney's Fees. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
12. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

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

“DEVELOPER”

GL DEVELOPMENT, LLC

\_\_\_\_\_  
By: Eugene Leuwer

Title: Manager

STATE OF MONTANA     )  
  :SS  
County of Lewis and Clark    )

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

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

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

“OWNER”

LAUREL DEPOT LLLP  
a Montana limited liability limited partnership

By: Echo Development 2019 LLC,  
a Montana limited liability company,  
its General Partner

By:

\_\_\_\_\_  
Eugene Leuwer, its Manager

STATE OF MONTANA     )  
  :SS  
County of Lewis and Clark    )

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

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

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

This Agreement is hereby approved and accepted by City of Laurel, this 25 day of January, 2022

“CITY”

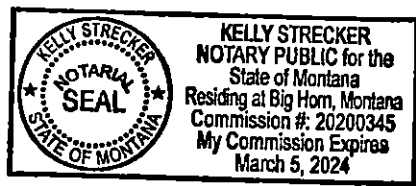
CITY OF LAUREL, MONTANA

By: David Wagoner  
Mayor

Attest: Bethany Langue  
City Clerk

STATE OF MONTANA     )  
  :SS  
County of Yellowstone    )

On this 26<sup>th</sup> day of January, 2022, before me, a Notary Public for the State of Montana, personally appeared David Wagoner, and Bethany Langue, known to me to be the Mayor and City Clerk, respectively, of the City of Laurel, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Laurel, Montana.



Kelly Strecker  
Notary Public in and for the State of Montana  
Printed name: Kelly Strecker  
Residing at: Big Horn MT  
My commission expires: March 5, 2024

Approved as to Form:

\_\_\_\_\_  
City Attorney