

RESOLUTION NO. R24-35

A RESOLUTION APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN GL DEVELOPMENT, LLC, LAUREL DEPOT LLLP, AND THE CITY OF LAUREL.

WHEREAS, GL Development, LLC, a Montana limited liability company, 1625 E. 6th Ave. Helena, MT 59601, hereinafter referred to as "Developer," Laurel Depot LLLP, a Montana limited liability limited partnership, 1625 E. 6th Ave. Helena, MT 59601, hereinafter referred to as "Owner", and the City of Laurel, Montana, a municipal corporation, c/o City Hall, 115 West 1st Street, Laurel, Montana, 59044, hereinafter referred to as the "City", wish to amend and restate a Development Agreement by and between the Developer, Owner, and the City;

WHEREAS, Developer is the owner of certain real property in the form of a 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, the City approved a Petition for Annexation by Resolution No. R17-14 for the Developer Tract, and approval of an amended Certificate of Survey and the issuance of building permits was contingent upon the execution of a Development Agreement executed by and between City, Owner, and Developer, to identify required off-site infrastructure improvements and guarantees of those improvements, which Development Agreement was, in fact, executed between the parties;

WHEREAS, the City, Owner, and Developer wish to amend and restate the Development Agreement pertaining to the Laurel Depot, between the City, Owner, and Developer, dated January 25, 2022, and recorded with the Clerk and Recorder of Yellowstone County, Montana, on March 3, 2022, as Document No. 4009776 (the "Prior Agreement");

WHEREAS, the Amended and Restated Development Agreement will modify the terms and conditions of Variances consented to by the City; and

WHEREAS, the Amended and Restated Development Agreement will be a modification, amendment, and complete restatement of the Prior Agreement, and will supersede and replace the Prior Agreement in its entirety.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Amended and Restated Development Agreement, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Amended and Restated Development Agreement on behalf of the City.


Introduced at a regular meeting of the City Council on the 14th day of May 2024 by Council Member Wheeler.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 14th day of May 2024.

APPROVED by the Mayor on the 14th day of May 2024.



CITY OF LAUREL




Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney

CITY HALL
115 W. 1ST ST.
MAYOR OFC.: 628-8456
PUB. WORKS: 628-4796
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the Planning Director

May 2, 2024

Memorandum for Laurel Depot Development

The building department was notified a few weeks ago that two of the four buildings that were constructed were not situated in accordance with the development agreement. It is my understanding that the error could have happened due to the land dedication for street right of ways resulting in new property boundaries. The new boundaries were not considered when the developer's surveyors staked out the location for the buildings. I have investigated the locations of the buildings and do not believe they should be removed due to this error.

It is my intent to develop procedures for the verification of property boundaries prior to placement of any foundations going forward. It has been past practice that the first inspection of any buildings is when they are ready to pour concrete for the foundations. I am proposing a new inspection service that would require property owners to verify their property boundaries and the necessary building setbacks prior to any work proceeding as per their site plans that they are required to submit. This new process will require the hiring of a surveyor if property pins cannot be located. I will be purchasing metal detectors for the building department that can be helpful in locating surveyed property pins. If no pins can be found, we will require the property owners to have the property pins determined by a registered land surveyor.

Kurt Markegard

Planning Director, Building Official

Return to:

Laurel Depot LLLP
c/ GL Development, LLC
1625 E. 6th Ave
Helena, MT 59601

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT is made this 14 day of May, 2024, by and between GL Development, LLC, a Montana limited liability company, 1625 E. 6th Ave. Helena, MT 59601, hereinafter referred to as "DEVELOPER," Laurel Depot LLLP, a Montana limited liability limited partnership, 1625 E. 6th Ave. Helena, MT 59601, "OWNER", and the CITY OF LAUREL, MONTANA, a municipal corporation, c/o City Hall, 115 West 1st 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.

WHEREAS, the CITY, OWNER, and DEVELOPER wish to amend and restate Development Agreement pertaining to the Laurel Depot Apartment complex, between the CITY, OWNER, and DEVELOPER dated January 25, 2022, and recorded with the Clerk and Recorder of Yellowstone County, Montana, on March 3, 2022, as Document No. 4009776 (the "Prior Agreement"). This Amended and Restated Development Agreement is a modification, amendment, and complete restatement of the Prior Agreement, and supersedes and replaces the Prior Agreement in its entirety.

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

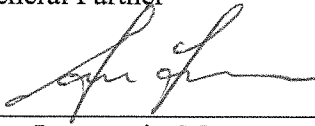
1. Development Summary. The Development consists of the new construction of 24 apartments for low-income residents consisting of four 1-story buildings with associated site improvements, including parking, driveways, sidewalks and landscaping.
2. Variances. The following proposed code variances are hereby consented to and approved by the City: 1) [17.16.020] At future extension of W. 2nd Street along the south property line, reduction of Side-Adjacent-to-Street setback for residential district RMF from 20-feet to 11-feet; and at W. 3rd Street, along the north property line, reduction of Side-Adjacent-to-Street for residential district RMF from 20-feet to 14-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 3rd Street, 8th Avenue and W. 2nd 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 8th 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. 3rd 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. 3rd Street and 8th 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 8th 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 8th 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 3rd Street at the north property line, 0.031 acres at 8th Avenue at the east property line, and 0.206 acres at the south property line for a future west extension of W. 2nd 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.

“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

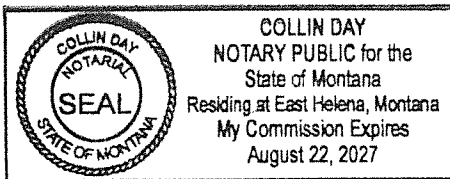
STATE OF MONTANA)

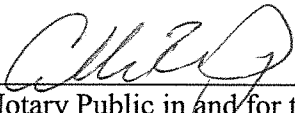
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County of Lewis and Clark)

On this 23rd day of May, 2024, before me, a Notary Public in and for the State of Montana, personally appeared Eugene Leuwer, known to me to be the person who signed the foregoing instrument as the Manager of Echo Development 2019 LLC, the General Partner 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: Collin Day
Residing at: East Helena
My commission expires: Aug. 22 2027

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

“DEVELOPER”

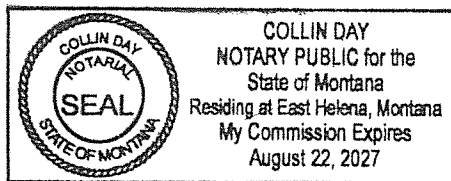
GL DEVELOPMENT LLC

By: [Signature]
Eugene Leuwer
Title: Manager

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

On this 23rd day of May, 2024, before me, a Notary Public in and for the State of Montana, personally appeared Eugene Leuwer known to me to be the person who signed the foregoing instrument as the Manager 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.

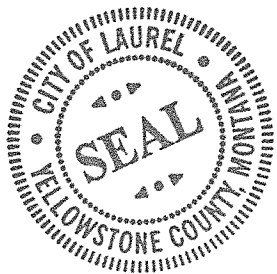


[Signature]
Notary Public in and for the State of Montana
Printed name: Collin Day
Residing at: East Helena
My commission expires: Aug. 22, 2027

This Agreement is hereby approved and accepted by City of Laurel, this 14 day of May, 2024.

“CITY”

CITY OF LAUREL, MONTANA

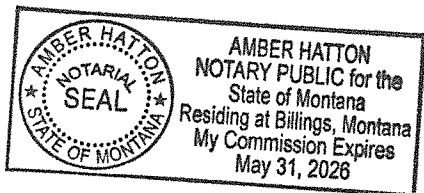


By: David Waggoner
Mayor

Attest: Kelly Streckler
City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 14 day of May, 2024, before me, a Notary Public for the State of Montana, personally appeared David Waggoner, and Kelly Streckler, 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.



Amber Hatton
Notary Public in and for the State of Montana
Printed name: Amber Hatton
Residing at: Billings MT
My commission expires: May 31, 2026

Approved as to Form:

Michele B
City Attorney