

ORDINANCE NO. 11-5528

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR  
All Blocks and Lots of The Village Subdivision containing  
approximately 111.91 acres

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. RECITALS. Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the twelve (12) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the twelve (12) criteria required by state law.

2. DESCRIPTION. A tract of land known as The Village Subdivision , all Blocks and Lots, containing approximately 111.91 acres and is presently zoned Planned Development and is shown on the official zoning maps within these zones.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Planned Development** to **Planned Development as described in Exhibit A attached hereto** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Planned Development** as set out in the Billings, Montana City Code.

4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading January 24, 2011.

PASSED, ADORTED AND APPROVED on second reading February 14, 2011.



CITY OF BILLINGS:

BY: Thomas W. Hanel  
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin  
Cari Martin, City Clerk

ZC #870 – St Vincent Healthcare Planned Development

**EXHIBIT A**

**PLANNED DEVELOPMENT AGREEMENT  
FOR  
ST. VINCENT HEALTHCARE SUBDIVISION**

**By and Between:**

**ST. VINCENT HEALTHCARE FOUNDATION, INC.  
and  
THE CITY OF BILLINGS, MONTANA**

## PLANNED DEVELOPMENT AGREEMENT FOR THE ST. VINCENT HEALTHCARE SUBDIVISION

This **PLANNED DEVELOPMENT AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **ST. VINCENT HEALTHCARE FOUNDATION, INC.**, as agent for the SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC., of 1106 North 30<sup>th</sup> Street, Billings, Montana 59107-5200 ("**SVH**") and the **CITY OF BILLINGS**, a Montana municipality ("**the City**"), of 210 North 27<sup>th</sup> Street, Billings, Montana 59101.

### RECITALS

#### NOW WHEREAS:

1. SVH owns approximately 113 acres of real property in Billings, Montana, more particularly described as:

St. Vincent Healthcare Subdivision in the City of Billings, Yellowstone County, Montana, as shown by the records of the Clerk and Recorder of Yellowstone County, Montana under Document No. \_\_\_\_\_.

The foregoing property shall be known as "The St. Vincent Healthcare Subdivision," hereinafter "The Subdivision." SVH intends to develop The Subdivision primarily as a Healthcare Campus. The focus will be healthcare and other uses that are consistent with and not adverse to a healthcare campus including commercial and limited residential uses in a pedestrian-oriented development. The Subdivision will be divided into two separate zones: The Commercial Neighborhood and The Campus.

NOW THEREFORE, the undersigned hereby establish and declare the following plan for The Subdivision, including such restrictions and protective covenants as set forth herein, which shall apply to all of the Subdivision and all Lots therein, shall bind all of the present and future Lot owners, and shall run with the land.

### AGREEMENT

#### PURPOSES

- A. The zoning for The Subdivision shall be Planned Unit Development pursuant to this Planned Development Agreement ("PDA"). This PDA is intended to create a healthcare campus with appropriate associated commercial uses with the possibility of limited residential uses. Well-being and health care will be the essence of The Subdivision's character to provide a healthy work environment to meet the health and medical needs of the community, to assemble affiliated businesses and services complimentary to the activities and mission of health care, and to incorporate a well-landscaped environment throughout The

Subdivision. Circulation patterns will encourage easy pedestrian access and limit vehicular congestion and pedestrian/vehicular conflicts. This PDA will promote smart building development in terms of orientation, access, energy consumption and efficiency.

- B. This PDA is designed and intended to afford SVH maximum flexibility for future development within a framework that will ensure sound development.
- C. The parties enter into this Agreement in order to accomplish the purposes set forth herein, and in order to further the following additional objectives:
  - 1. To create a rich architectural arrangement of buildings and spaces through the use of relational massing of materials and forms, generous landscaping elements and contemporary and traditional architectural styles;
  - 2. To create a notable Billings, Montana landmark;
  - 3. To create generous and ample parking, arranged to be hidden or screened from roadways and view corridors;
  - 4. To create well-configured squares, plazas, greens/commons, landscaped streets and parks, woven into the pattern of the entire Development and dedicated to collective social activity, recreation, and visual enjoyment;
  - 5. To provide abundant landscaping requirements;
  - 6. To create a pedestrian-friendly environment and uses;
  - 7. To facilitate and foster complimentary uses serving the health care community, including clinics, medical office buildings, laboratories, hospitals, and related or supporting uses;
  - 8. To promote and assist in the orderly development of The Subdivision;
  - 9. To encourage creativity and continuity in design, quality, and character of new development; and
  - 10. To minimize adverse aesthetic impacts associated with excessive lighting, signage, and other design features.

### **DEFINITIONS**

All terms used herein shall have the same definition and meaning as specified in Chapter 27 of the City of Billings Municipal Code, unless otherwise defined herein. The following definitions shall apply to this PDA:

**Ann Ross Green Space.** The Ann Ross Green Space is a green space of approximately 10.86 acres located along the Shiloh Drain and Monad Road. The Ann Ross Green Space shall be developed (as the subdivision develops over time) and maintained by SVH at no cost to the City. The Ann Ross Green Space shall include:

- i. Approximately 5.11 acres located in the City of Billings Public Utilities Department Right-of-Way for Shiloh Road, as shown on the Plat, Exhibit "A" hereto;
- ii. Approximately 1.04 acres located upon Lot 8, Block 1 and Lot 5, Block 4, which will be deeded to the City;
- iii. Lot 1, Block 1 of St. Vincent Healthcare Subdivision of approximately .93 acres, which shall be owned by SVH;
- iv. Lot 4, Block 4, of St. Vincent Healthcare Subdivision of approximately .94 acres which shall be owned by SVH;
- v. Lot 1, Block 4 of St. Vincent Healthcare Subdivision of approximately 1.03 acres, which shall be owned by SVH; and
- vi. Dedicated public street right-of-way along Monad Road of approximately 1.81 acres.

Ann Ross Green Space shall be fully developed with trees, irrigated lawn, and other landscaping features which may include shrubs, boulders, flower beds, water retention features, ponds, bike and pedestrian paths, pedestrian bridges, pedestrian overlooks, benches, lighting, and activity areas. The Ann Ross Green Space shall be maintained by the Subdivision Maintenance Director. SVH will enter into a Development and Maintenance Agreement with the City of Billings Public Works Department in order to provide for the development and maintenance of the Ann Ross Green Space. The Ann Ross Green Space shall be developed and maintained at no cost to the City of Billings. The City grants SVH an easement, including for ingress and egress, over, across, onto, through, and upon those portions of the Ann Ross Green Space owned or controlled by the City in order to allow SVH and its agents the ability to install, maintain, service, use, replace, repair, and enjoy the landscaping and improvements in the Ann Ross Green Space. SVH reserves an easement, including ingress and egress, to access, service, install, repair, replace, and maintain signs within the Sign Easement Areas shown on the Plat attached hereto as Exhibit "A".

**The Campus.** "The Campus" means Block 2, Lots 1-8; Block 3, Lots 1-9; and Block 4, Lots 2 and 3. The Campus is intended to be a collegiate-like arrangement of buildings, open space, parking areas and landscaping in which the buildings are interconnected with walkways and open, landscaped space, and surface parking

is screened at its perimeter by landscaping or an arrangement of buildings. The Campus is intended to be a juxtaposition of buildings of many different functions which encourages and facilitates easy pedestrian circulation, develops an identifying style, and creates a sense of place as a neighborhood environment. There shall be paved access to all structures, through public and/or private rights-of-way in order to insure access, including but not limited to Fire Department access.

**The Commercial Neighborhood.** "The Commercial Neighborhood" means Block 1, Lots 2-7.

**Conditions, Covenants, and Restrictions of Record.** "The Conditions, Covenants, and Restrictions" (also referred to as the "CCRs") means those conditions, covenants, and restrictions to be recorded against all of the real property in The St. Vincent Healthcare Subdivision by SVH as the Declarant.

**Lot.** "Lot" means a piece, parcel, plot, tract, or area of land occupied or capable of being occupied by one or more principal buildings, and the accessory buildings or uses customarily incidental to them, and including the open spaces required, and having its principal lot frontage on a street.

**Medical Uses.** The term "Medical Uses" shall be defined to its broadest extent to include, but not be limited to: hospitals and hospital-related services; medical and dental professional clinics and/or offices; medical laboratories; pharmacies; physical therapy facilities; research and testing facilities related to the practice of health and medicine; health and fitness-related businesses; and ancillary healthcare services.

**St. Vincent Park.** "St. Vincent Park" shall be a private park space developed and maintained by the Maintenance Director, at no cost to the City of Billings. St. Vincent Park shall be an area of approximately 1.76 acres located in Lot 2, Block 3, of St. Vincent Healthcare Subdivision.

**The Review Committee.** "The Review Committee" (also referred to as "The Committee") shall mean that committee appointed by SVH. The Review Committee shall have all of the duties and responsibilities identified in this PDA and the CCRs, including but not limited to being responsible for reviewing and approving or denying the design of all projects proposed for any lot within The Subdivision.

**The Maintenance Director.** "Maintenance Director" means the person or firm appointed by SVH in accordance with the terms and conditions of this PDA and the CCRs to maintain Ann Ross Green Space and the other Common Areas within The Subdivision.

## **BINDING EFFECT**

**Persons Bound by this Agreement.** All individuals, corporations, or other entities who presently have or shall hereafter acquire any interest in and to any of the real property within The Subdivision shall be held to agree to all of the terms of this Agreement and all such individuals, corporations, and other entities, their heirs, devisees, successors, assigns, tenants, and trustees shall be bound by this Agreement.

**The 2004 Agreement.** The PDA for the Subdivision recorded June 25, 2004 as Document No. 3293717 is replaced by this Agreement. The June 2004 Agreement is hereby terminated and shall be of no force or effect.

## **REGULATION OF USES**

### **Land Use Classifications and Permitted Uses.**

**Classifications of Lots.** Lots in The Subdivision shall be located and classified within either The Commercial Neighborhood or The Campus.

***The Commercial Neighborhood.*** The Commercial Neighborhood is located at the intersection of King Avenue and Shiloh Road, as shown on Exhibit "A" hereto. The Commercial Neighborhood is intended primarily to accommodate retail services and office facilities, but Medical Uses would also be allowed.

***The Campus.*** The Campus shall be all of the Subdivision, except for the Commercial Neighborhood, as shown on Exhibit "A." The primary use of the lots in The Campus shall be Medical Uses, although other commercial and professional uses and residential uses may also be permitted. The Campus is intended primarily for Medical Uses, but may also be used as a commercial or cultural center with retail activities conducted in a unified development designed to serve the surrounding neighborhood with shopping facilities consisting of convenience retail and personal service establishments which secure their principal trade by supplying the daily needs of the neighboring population.

**The Commercial Neighborhood: Permitted Uses of Lots.** Lots in the Commercial Neighborhood, unless otherwise prohibited herein, may be used for any use permitted in Entryway Light Industrial Zoning pursuant to Chapter 27 of the Billings, Montana City Code in effect on the date of this Agreement.

**The Campus – Permitted Uses of Lots.** Lots in The Campus, unless otherwise prohibited herein, may be used for any of the following uses: Medical Uses; any use permitted in the Commercial Neighborhood; administrative and research facilities; open spaces, park areas, gardens, athletic fields,

bike trails, playgrounds, and walking paths; public library; office and retail uses. The following additional uses will be permitted in The Campus with the prior express written consent of SVH, which consent may be granted or withheld in the exclusive discretion of SVH:

assisted living retirement housing;

churches, synagogues, and places of worship (Provide, however, that a chapel or other place of worship that is located within a building used primarily for medical or Healthcare Purposes shall be permitted and shall not require additional consent;

helicopter takeoffs and landings for medical and healthcare-related purposes on any lot within Block 3;

hotels and motels;

multi-family and assisted care housing;

residential uses;

supportive housing services;

veterinary clinic and animal hospitals, (this permits only the indoor treatment and no overnight kennels.

Parks.

**Continued Farming Operations.** SVH may, in its sole and exclusive discretion, permit farming operations (but not livestock) within The Subdivision. No Lot shall be farmed or flood-irrigated without the prior express written consent of SVH. Written consent to farm and to irrigate must be obtained on an annual basis. SVH may prohibit farming and/or flood irrigation in The Subdivision, in the sole and exclusive discretion of SVH.

**Prohibited Uses.** The following operations and uses shall not be permitted on any Lot in The Subdivision, regardless of where the Lot is located:

**Alcoholic Beverages.** Any establishment that sells alcoholic beverages or liquor, including liquor stores and bars. Provided, however, that a restaurant shall be allowed limited sales of beer and wine pursuant to a Restaurant Beer and Wine License pursuant to §16-4-420, Montana Code Annotated. Alcoholic Beverages may be sold at special events within the Subdivision with the prior express written consent of SVH, which consent may be withheld or granted in the exclusive discretion of SVH.

**Billboard signs;**



**Casinos.** Any establishment engaged in gaming or gambling activities, including casinos and bingo parlors;

**Clubs & Fraternal Organizations.** Any clubs or fraternal organizations which serve alcoholic beverages or liquor;

**Pornographic Materials.** Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia, except that such prohibition shall not limit the sale of books, periodicals, music products, and video products by a bookstore and/or music store carrying a full line of adult and/or children's titles, such as, by way of example, but not limited to, Borders or Barnes and Noble bookstores;

**Sexually-Oriented Businesses.** Sexually-oriented businesses as defined by Section 27-611 of the Billings, Montana City Code;

**Tobacco Sales.** Sale of cigarettes, cigars, and tobacco products, except incidental to the operation of a general retail store such as a grocery store or supermarket;

**Automobile & Truck Repair, Sales & Service Businesses, auto parts supply, auto & truck leasing and rental, RV sales & service, heavy truck/tractor sales & service;**

**Brewery** (except as incidental to a restaurant, such as a brew pub. Microbrews shall not be permitted unless incidental to a restaurant);

**Gas stations & Service Stations for Automobiles, Trucks, Trailers, or Recreational vehicles.**

**Gun and archery ranges and the sale of guns and ammunition,** unless incidental to a general retail store;

**Equipment rental shops,** unless related to Medical Uses;

**Manufactured homes;**

**Pawn shops and Tattoo Parlors;**

**Pool or billiard hall;**

**Propane sales.**

**Industrial Uses that are inconsistent with commercial zoning or a commercial/medical development, including, but not limited to: warehouses, packing plants, grain mills, sawmills, petroleum refining, cement plants, bulk processing or storage of stone, clay,**

gravel, and/or glass, metal fabrication, recycling center, cemeteries, mining, and general contractor operations;

**Manufacturing Uses, unless related to Healthcare Purposes;**

**Second Hand Stores, Flea Markets & Junk Shops. This prohibits the sale of used household furniture and clothing, appliances, and equipment.**

**Car & Truck Washes.**

**Fireworks. The sale or manufacture of fireworks.**

**Title Loan Businesses.**

**Commercial Storage Facilities & Mini Storage Facilities. This prohibits all storage rental facilities.**

**Tire Sales, except as incidental to the operation of a general retail store.**

**Animal Kennels or Animal Raising Facility.**

**Building Contractor or Subcontractor Operations.**

**Livestock and Farm Equipment. Any establishment engaged in the sale of livestock, ranch or farm equipment.**

**Massage Parlors (excluding therapeutic massage).**

**Mortuary or funeral home or crematorium.**

**Truck Stops and Truck Terminals as defined by 27-201 of the Billings, Montana City Code.**

**Warehouses (unless incidental to medical, dental, or clinical uses).**

**Adult Book Store, Adult Video Store, Adult Movie Theater or other establishment selling, renting or exhibiting pornographic materials or drug-related paraphernalia (except that this provision shall not prohibit the operation of a bookstore or video store which carries a broad inventory of books or videos and other materials directed towards the interest of the general public (as opposed to a specific segment thereof).**

**Amusement Park or Arcade.**

## **Condition of Lots and Buildings.**

**Maintenance of Lots.** The owner of any Lot shall at all times keep and maintain the owner's Lot and buildings, improvements, and appurtenances thereon in a safe and clean condition and comply, at the Lot owner's sole expense, with all applicable governmental, health, fire, and safety ordinances, regulations, requirements, directives, and the CCRs. The Lot owner shall at regular and frequent intervals remove, at the Lot owner's sole expense, any garbage or rubbish that may accumulate upon the owner's Lot.

**Maintenance of Unimproved Sites.** Any Lot that is not improved or built upon shall be maintained in a good and clean appearance by the Lot owner. Weeds, brush, trash, and rubbish must be removed at least every three (3) months or when directed to do so by the City or SVH. SVH and the Maintenance Director may perform any maintenance and clean-up on any Lot that is not maintained as set forth herein and may charge the Lot owner for all costs incurred in doing so.

**Sewer and Water Facilities.** All new development shall be served by public sewer facilities and public water service.

**Weed Management.** All noxious weeds on the latest Yellowstone County Noxious Weed List must be controlled on all properties in The St. Vincent Healthcare Subdivision. All costs associated with noxious weed control shall be the responsibility of the Lot owners of record.

**Outside Storage.** Outside storage shall not be permitted in The Subdivision except for limited, short-term outside storage during construction. No trailer (horse, boat, snowmobile, etc.), boat, camper, motor home, recreational vehicle, snowmobile, vehicle or other equipment generally associated with recreation and leisure time activity shall be situated or parked on any lot or street in The Subdivision for more than five (5) days in any calendar year, unless it is enclosed by a garage meeting the design requirements of this PDA and, at a minimum, the Shiloh Corridor Overlay District Zoning regulations.

**The Shiloh Drain.** Lot owners shall at all times conduct their use and activities in a manner that will preserve the integrity of the Shiloh Drain, including the prevention of any degradation of water quality, any reduction in the flow of water, and any damage to the bed or banks of the Shiloh Drain. The Lot owner shall not conduct or permit the conduct of the following activities:

The discharge of any liquid (except storm water runoff as directed by the details of an engineered storm drainage management plan), solid, or gas into the Shiloh Drain;

Planting or dropping any non-native fish, animal, reptile, or plant into the Shiloh Drain area;

The dumping of grass clippings or landscaping material or debris into the Shiloh Drain;

Any refuse dumping-encouraging activities;

The polluting of the water in the Shiloh Drain;

The discharge of any Hazardous Materials. The term "Hazardous Materials" shall mean: petroleum products, asbestos, polychlorinated biphenyls, radioactive materials, and all other dangerous, toxic, or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law. The term "Environmental Law" shall mean all federal, state, county, city, local, and other statutes, laws, ordinances, and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

### **PARKS AND GREEN SPACES**

St. Vincent Park and The Ann Ross Green Space shall be developed and landscaped to promote the character of a well-landscaped campus environment and to comply with the requirements of this PDA and the CCRs. St. Vincent Park and Ann Ross Green Space shall be private park spaces and shall not be dedicated as public parks. St. Vincent Park shall be developed and maintained as provided in the CCR's. The Ann Ross Green Space shall be developed and maintained by the Maintenance Director pursuant to an Agreement between SVH and the City of Billings Public Works Department. In the event that a portion of the Subdivision is used for Residential Purposes in the future, the park dedication requirements shall be waived pursuant to Section 23-1009 of the Billings, Montana City Code and shall be met through the provision of private park space, including St. Vincent Park and Ann Ross Park.

### **ARTICLE VI - SITE DEVELOPMENT, ARCHITECTURE AND DESIGN**

**Development Design Standards.** These standards are provided to establish minimum guidelines for the development of facilities in The Subdivision, including site work, landscaping, buildings and accessory structures, parking areas, and signage. These guidelines will not define specific styles of architectural character for the various uses possible in The Subdivision. They are intended to establish a level of quality for the physical settings within The Subdivision and for the architectural design of the structures within those settings while allowing the flexibility to adjust and evolve with changes in technology and architectural evolution. These guidelines will specifically control the treatment of the public areas, streetscape, pedestrian areas, landscaping and signage to create a

setting in which a wide variety of individual buildings of high quality can exist in harmony. They will provide developers with a guide which will define the aesthetic quality of The Subdivision's architecture yet allow flexibility for a unique but individual expression of the architectural requirements and image of each building development. These standards are in addition to the Shiloh Overlay District Zoning requirements.

**General Development.**

The Shiloh Corridor Overlay District Zoning Section 27-1401, et. seq., Billings Montana Municipal Code, shall be the minimum standards for The Subdivision.

All site development shall be designed to encourage reciprocal access and parking between adjacent properties.

**Lot Size:** No Lot shall be smaller than one acre unless approved in writing by SVH and the Review Committee as defined herein.

All utilities shall be underground with any surface elements screened by structural or landforms and landscaping elements.

All antenna and satellite receiver dishes shall be hidden from street view and otherwise screened from view by structures or landscaping elements.

**Lot Coverage.** The total combined lot coverage for all structures on any lot shall not exceed sixty (60) percent of the total square footage of the lot. However, the Owner of a Lot may request a variance for Lot coverage up to eighty percent (80%) with the prior express written consent of SVH. Approval of any Lot coverage variance will be through the City Board of Adjustments.

**Set-Back Buffers.**

**Front Yard Setback:** Minimum of twenty-five (25) feet from the Lot Line

**Side Yard Setback:** Minimum of thirty (30) feet from the Property Line.

**Rear Yard Setback:** Minimum of thirty (30) feet from the Property Line.

The clear vision triangle must be maintained as required by the Billings, Montana City Code Section 27-604, 615, and 618.

**Lots 4, 5, 6, 7, & 8, Block 2.** There shall be a 15 foot landscaped area within a 20 foot setback along the western edge of the Subdivision for Lots 4 (except for the easement area), 5, 6, 7, & 8, Block 2, west of Marillac Street.

If two or more lots are developed as a single parcel as allowed herein, then the side yard setback requirements shall not apply to the lot lines within the interior of the developed parcel. All arterial setbacks as outlined in Billings, Montana City Code Section 27-602 must also be maintained. Setback areas not occupied by required buffer yards may be used for driveways and non-required parking. However, driveways and non-required parking may not exceed 20% of any setback area, based upon square feet. All developments are required to place landscaped buffer yards adjacent to and along the length of all public rights-of-way and private rights-of-way, excluding driveways. Rights-of-way include the following: ditches adjacent to streets, principal arterial streets, minor arterial streets, collector streets, and local streets. All landscaped buffer yards shall meet or exceed the Shiloh Corridor Overlay District Zoning requirements. A Lot owner may request a variance of up to minus 10% of the set-back requirements specified herein, with the prior express consent of the Review Committee. Approval of any set-back variance shall be by the City Board of Adjustments. In order for a variance to be granted, both the Review Committee and the City Board of Adjustments must give their written approval.

**Green Belt Buffers Along Perimeter Arterials.** All Lots adjoining King Avenue shall maintain a 32' wide landscaped green belt inside the Lot line adjacent to King Avenue (this includes the 12' easement area). The lot owners of all lots along the arterials and other roadways shall maintain their yards as well as the landscape space in the right-of-way up to the back of the curb or edge of paving of the street.

### **Site Development Standards.**

**Access.** Access to all Lots within The Subdivision shall be from internal public and private streets and by Multi-Use Paths. Shared accesses are encouraged.

**Parking.** Adequate off-street parking shall be provided by each Lot owner for customers, visitors, and employees. Reciprocal parking arrangements between lots and adjacent uses are encouraged. All off-street parking, access drives, and loading areas shall be paved and properly graded to ensure adequate drainage. All parking lots must be developed with proper integration of landscape and screening elements as provided herein and in the CCRs. The parking requirements for each Lot shall meet the

standards of the City of Billings for each use proposed for a Lot, but shall not exceed 110% of the City's minimums. Each Lot owner shall install a permanent bike rack for each building constructed on a Lot.

**Off-Site Parking:**

Parking requirements may be satisfied by on-site parking, approved street parking, and off-site parking facilities, or any combination thereof. All uses must provide the required number of parking spaces designated for the use as defined by the current City of Billings Site Development Ordinance, but not more than the maximum number set forth in this PDA (110% of the City minimums). Required parking for buildings or uses located in The Subdivision shall be located within six hundred (600) feet of the building or use, which distance shall be measured along a straight line between the two (2) nearest points of the lots containing the main use and the accessory parking use.

Each off-street parking area shall be accessible by a public right-of-way and/or a private right-of-way and shall be owned or leased by the owner of the building, use, or activity served by such parking area. The term of any such lease shall be for the duration of the time that the building, use, or activity served by such parking area is in existence at such location. Each lease shall be subject to prior review by SVH and the City of Billings, and shall provided that if the right to use the designated off-site parking is for any reason terminated or forfeited prior to cessation of the use of the building, or cessation of the use or activity, SVH and the City shall be immediately advised. In case of such termination or forfeiture, the Lot Owners shall, within ninety (90) days of the termination or forfeiture, present the City and SVH with a plan to cure any parking shortage within twelve (12) months. All requirements for setbacks, landscaping, signage, and lighting shall apply to off-site parking facilities.

Handicapped accessibility requirements shall be satisfied on site.

**Shared Parking:**

SVH and the City of Billings may authorize the joint use of off-street parking areas by nonresidential commercial business, medical-related, and other uses or activities, if the following conditions are met:

- i. No more than fifty percent (50%) of the off-street parking spaces required by this PDA for primarily "nighttime uses" may be provided or supplied by a use in the other category,

or of the other type (provided for a nighttime use by daytime use, and vice versa) by means of a joint parking lease or agreement.

- ii. The building or use for which application is being made to utilize the off-street parking facilities of another building or use shall be located within six hundred (600) feet of such parking facilities, which distance shall be measured along a straight line between the two (2) nearest points of the lots containing the building or primary use and the lot containing the accessory parking use. Safe, lighted, and convenient pedestrian access shall connect the two (2) locations.
- iii. The applicant shall show that there is and will be no substantial conflict between the principal operating hours at the two (2) buildings or uses for which joint use of off-street parking facilities is proposed, and shall show that there are and will be no conflicting demands for such parking by the respective employees, customers and clients of the two (2) buildings or uses.
- iv. At the time a building permit is applied for, the applicant shall present to SVH and the City of Billings an appropriate and enforceable lease or reciprocal parking agreement, executed by the parties concerned, for their joint use of off-street parking facilities. The term of the lease or agreement shall be for the duration of the time that each use is in existence at its said location. Each such lease or agreement shall provide that all parties thereto shall notify SVH and the City of Billings prior to its termination or dissolution for any reason, and shall provide for developing additional required parking at the share lot or at different sites for the users of the shared parking if changes occur to the ownership, types of uses, or parking needs, or if other circumstances require parking be provided at the same time and same location for the businesses served.
- v. No building permit shall be issued by the City of Billings until such lease or reciprocal parking agreement has first been reviewed by the City and found to meet the requirements of this PDA and to be binding and enforceable. A copy of each such agreement shall be filed with the respective building permit.
- vi. Written approval is obtained from SVH.



In case of termination or dissolution of any such lease or reciprocal parking agreement, the Lot Owner shall, within ninety (90) days of the termination or forfeiture, present the City and SVH with a plan to cure any parking shortage within twelve (12) months.

**Loading, Storage and Service Areas.** Loading and service areas shall not be permitted in the front of any Lot within The Subdivision and shall be screened from public view from all streets. Proper integration of landscape and screening elements must be provided between loading and service areas and any street or adjoining Lot. All loading and service areas shall be designed so that vehicles may load and unload without having to back up into any public right-of-way. All loading and service areas shall be carefully planned, positioned, and screened from off-site ground-level view and streets. On-site views of loading and service areas shall be minimized as much as possible. Screening elements shall be of landscape materials and may include a landscaped berm and/or similar materials as the building materials. Storage areas shall comply with all applicable building setbacks.

**Garbage Collection Areas.** Garbage Collection Areas shall adhere to the following standards:

All outdoor garbage containers and collection areas shall be screened visually with at least a six (6) foot tall enclosure so that outdoor garbage containers and collection areas are not visible from adjacent properties or common areas. No garbage containers or collection areas shall be located between a street and the front of a building, unless otherwise approved in writing by SVH;

Garbage containers and collection areas should be appropriately designed to contain all garbage generated on site and deposited between collections. Deposited garbage should not be visible from outside the garbage container or collection area;

Refuse collection areas should be located upon the Lot to provide clear and convenient access to refuse collection vehicles and thereby minimize wear and tear to on-site and off-site developments.

**Accessory Structures, Fences, and Walls.** Construction shall be according to the following standards:

All fences shall comply with the City of Billings, Montana clear vision standards, in compliance with §27-615 of the Billings, Montana City Code;

No fence or wall shall exceed a height of six (6) feet, except at trash enclosures or as otherwise approved in writing by SVH. Any wall over 6 feet must have a City Building Permit;

No fence or wall shall be constructed between a street and the front of a building, unless otherwise approved in writing by SVH;

Accessory structures, fences, and walls shall be of a character, color, and material to match the adjacent buildings and shall coordinate with the overall architectural scheme of the adjacent buildings and shall be integrated into the landscape of the Lot;

Lot owners within The Subdivision are required to seek SVH's written approval prior to erecting, constructing, or requesting a permit from the City for accessory structures, fences, and walls as set forth herein;

Chain link fencing, or other wire-type fencing, shall not be permitted in The Subdivision.

**Snow Storage.** Areas adjacent to parking lots shall be provided for on-site snow storage. The snow storage area shall not be adjacent to the streets. Common storage areas between adjacent lots are encouraged. Landscaping shall be maintained if the storage is not done in the paved parking area. Minimum parking requirements shall not be reduced for snow storage.

**Site Lighting Standards.** All outdoor lighting must comply with the Shiloh Corridor Overlay District Zoning, Section 27-1401, et. seq., Billings, Montana Municipal Code.

**Exterior Mechanical and Electrical Equipment and Transformers.** All exterior mechanical and electrical equipment and transformers shall be screened. Screening may consist of plantings, shrubbery, or durable enclosures. Building parapets shall be designed and built so as to screen roof-mounted mechanical and electrical equipment. If a building parapet does not adequately screen roof-mounted mechanical and electrical equipment, an unobtrusive screening device shall be used. Such screening device shall coordinate with the overall architectural scheme or the equipment shall be completely enclosed within the structure of the building. Lot owners within The Subdivision are required to seek SVH's written approval prior to erecting or constructing screening devices as set forth herein.

**Utilities.** All exterior utilities, including but not limited to, drainage systems, sewers, gas lines, water lines, electrical, telephone, and communication wires and equipment shall be installed and maintained underground. Lot owners within The Subdivision are not required to seek SVH's written approval prior to installing utilities as set forth herein.

**Landscape Design Standards.** Every Lot shall be developed in accordance with the Shiloh Corridor Overlay District Zoning, Section 27-1400, et. seq., Billings,

Montana Municipal Code, even if a Lot is more than 500 feet from the centerline of Shiloh Road.

**Waiver or Variance (Modification) of Minimum Setbacks.** The minimum setbacks prescribed in A.3 above may be waived or modified after review of the design for the development of the lot or lots. Any Waiver or Variance must be approved, in writing, by the Review Committee before application may be made to the City Board of Adjustments. Any Waiver or Variance approved by the Review Committee and the City Board of Adjustments must be submitted to the City along with any application for a Building Permit. The criteria for waiver, to be weighed and considered are set forth below. Not all of the following criteria must be satisfied, in the discretion of the Review Committee:

The eight (8) foot utility easement inside the street-side Lot line shall be maintained clear without overhangs, projections, trees, signs, or other improvements obstructing access to it or placed in it;

The design concept for development of a Lot or Lots is master planned for a streetscape urban style with building facades located close to the streets and pedestrian ways;

Landscaping required for buffer yards is located elsewhere upon the Lots);

Pedestrian circulation and access is maintained to interconnect to adjacent properties;

The sightline to the fronts of existing adjacent buildings is not obstructed;

A written approval for waiver is issued by SVH, which may be granted or withheld in the sole and exclusive discretion of SVH;

Written approval from adjacent lot owners or users.

A demonstration of a hardship.

**Irrigation.** All landscaping must be irrigated with an underground sprinkler system, designed and maintained to provide sufficient water for landscaping growth. Water conservation systems are encouraged.

**Loading and Service Areas.** Loading and service areas shall be enclosed either with solid screen walls not to exceed six (6) feet, or landscaping elements planted in such a manner to create a visually opaque screen when mature. The plant material screen must develop 75% of its maturity within three (3) years from the time of planting.

**Financial Responsibility.** The owner or lessee of any Lot shall have sole financial responsibility for the installation of all landscape improvements

within the public right-of-way adjacent to their Lot. The landscaping within the remaining front yard will be installed by each owner or lessee so as to blend with the landscaping installed in the right-of-way.

**Damage or Demolition.** Any demolition in the right-of-way of the landscape and irrigations system installed by SVH or The Maintenance Director at vehicular access points or by other construction-related disturbances shall be repaired and restored by the Lot owner as part of the construction efforts in the development of the Lot. The Lot owner shall maintain water flow within any common area irrigation system during construction and re-establish the existing plantings, grading and irrigation system altered during the construction process. Any other existing on-site landscaping disturbed or demolished during repairs, additions, remodels, or other work to a building or site or by disasters must be restored, replanted, or revised to a condition equal to or better than the quality that existed prior to the work or disaster. Like-size trees and shrubs must be used for replacement or existing trees and shrubs shall be relocated.

**Landscaping.** Lots shall be landscaped and maintained in a neat, clean, orderly, and healthful condition. Maintenance shall include proper pruning of trees and shrubs, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the regular watering of all plantings. Required landscaped areas shall be provided with a permanent watering or sprinkling system which shall consist of underground piped water lines terminating in an appropriate number of sprinklers to insure a sufficient amount of water for plants within the landscaped area.

### **Flexible Design and Development.**

**Determining Setbacks.** The Street side of a Lot shall be deemed to be the Front for the purposes of setbacks. If a Lot fronts two streets, the Lot Owner shall select one of the streets as the front for the purpose of determining setbacks.

**Building on Lot Lines.** The Review Committee, in its sole and exclusive discretion, may allow construction of buildings on Lot lines. In such event, the affected Lots must be owned by the same person or entity, and may not be separately conveyed so long as the building remains. In the event that the Review Committee allows construction over a Lot line, no setbacks shall apply to the covered Lot line, and the combined Lots shall be treated as one (1) Lot. Upon the approval of the Review Committee, Restrictive Covenants shall be recorded against the affected Lots to provide that they may not be mortgaged or conveyed separately.

**Reciprocal Parking and Landscaping Agreements.** The owner of any Lot in The Subdivision may enter into a reciprocal parking and/or landscaping agreement with the owner of any other Lot in The Subdivision. The

purpose of any such agreement shall be to ensure that the two Lots combined meet all of the landscaping and parking requirements specified herein, and in the Shiloh Overlay District Zoning Regulations. With respect to parking, no more than fifty (50) percent of the required parking for primarily "night time uses" may be provided or supplied off-site. The off-site parking must be within six hundred (600) feet as provided herein. With respect to reciprocal landscaping, the affected Lots must be contiguous and must be developed to present a uniform appearance.

**Multi-Use Path Easements.** SVH hereby reserves an easement for the Multi-Use Paths along the Lot lines of The Subdivision as shown on the Plat, Exhibit "A" hereto. Multi-Use Paths will be developed over time as The Subdivision develops in order to provide pedestrian and bike access throughout The Subdivision and to St. Vincent Park. Each Lot owner shall be responsible for building the ten (10) foot wide Multi-Use Paths (in the Easement Area reflected on the plat) in the Easement Area appurtenant to each owner's Lot as shown on the Plat, Exhibit "A" at the time of initial construction. The Multi-Use Paths shall be maintained as Common Areas by the Maintenance Director. No building shall be constructed within 20 feet of the Multi-Use Easement. Provided, however, that the Multi-Use Easement may be moved in order to facilitate the development of a Lot or Lots, with the express written consent of SVH, which consent may be granted or withheld in the sole discretion of SVH. SVH hereby grants a non-exclusive easement for ingress and egress for all Lot Owners, tenants, contractors, employees, agents, patients, customers, licensees, invitees, successors and assigns for pedestrian and bicycle traffic over the Multi-Use Paths within The Subdivision.

**Campus Development.** Lots may be developed as a "Campus" with a juxtaposition of buildings of many different functions which encourages and facilitates easy pedestrian circulation, develops an identifying style, and creates a sense of place as a neighborhood environment.

## **SIGNS**

**Signage.** Healthcare Purposes signs, as defined by Section 27-706(d) (2) Billings Montana Municipal Code, shall be allowed in The Subdivision as though The Subdivision were a part of the Medical Corridor. All signs, other than Healthcare Purposes signs, shall comply with the Shiloh Corridor Overlay District Zoning, Section 27-1401, et. seq., Billings, Montana Municipal Code.

**Hospitals.** Nothing in this PDA shall prohibit or restrict a hospital or clinic from using and/or displaying the types of signage required and/or mandated by any state or federal law or regulation with respect to any Hospital Emergency Room and/or Trauma Center.

**Sign Easement Areas.** SVH reserves an easement for Healthcare Purposes Signs, Way Finding Signs, and Green Space Signs in the Sign Easement Areas shown on the Plat, Exhibit "A" hereto. SVH reserves an easement, including ingress and egress, to access, service, install, repair, replace, and maintain signs within the Sign Easement Areas shown on the Plat. Only Healthcare Purposes Signs, Way Finding Signs, and Green Space Signs may be placed in the Sign Easement Areas. The Healthcare Purposes Signs, Way Finding Signs and Green Space Signs in the Sign Easement Areas may be Off Premises Signs. These signs may also provide public service information and announcements related to the community, The Subdivision, and the medical services community, and giving identity to The Subdivision in general.

**Maintenance of Signs.**

Any sign that has been approved or that has been issued a permit shall be maintained by the owner or person in possession of the Lot on which the sign is located. Maintenance shall be such that the signage continues to conform to the conditions imposed by the sign permit and this PDA.

Any damaged sign base shall be repaired within thirty (30) days.

Any signage which has been damaged to such extent that it may pose a hazard to a passerby shall be repaired or removed immediately.

**Nonconforming Signs.** Nonconforming signs are not permitted. If any sign is erected or installed without proper permits or approvals, it shall be considered nonconforming and shall be removed. All signs which do not conform to these Subdivision sign standards are nonconforming and shall be removed or changed to conform to these Subdivision standards. Any sign not removed within thirty (30) days of notice of nonconformance may be removed by the Maintenance Director and the costs for removal shall be the responsibility of the owner of the sign.

**Landscaping for Monument Signs.** All monument signs shall be located in a landscaped area. Landscaping should be appropriately sited to ensure that signs are not blocked or obscured by trees or bushes.

**Sign Illumination.** Externally illuminated signs shall have low intensity lighting, confined to the sign and positioned and shielded to minimize impacts to the surrounding area(s). Internally illuminated signs shall have low intensity lighting.

**Sign Approval.** All signage in The Subdivision is subject to approval by the Review Committee. The Review Committee, in its sole and exclusive discretion, may further limit or condition the use of any sign in The Subdivision that it deems to be inconsistent with the objectives for The Subdivision set forth in this PDA. All signs shall require a Sign Permit from the City, except those signs exempt from City permits under Section 27-701, et. seq. of the Billings, Montana City Code.

## **ENFORCEMENT**

**Right to Enforce.** The terms of this Agreement shall be enforced as provided for in Article 27-1100 of the City Code of Billings, Montana.

**Enforcement.** The terms of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and the Lot owners. The terms of this Agreement may be enforced by the parties hereto, as well as Lot owners.

**Abatement and Suit.** If, at any time, SVH or any Lot owner within The Subdivision objects ("the objecting party") to any other Lot owner's performance of its obligations under this Agreement ("the defaulting party"), the objecting party shall have all of its rights and remedies at law or in equity, by statute or otherwise. All such rights and remedies shall be cumulative. The objecting party shall, in addition to and not in contravention of all other rights and remedies it may have as provided hereinabove, have the right to provide the defaulting party with thirty (30) days' written notice of its objection, specifying the particulars of its objection. If, within thirty (30) days of receipt of such notice, the defaulting party fails or refuses to take action to remedy its performance under this Agreement, the objecting party may perform whatever maintenance, repair, or operation, or other curative action, as needed to remedy the default. The defaulting party shall pay upon demand to the objecting party the costs of such maintenance, repair, or operation, or other curative action, together with interest allowed by law, from the date of disbursement of such costs until paid in full. The objecting party is not responsible for the continued maintenance, repair, or operation of the defaulting party's obligations under this Agreement. The objecting party may also prosecute a proceeding at law or in equity against the defaulting party to enjoin a violation of the terms of this Agreement, to cause said violation to be remedied, or to recover damages for said violation.

## **GENERAL PROVISIONS**

**Appointment of Agent.** SVH may, in its sole and exclusive discretion, hire, appoint, or designate an individual or entity to fulfill the duties and obligations of SVH hereunder. Notice of appointment shall be made in writing and shall be recorded in the real estate records of Yellowstone County, Montana, and shall contain the legal description for Subdivision, or any portion thereof, affected by the appointment. Notice of appointment shall also be provided to the City at the address specified herein. Once the notice of appointment has been recorded in the real estate records of Yellowstone County, Montana, SVH shall have no further responsibility or liability for the future performance or non-performance of this Agreement, and the City and all Lot owners shall look exclusively to the appointed person or entity. SVH may, in its sole and exclusive discretion, withdraw an appointment or make an additional appointment by simply recording such notice in the real estate records of Yellowstone County, Montana, and providing a copy of such notice to the City.

**Neutral Interpretation.** SVH and the City hereby stipulate and agree that this PDA shall be construed using neutral interpretation, and that this Agreement shall not be construed in favor of any party or against any party.

**The PDA Governs.** In the event that there is any conflict between this Planned Development Agreement and other zoning regulations and/or ordinances, the terms and conditions of this Planned Development Agreement shall govern.

**Amendment, Modification, and Termination.** This Agreement may not be amended, modified, or terminated, in whole or in part, except with the unanimous written consent of SVH and the City. All amendments and modifications shall be made in accordance with the procedures set forth under the Municipal Code of Billings, Montana.

**Notices.** All notices or demands required to be given hereunder shall be in writing and shall be served upon the other party either personally or by registered or certified mail. Service by registered or certified mail shall be conclusively deemed made three (3) days after deposit thereof in the United States Mail, postage prepaid, addressed to the party to whom service is to be given, as hereinafter provided, and the issuance of the registry or certification receipt therefore. All notices or demands to SVH or the City shall be given at the following addresses or such other addresses as SVH or the City may from time to time designate by written notice given to the other party as hereinabove required.

If to SVH:	St. Vincent Healthcare, Inc. Attn: President/CEO 1106 North 30 <sup>th</sup> Street P.O. Box 35200 Billings, Montana 59107-5200
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With copies to:	St. Vincent Healthcare Foundation, Inc. Attn: Executive Director 1106 North 30 <sup>th</sup> Street P.O. Box 35200 Billings, Montana 59107-5200
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If to the City:	City of Billings Attn: City Clerk P.O. Box 1178 Billings, Montana 59103
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**Waiver.** Failure of one party to notify the other party of a default in the manner provided in this Agreement shall not be deemed a waiver of any rights which the non-defaulting party may otherwise have at law or in equity.



**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

**Limitation on Enforcement.** This Agreement is for the benefit of SVH, the City, the Lot owners within The Subdivision, and their heirs, devisees, assigns, and trustees, and may only be enforced by such parties. No other person or entity shall be entitled to claim a breach of this Agreement or to enforce the covenants, conditions, and restrictions contained herein, judicially or otherwise.

**Force Majeure.** Any prevention, delay or stoppage due to strikes, lock outs, labor disputes, Acts of God, inability to obtain labor or materials or reasonable substitute therefor, governmental restrictions, terrorist acts, governmental regulations, inclement weather, governmental controls, enemy or hostile government action, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage. All parties shall use reasonable efforts to overcome whatever may be impeding their performance of any obligation hereunder.

**Severability.** Should any provision of this Agreement be or become invalid, void, illegal or unenforceable, it shall be considered separate and severable from this Agreement, and the remaining provisions shall remain in force and be binding upon the parties hereto as though such invalid, void, illegal or unenforceable provision had not been included.

**No Partnership.** The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

**Captions and Headings.** The paragraph headings used throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

**Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

**Construction.** In construing the provisions of this Agreement, whenever the context has required, the use of a gender shall include all other genders, and the use of the singular shall include the plural, and the use of the plural shall include the singular.

**Joint and Several Obligations.** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

**Conflict.** It is the intent of the parties to implement the Shiloh Overlay Zoning District Regulations throughout The Subdivision. In the event of any conflict between the express terms of this PDA and the Shiloh Overlay Zoning District Regulations, the express terms and conditions of the PDA shall govern.

**Run with the Land.** The terms and conditions of this Agreement shall run with the land and shall be binding upon and shall inure to the benefit of SVH, the City, the Lot owners, and their heirs, successors, and assigns.

**Contact Person.** The Declarant shall designate a contact person who may be contacted with respect to any questions, comments, or concerns. The contact person shall be the Executive Director of St. Vincent Healthcare Foundation, Inc., or his/her designee. At the time of recording, the contact person shall be Dave Irion, Executive Director, St. Vincent Healthcare Foundation, Inc., P.O. Box 35200, Billings, MT 59107-5200 (telephone (406) 237-3601).

**NOTICE.**

**THIS AGREEMENT SHALL SERVE AS NOTICE TO ALL THIRD PARTIES, INCLUDING THOSE PURCHASING OR ACQUIRING AN INTEREST IN ANY OF THE PROPERTY WITHIN THE ST. VINCENT HEALTHCARE SUBDIVISION, OF THE EXPRESS RESTRICTIONS PLACED UPON THE LOTS WITHIN THE ST. VINCENT HEALTHCARE SUBDIVISION, AND SHALL FURTHER SERVE AS NOTICE THAT, SHOULD THE TERMS OF THIS AGREEMENT BE VIOLATED, THE PARTIES TO THIS AGREEMENT MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED HEREIN AND PROVIDED BY LAW AND EQUITY.**

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

**ST. VINCENT HEALTHCARE  
FOUNDATION, INC., as agent for the  
SISTERS OF CHARITY OF  
LEAVENWORTH HEALTH SYSTEM,  
INC.**

By \_\_\_\_\_  
Jason L. Barker  
Its President/CEO

**CITY OF BILLINGS**, a municipality

By \_\_\_\_\_  
Thomas W. Hanel  
Its Mayor

By \_\_\_\_\_  
CARI MARTIN  
City Clerk

STATE OF MONTANA )  
 )  
 ) ss  
County of Yellowstone )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jason L. Barker, known to me to be the President/CEO for ST. VINCENT HEALTHCARE INC., and agent of The Sisters of Charity of Leavenworth Health System, Inc., and acknowledged to me that she executed the within instrument on behalf of said corporation, as agent for the SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC., having first been authorized so to do.

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

(SEAL) \_\_\_\_\_ (signature)  
\_\_\_\_\_  
Printed Name  
Notary Public, State of Montana  
Residing at Billings, Montana  
My Commission Expires: \_\_\_\_\_  
xx/xx/xxxx

STATE OF MONTANA )  
 )  
 ) ss  
County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Thomas W. Hanel and CARL MARTIN, known to me to be the Mayor and City Clerk, respectively, for the CITY OF BILLINGS, and acknowledged to me that they executed the within instrument on behalf of said municipality, having first been authorized so to do.

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

(SEAL) \_\_\_\_\_ (signature)  
\_\_\_\_\_  
Printed name  
Notary Public, State of Montana  
Residing at Billings, Montana  
My Commission Expires: \_\_\_\_\_  
xx/xx/xxxx

# EXHIBIT A - ZONING MASTER PLAN ST VINCENT HEALTHCARE PLANNED DEVELOPMENT

