

## AGREEMENT

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as "City" and SAMUEL GOUCHENOUR and ANDREA GOUCHENOUR, husband and wife, hereinafter referred to as "Owner."

### WITNESSETH:

WHEREAS, Samuel and Andrea Gouchenour presently own Lots 12 - 14, Block 28, West Great Falls Addition, addressed as 1003 2nd Avenue Northwest; and

WHEREAS, said Lots 12 - 14 are occupied by an approximate 2300 square foot three story residential structure commonly referred to as the Collins Mansion and which previously has operated as a bed and breakfast facility; and

WHEREAS, Owner desires to use the Collins Mansion as a community center to host special event functions such as weddings, receptions, rehearsal dinners, birthday & retirement parties, special luncheons, and anniversaries; and

WHEREAS, said Lots 12 - 14 are presently zoned as R-3 Single-family high density use district wherein a community center which accommodates special event functions is permitted upon processing and approval of a conditional use application; and

WHEREAS, Owner has applied for a conditional use permit to allow the Collins Mansion on subject Lots 12 - 14 to serve as a community center; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on October 14, 2008, to consider said conditional use permit application and at the conclusion of said hearing, passed a motion recommending a conditional use permit be granted to allow the Collins Mansion on Lots 12 - 14, Block 28, West Great Falls Addition, to serve as a community center subject to the following terms and conditions;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Primary Use

Owner hereby agrees that the primary use upon said Lots 12 - 14 shall be as a single family dwelling unit with any bed and breakfast and/or community center operations being considered secondary or accessory in nature.

2. Parking Plan

To accommodate functions occurring at the Collins Mansion in conjunction with its use as a community center, Owner hereby agrees to adhere to a formal off-street parking plan satisfactory to the City Community Development Parking Supervisor.

3. Additional Permits

Owner hereby agrees to obtain a Safety Inspection Certificate for the community center from City and obtain any necessary approval and permits from the City-County Health Department in regard to undertaking any on-site food preparation for functions held at the Collins Mansion.

4. City Acceptance

City hereby agrees to approve Resolution No. 9794 granting a conditional use permit to allow the Collins Mansion on Lots 12 - 14, Block 28, West Great Falls Addition, to serve as a community center. Resolution No. 9794 becomes effective immediately upon approval by City.

5. Unforeseen Potentialities

It is mutually recognized, understood and agreed by City and Owner that subsequent to the time this agreement was entered into, events may occur and actions may be taken which were unforeseen by either party or both parties hereto. In this perspective, it is, therefore, agreed that the parties may by mutual subsequent agreement modify the terms, conditions and covenants of this Agreement.

6. Expiration of Approval

Should the Collins Mansion cease to operate as a community center for six (6) consecutive months, the conditional use permit authorized by Resolution No. 9794 shall expire.

7. Binding Effect

The provisions, covenants and terms of this Agreement shall be placed of record in the records of Cascade County, Montana, shall run with the land and shall be binding upon all devisees, heirs, successors and assigns of the signatories affixed hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth on page one hereof.

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

\_\_\_\_\_  
Gregory T. Doyon, City Manager

STATE OF MONTANA     )  
  : ss.  
County of Cascade     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Gregory T. Doyon, known to me to be the City Manager of the City of Great Falls, Montana, and the person whose name is subscribed to the instrument within and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

\_\_\_\_\_  
Notary Public for the State of Montana

\_\_\_\_\_  
Notary Public (Printed or Typed)  
Residing at Great Falls, Montana  
My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

Approved for Legal Content:

\_\_\_\_\_  
David V. Gliko, City Attorney

OWNER

\_\_\_\_\_  
Samuel Gouchenour

\_\_\_\_\_  
Andrea Gouchenour

STATE OF MONTANA     )  
                                      : ss.  
County of Cascade        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned, a Notary Public for the State of Montana, appeared Samuel Gouchenour and Andrea Gouchenour, 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 official seal the day and year hereinabove first written.

\_\_\_\_\_  
Notary Public for the State of Montana

\_\_\_\_\_  
Notary Public (Printed or Typed)  
Residing at \_\_\_\_\_, Montana  
My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)