

**Standard Form of Agreement between Owner
and Developer on the Basis of
A Stipulated Price
Paving 72nd St W**

SECTION I: PARTIES

This agreement is dated as of the 23rd day of May 2023, by and between Yellowstone County, Montana (hereinafter called Owner), and Brian Elkin, Billings, Montana (hereinafter called Developer).

SECTION II: PURPOSE

The Developer has created a new development that uses a portion of 72nd St W for its access that is currently gravel. The developer wishes to have that portion of 72nd St W receive an asphalt surface to provide better access to his development. The County has agreed to contribute to the improvement of the road by preparing the roads base to accept the new asphalt surface. The developer has agreed to provide funding for the asphalt surfacing not to exceed \$110,000.00.

SECTION III: RESPONSIBILITIES

County Responsibilities:

The County shall construct the road base as recommended in the Geotechnical Report provided by Rimrock Engineering. The county will provide the labor, equipment and materials to provide a 3-inch compacted section of asphalt for the road surface of this project.

Developer Responsibilities:

Upon successful completion of the Project, the Developer shall reimburse the County for the cost of the 3 inch compacted asphalt surface for the project including all labor, equipment and materials needed to complete the paving portion of the project not to exceed \$110,000.00

SECTION IV: INDEMNIFICATION

The County agrees to hold harmless and indemnify the Developer from and against all claims, losses damages, or liability, resulting from the negligence of the County or its employees and agents in the performance of this contract.

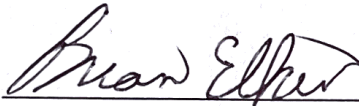
The Developer agrees to hold harmless and indemnify the County from and against all claims, losses damages, or liability, resulting from the negligence of the Developer or its employees and agents in the performance of this contract.

SECTION V: MISCELLANEOUS

Any claims or disputes arising out of this contract, its performance that is not disposed of by agreement of the parties, shall be submitted to mediation for resolution of the disagreement. If mediation fails the dispute shall be submitted to arbitration before a single arbitrator according to the rules and practices of the American Arbitration Association and the findings of the arbitrator shall be binding on all parties to this MOU. Any costs associated with medication and arbitration shall be born equally by both parties.

SECTION VI: TERMINATION AND DURATION

Both parties are bound by the terms of this contract until the Project is completed and the Project has been closed out. The Project will end when the Project has been closed out.



Brian Elkin
Developer

John Ostlund
Chairman
Yellowstone Board of County Commissioners

5-23-23

Date

Date