

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this ____ day of _____, 2023, by and between G2 Investments, LLC, PO Box 2023, Fargo, ND 58107 hereinafter referred to as “DEVELOPER,” and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the “CITY.” DEVELOPER and CITY are sometimes referred to in this Agreement individually as “Party” and collectively as the “Parties.”

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

Lots 3, 4, 5, 6, and 7 of Riverside Acreage Tracts Subdivision, according to the official plat of file and of record in the office of the Clerk and Recorder of said County, under Document No. 651367

hereinafter referred to as “Developer Tracts”

WHEREAS, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tracts; and

WHEREAS, DEVELOPER desires to annex Developer Tracts to the City; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tracts contingent upon an Annexation Agreement being executed between CITY 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. Roads and Access. The Developer Tracts will be accessed by way of approaches along South Frontage Road. Said approaches, including design

and number of approaches, must be reviewed and approved by the Montana Department of Transportation (MDT) and the City of Billings, who may require a traffic impact study at the time of development. The approaches must meet current MDT and City codes and regulations.

2. Sanitary Sewer. The Developer Tracts will be served by extending the existing sanitary sewer main in South Frontage Road. DEVELOPER will be responsible for connecting, constructing and extending sewer services from the sanitary sewer main in South Frontage Road to the property lines. DEVELOPER shall be responsible to construct a 12-inch sanitary sewer main along the South Frontage Road to the easternmost property line of the Developer Tracts. DEVELOPER shall dedicate any right-of-way necessary to extend the sanitary sewer main. If requested by DEVELOPER, City staff will forward a Compensation Agreement to City Council for approval of one-half of the cost to construct the sanitary sewer main since there are no property owners along the north side of the South Frontage Road.

DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits. Improvement plans must be submitted to the City of Billings and Montana Department of Transportation for approval.

3. Water. The Developer Tracts will be served by an existing water main in South Frontage Road. DEVELOPER will be responsible for connecting, constructing, and extending water services from the water main in South Frontage Road to the property lines.

DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits. Improvement plans must be submitted to the City of Billings and Montana Department of Transportation for approval.

DEVELOPER shall be responsible for reimbursement to the City's South Tax Increment Fund for the portion of water main that was previously paid for by City's Tax Increment Fund fronting the Developer Tracts.

4. Storm Drain. The DEVELOPER will manage storm drainage within the Developer Tracts in accordance with the City of Billings Stormwater Management Manual (2018). Stormwater services will be connected and extended at DEVELOPER's cost to the City-County Storm Drain located in South Frontage Road. Improvement plans must be submitted to the City of Billings and Montana Department of Transportation for approval.

5. Right-of-Way. Public right-of-way will be dedicated at no cost to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan, in accordance with the City of Billings Subdivision Regulations.
6. Street Improvements. DEVELOPER may be required to complete a traffic impact study at the time of development that will determine required improvements to South Frontage Road. The traffic impact study, if required, will be submitted for review and approval by the City of Billings and Montana Department of Transportation. The traffic study shall be prepared and paid for by DEVELOPER. Any street improvements required per the traffic study shall be installed at the DEVELOPER's cost.
7. Sidewalks and/or Multi-use Trail. DEVELOPER shall construct a 10-foot wide multi-use trail generally parallel and along the South Frontage Road along the entire lot frontage of Developer Tracts. The trail can be located within or outside of the Frontage Road right-of-way. If the trail is placed outside of the South Frontage Road right-of-way, DEVELOPER shall grant to the City a public easement for the trail at no cost to the City. The trail shall be constructed at the time of lot development. The development shall be responsible for the maintenance of the trail after construction.

DEVELOPER shall grant to the City of Billings a 20-foot-wide easement along the eastern property line of the Developer Tracts for a future multi-use trail running north to south. DEVELOPER shall grant to the City of Billings a 30-foot-wide easement along the southern portion of the property, paralleling the Yellowstone River, that is buildable for a future multi-use trail. The easement would allow the construction of a multi-use trail along with amenities associated with the trail. These easements shall be granted at no cost to the City.

8. Future Intersection Contributions. A traffic impact study will be required if Developer Tracts are developed to determine DEVELOPER's contributions to future intersection improvements if development exceeds 500 trips/day. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER.
9. Public Improvements. Should the City perform improvements listed in the Agreement or not listed in the Agreement benefitting the Developer Tracts, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, construction,

reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and park maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer Tracts can be included in a Special Improvements District for improvements identified in the Annexation Agreement regardless of location of individual properties in relation to the improvements.

10. Compliance. Nothing herein shall be deemed to exempt the Developer Tracts from compliance with any current or future City laws, rules, regulations, policies, and fees that are applicable to the development, redevelopment, or use of the subject property. Final plats or other dedications of the Developer Tracts will be transmitted to the City for City Council acceptance of dedication of right-of-way and public easements. Dedications, deeds or conveyances will be in the name of the City after the effective date of the annexation and will be forwarded to the City Council for acceptance.
11. 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.
12. 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.
13. 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”

G2 Investments LLC

By: _____

Title: _____

STATE OF _____)

:ss.

County of _____)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____ of G2 Investments LLC, 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 _____

Printed name: _____

Residing at: _____

My commission expires: _____

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and park maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Lots 3, 4, 5, 6, and 7 of Riverside Acreage Tracts Subdivision, according to the official plat of file and of record in the office of the Clerk and Recorder of said County, under Document No. 651367

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

“DEVELOPER”

G2 Investments LLC

By: _____

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