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Billings, MT 59101

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Lavonne Anderson, 1093 Lincoln Lane, Billings, MT 59105 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:

Lot 1A, Block 2 of La Ray Subdivision, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3347797.

Above referenced property is hereinafter referred to as “Developer Tract”

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

**WHEREAS**, DEVELOPER desires to annex Developer Tract to the City; and

**WHEREAS**, CITY has approved the Petition for Annexation by Resolution No. \_\_\_\_\_ for the Developer Tract contingent upon a Development 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 Tract will be accessed by way of an existing approach along Lincoln Lane.
2. Sanitary Sewer. The Developer Tract will be served by an existing sanitary sewer main located in Lincoln Lane. Construction of any sanitary sewer services shall be at the DEVELOPER's expense.

DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to hooking up to the sanitary sewer.

3. Water. The Developer Tract is currently within the Heights Water District.
4. Storm Drain. If the Developer Tract is re-developed or changed from the existing condition, as defined by the City of Billings Stormwater Management Manual, in the future, DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018).
5. Right-of-Way. Public Right-of-Way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. There is not any right-of-way dedication anticipated with the annexation, as it was previously dedicated with La Ray Subdivision.
6. Street Improvements. In the future, DEVELOPER will be required to participate in a Special Improvement District to construct curb and gutter, street, and storm drain improvements to Lincoln Lane and will be included in the waiver of right to protest.
7. Sidewalk or Multi-use Trail. In the future, DEVELOPER will be required to construct sidewalk along Developer Tract frontage and will be included in the waiver of right to protest.

DEVELOPER shall be responsible for the maintenance and replacement of the sidewalk and/or trail after construction.

8. Future Intersection Contributions. A traffic impact study will not be required at this time. A traffic impact study will be required if Developer Tracts are re-developed to determine DEVELOPERS contributions to future intersection improvements if re-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 DEVELOPERS.

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 parks 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 properties can be included in a Special Improvements District for improvements identified in Development Agreement regardless of location of individual properties in relation to the improvements.
9. Compliance. 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.





