

Return to: City of Billings Public Works Department
P.O. Box 1178
Billings, MT 59103

WAIVER OF RIGHT TO PROTEST ANNEXATION

Property Owner(s): MEADOWLARK OF BILLINGS, LLC, a Montana limited liability company

Mailing Address: _____

City/State/ZIP: _____

Property Description: (Attach legal description and include parcel number.)

Tracts 1 and 2 of Certificate of Survey No. 990 (Document No. 735675) and Tracts 1 – 6 of Certificate of Survey 926 (Document No. 716027), of which plat is on file and recorded at the Yellowstone County Clerk and Recorder’s Office.

Utility Service Requested: Water Sewer Other: _____

RECITALS

WHEREAS, the City of Billings, a Montana municipal corporation (“City”), may provide municipal utility services to properties located outside its city limits pursuant to Montana Code Annotated, including but not limited to §§ 7-13-4312, 7-2-4601 et seq., and applicable municipal ordinances; and

WHEREAS, the undersigned Property Owner (“Owner”) has requested that the City extend and/or provide utility service to the above-described property (“Property”), which is currently located outside the City limits; and

WHEREAS, as a condition of providing such service, the City requires a written Waiver of the Right to Protest Annexation, to be recorded against the Property, so that future annexation by the City may proceed without objection by the Owner.

AGREEMENT

1. Owner hereby voluntarily waives and relinquishes any and all rights to protest, object to, and seek judicial review of the annexation of the Property into the City of Billings, whether such annexation is initiated by petition, resolution of intent, or any other method authorized under Montana law.

2. This waiver is intended to run with the land and shall be binding upon the Owner, all heirs, successors, assigns, and future owners of the Property. Owner agrees that the City may record this Waiver in the Yellowstone County Clerk and Recorder's Office.

3. This Waiver is granted in consideration of the City's agreement to provide municipal utility service to the Property. Owner acknowledges that the City would not extend or continue utility service but for the execution of this Waiver.

4. The City makes no representation or guarantee regarding the timing or likelihood of future annexation. The City retains sole discretion concerning annexation decisions consistent with Montana law.

5. Owner agrees to disclose this Waiver to all future purchasers and understands that the waiver limits the ability of all future owners to object to annexation.

6. The Manager/Member signing below is duly authorized to execute this waiver on behalf of the LLC.

7. If any provision of this Waiver is found invalid, the remaining provisions shall remain in full force and effect.

Dated this ___ day of _____, 202__.

Owner: Meadowlark of Billings, LLC

By: _____,
_____, Manager/Member

STATE OF MONTANA)
)
COUNTY OF YELLOWSTONE)

On this ___ day of _____, 202__, before me, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument, and who stated that he/she is a Member of Meadowlark of Billings, LLC, a Montana limited liability company, and that he/she executed the same on behalf of the LLC.

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

Notary Signature

Notary Printed Name

Notary Public for the State of Montana

My Commission expires: _____, 20__.