

Return to:
Billings City Clerk
P.O. Box 1178
Billings, MT 59103

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this ____ day of _____, 20____, by and between JMS Holdings, LLC, PO Box 1059, Laurel, Montana, 59044, hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 316 N. 26th 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:

A parcel of land situated in the NW1/4, of Section22, Township 1 South, Range 25 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 1, of Certificate of Survey No. 3926, on file in the office of the Clerk and Recorder of said County, under Document No. 4108127.

Said annexation contains 52.00 Gross acres, more or less.

Above referenced property is hereinafter referred to as "Developer Tract" and is depicted in the attached Exhibit A.

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 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 Tract will be accessed, among other means, by way of existing public right-of-way along Hesper Road and South 48th Street West. Access to Hesper Road shall be limited to one access point at a spacing requirement and access type in accordance with the City of Billings Policy for Access Management or as otherwise approved by City Engineering. Access to South 48th Street West shall be limited to two access points at spacing requirements and access types in accordance with the City of Billings Policy for Access Management or as otherwise approved by City Engineering. No access point of any kind on South 48th Street West or Hesper Road shall be closer than 660-feet to the intersection of South 48th Street West and Hesper Road and any other access point created by DEVELOPER for Developer Tract.
2. Sanitary Sewer. DEVELOPER shall extend the 24-inch sewer main in Hesper Road from the current main terminus, west to the Hesper Road and South 48th Street West intersection. Additionally, although DEVELOPER is not required at this time to construct the sewer main in South 48th Street West from Hesper Road to the southern property boundary of Developer Tract, DEVELOPER will be responsible to participate in the future installation cost of stated sewer main if the County properties on the west side of South 48th Street West between Hesper Road and Canyon Creek create an improvement district or other similar mechanism to install sewer within this section of South 48th Street West.

DEVELOPER may submit a compensation agreement to oversize the sewer main in accordance with the City of Billings Rules and Regulations Governing Water and Sanitary Sewer in effect at the time of sewer main installation. If the City of Billings installs the sewer main prior to DEVELOPER, DEVELOPER shall reimburse the City for applicable costs in accordance with the City of Billings Rules and Regulations Governing Water and Sanitary Sewer in effect at the time of water main installation.

DEVELOPER shall install all other sewer mains within Developer Tract as necessary and at DEVELOPER's cost to serve Developer Tract.

DEVELOPER is responsible for reimbursement of the existing sewer main adjacent to Developer Tract per the City's Rules and Regulations Governing Water and Wastewater Service.

DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. Water. DEVELOPER shall install a water main along Hesper Road and South 48th Street West property frontages the total length of Developer Tract. The size shall be determined by the City at the time of development of Developer Tract. DEVELOPER may submit a compensation agreement to oversize the water main in accordance with the City of Billings Rules and Regulations Governing Water and Sanitary Sewer in effect at the time of water main installation. If the City of Billings installs the water main prior to DEVELOPER, DEVELOPER shall reimburse the City for applicable costs in accordance with the City of Billings Rules and Regulations Governing Water and Sanitary Sewer in effect at the time of water main installation.

DEVELOPER shall install all other water mains within Developer Tract as necessary and at DEVELOPER's cost to serve Developer Tract.

DEVELOPER is responsible for reimbursement of the existing water main adjacent to Developer Tract per the City's Rules and Regulations Governing Water and Wastewater Service.

DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits.

4. Storm Drain. DEVELOPER shall manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual and Chapter 28 of the Billings, Montana City Code (BMCC) in place at the time that each portion, part or tract of the Developer Tract is developed.

DEVELOPER shall be responsible for payment of applicable City storm water system development fees prior to the issuance of any building permits.

5. Right-of-Way. Public Right-of-Way will be dedicated to the City of Billings in accordance with the 2023 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. Right-of-way dedications shall include DEVELOPER dedicating principle arterial right-of-way widths along Developer Tract frontage to South 48th Street West and Hesper Road. DEVELOPER shall provide additional right-of-way dedication at the intersection of Hesper Road and South 48th Street West necessary to install a roundabout at this intersection. All other public roads constructed within Developer Tracts shall be constructed in right-of-way dedicated to the standards of the 2023 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations.

6. Street Improvements. DEVELOPER will be required at the time of development to construct the south half of Hesper Road and the east half of South 48th Street West to principle arterial standards complete with street widening, curb and gutter, streetlights, a multi-use trail, intersection improvements, turn lanes, storm drainage infrastructure necessary to construct the street, tapers, and any other improvements identified by the Developer Tract traffic accessibility study or otherwise required by CITY.

DEVELOPER shall construct all other streets and accessways internal to Development Tract to City standards.

DEVELOPER shall be responsible for the maintenance of the sidewalk and trails constructed by DEVELOPER after construction.

7. Sidewalk or Multi-use Trail. A sidewalk or multi-use trail as required by the City will be constructed at the expense of the DEVELOPER along the entire Hesper Road and South 48th Street West frontage of Developer Tract.

DEVELOPER shall be responsible for the maintenance and replacement of all the sidewalk and trails abutting and with Developer Tracts and constructed by DEVELOPER.

8. Future Intersection Contributions. A traffic impact study will be performed at the time of subdivision and/or development to determine DEVELOPER contributions to future intersection improvements.. 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 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 Annexation Agreement regardless of location of individual properties in relation to the improvements.

10. 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.
11. Warning and Indemnification Concerning City of Billings Water Reservoir. DEVELOPER, its successors and assigns, hereby acknowledge that the Developer Tract is located adjacent to the City of Billings Water Reservoir, creating an inherent risk of injury and property damage. DEVELOPER, its successors and assigns, hereby knowingly, voluntarily, and fully waive and release the CITY from any future right, privilege or claim for compensation, specific performance, injunction, or other remedy of any kind, including those unknown and unanticipated, arising from or in any way related to flood, breach, collapse, leakage, subsidence, earth movement, property damage, personal injury, or any other damage or injury of any kind caused by, emanating from, or in any way related to the City of Billings Water Reservoir or its construction, maintenance, or operation. DEVELOPER and such parties specifically acknowledge that claims waived and released hereby include, but are not limited to, claims arising from or related to the inherent risks related to the City of Billings Water Reservoir, as well as claims arising from or related to CITY's approval of plans or permits. DEVELOPER, its successors and assigns, are expressly advised to retain qualified professionals to assess and advise them on dangers posed by the subject facility, soil conditions, or any other hazards associated with Developer Tract. DEVELOPER, its successors and assigns, further acknowledge that Montana statutes and common law may impose duties requiring that they avoid damaging or impairing the operation of the City of Billings Water Reservoir. If any action of DEVELOPER or any of its successors and assigns (herein referred to as a "Responsible Party") causes damage or impairment to the City of Billings Water Reservoir which results in a claim against the CITY for compensation, specific performance, injunction, or other remedy, the Responsible Party shall fully defend, indemnify, and hold the CITY harmless from and against any such claim to the extent of the cause apportioned to the Responsible Party.

13. 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.
14. 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.
15. 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”

JMS Holdings, LLC

By: _____

Title: _____

STATE OF MONTANA)

:ss

County of Yellowstone)

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

Printed name: _____

Residing at: _____

My commission expires: _____

This Agreement is hereby approved and accepted by City of Billings, this ____ day of _____, 20____.

“CITY”

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 :ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

Approved as to Form:

City Attorney

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does 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 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 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:

A parcel of land situated in the NW1/4, of Section22, Township 1 South, Range 25 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 1, of Certificate of Survey No. 3926, on file in the office of the Clerk and Recorder of said County, under Document No. 4108127.

Said annexation contains 52.00 Gross acres, more or less.

“DEVELOPER”

JMS Holdings, LLC

By: _____

Title: _____

STATE OF MONTANA)
 :ss.

County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____ of JMS Holdings, LLC and who acknowledged to me that said DEVELOPER executed the same.

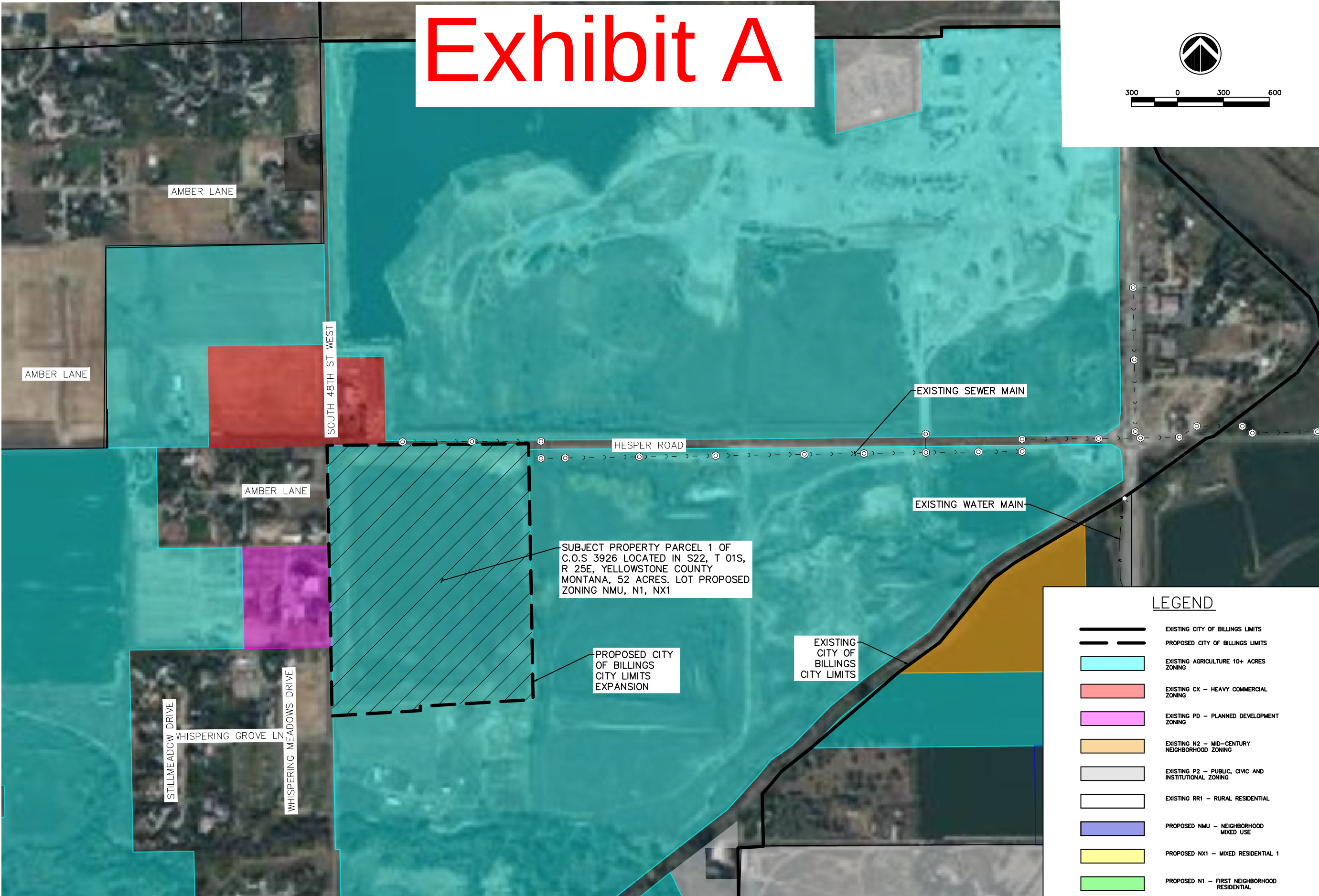
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

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Monday, July 20, 2026 1:14:54 PM
C:\25002148\00 DESIGN\CIVIL\3D\PLOT\25002148 ZONING AND ANNEXATION EXHIBIT.DWG

Exhibit A



LEGEND

- EXISTING CITY OF BILLINGS LIMITS
- PROPOSED CITY OF BILLINGS LIMITS
- EXISTING AGRICULTURE 10+ ACRES ZONING
- EXISTING CX - HEAVY COMMERCIAL ZONING
- EXISTING PD - PLANNED DEVELOPMENT ZONING
- EXISTING N2 - MID-CENTURY NEIGHBORHOOD ZONING
- EXISTING P2 - PUBLIC, CIVIC AND INSTITUTIONAL ZONING
- EXISTING RR1 - RURAL RESIDENTIAL
- PROPOSED NMU - NEIGHBORHOOD MIXED USE
- PROPOSED NX1 - MIXED RESIDENTIAL 1
- PROPOSED N1 - FIRST NEIGHBORHOOD RESIDENTIAL

REVISIONS

No.	DESCRIPTION	DATE



MULLEN SUBDIVISION
BILLINGS MONTANA
ANNEXATION EXHIBIT

IMEG Project No: 25002148
File Name: 25002148 Zoning and Annexation Exhibit.dwg
Drawing Number: 1
Field Book No:
Drawn By: GW
Check'd By: ML
Approved By: KK
Date: 07/20/2026
EXH1
Sheet 1 of 1