

Return to:  
Laurel Public Schools  
410 Colorado Ave.  
Laurel, Montana 59044

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **LAUREL PUBLIC SCHOOLS**, with a mailing address at 410 Colorado Avenue, Laurel, Montana 59044, (the “Developer”), and the **CITY OF LAUREL, MONTANA**, a municipal corporation, with a mailing address at 115 West 1st Street, Laurel, Montana, 59044 (the “City”).

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

Nutting Brothers Subdivision, Second Filing, Lots 1 and 2; according to the official plat on file and of record in the office of the Clerk and Recorder of said County, hereinafter referred to as “Developer Tract” as well as all adjacent public right-of-way.

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

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

**WHEREAS**, the City has approved the Petition for Annexation by Resolution No. \_\_\_\_\_ for the Developer Tract contingent that a Development Agreement, be executed between the City and the 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 shall be accessible by Alder Avenue and East 8th Street. East Maryland Lane also fronts the north boundary of the Developer Tract. No surface improvements to Alder Avenue, East 8th Street, or East Maryland Lane will be constructed upon annexation beyond pavement restoration for utility extensions. The City shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all future public road improvements.
- 2. Sanitary Sewer.** Developer Tract shall be served by the City wastewater system. The Developer shall extend a new sanitary sewer service from the existing 15-inch sanitary

sewer main in Alder Avenue to provide service to the school. No sanitary sewer mains are present in East Maryland Lane or East 8th Street. No sanitary sewer main extensions are to be constructed as part of this agreement. Plans and specifications shall be approved by the Public Works Department.

3. **Water.** Developer Tract shall be served by the City water system. The Developer shall extend a new water main from the existing 12-inch dead end water main in Alder Avenue north approximately 260 feet and terminating with a fire hydrant. New 4-inch domestic and fire water services are to be extended to the building. Plans and specifications shall be approved by the Public Works Department.

4. **Storm Drain.** The Developer shall extend a 12-inch storm drain in East 8th Street from an existing manhole at the intersection with Cottonwood Avenue to the Developer Tract. The City shall allow connection to the new storm drain to manage stormwater runoff from the developed site.

5. **Right-of-Way.** A 30-foot-wide right-of-way dedication for East Maryland Lane shall be granted by the Developer to the City upon annexation.

6. **Sidewalks.** The Developer shall construct new public sidewalks along Alder Avenue and East 8th Street. A future sidewalk shall be constructed along East Maryland Lane at the time of road construction. The existing 6-foot-tall chain link fence, located in the proposed right-of-way dedication, shall also be removed. Future sidewalk construction and fence removal shall be completed by the Developer or by participation in a Special Improvement District at the time of road construction.

7. **Other Public Improvements.** For any other improvements not specifically listed in this Agreement, 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, street construction and paving, curb, gutter, sidewalks, driveways, storm drainage, and street lighting. 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.

8. **Future Intersection Contributions.** No intersection contributions are required upon annexation.

9. **Late Comers Agreement.** No Late Comers Agreement is made with this annexation.

10. **Zoning.** The Property is to be zoned as Public.

**11. 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.

**12. 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.

**13. 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.

**14. 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.



This Agreement is hereby approved and accepted by the City of Laurel, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF LAUREL, MONTANA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

“City”

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 Laurel, 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 Laurel, Montana.

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

Approved as to Form:

\_\_\_\_\_  
City Attorney