

**MOUNTAINVIEW MEDICAL CENTER
ANNEXATION AGREEMENT**

THIS AGREEMENT is made and entered into this 16 day of May, 2023, by and between the City of White Sulphur Springs, a municipal corporation and political subdivision of the State of Montana, with offices at 105 West Hampton, White Sulphur Springs, Montana, and mailing address at PO Box 442, White Sulphur Springs, Montana, 59645, hereinafter referred to as "City," and Mountainview Medical Center, 16 W. Main Street., White Sulphur Springs, MT 59645, and mailing address at PO Box Q, White Sulphur Springs, Montana, 59645, hereinafter referred to as "Landowner."

WITNESSETH

WHEREAS, The Landowner is the owner of a tract of real property, hereinafter referred to as the "MOUNTAINVIEW MEDICAL CENTER ANNEXATION," situated in Meagher County, Montana, and more particularly described as follows:

A tract of land located in the Northeast 1/4 of Section 18, Township 9 North, Range 7 East, Principal Meridian, Montana, Meagher County, Montana, being more particularly described as follows:

Beginning at a survey monument, being a 5/8" x 24" rebar with 1.25" blue plastic cap marked "67665LS", from which the survey monument located at the Center One-Quarter corner of said Section 18 bears S00°32'02"E 465.21 feet; thence from said Point of Beginning N00°32'02"W 578.90 feet to a survey monument; thence N89°44'24"E 1129.00 feet to a survey monument; thence S00°32'02"E 578.90 feet to a survey monument; thence S89°44'24"W 1129.0 feet to the survey monument located at the Point of Beginning, containing 15.00 acres, more or less, and subject to all easements of record or apparent on the ground.

WHEREAS, the Landowner has petitioned the City for annexation of a contiguous tract, and

WHEREAS, the MOUNTAINVIEW MEDICAL CENTER ANNEXATION is not within the corporate limits of the City of White Sulphur Springs or another municipality but is contiguous to the City and may therefore be annexed to the City in accordance with the provisions of this Agreement and MCA Title 7, Chapter 2, Part 46; and

WHEREAS, all parties recognize that the annexation of the MOUNTAINVIEW MEDICAL CENTER ANNEXATION pursuant to MCA Section 7-2-4601, et. seq, will entitle the said property to City services, including municipal water and sewer service, as reflected in this Agreement; and

WHEREAS, MCA Section 7-2-4610 provides that a municipality and landowner can agree to the provision of services to the property to be annexed; and

WHEREAS, the MOUNTAINVIEW MEDICAL CENTER ANNEXATION is a unique annexation: it provides for and brings to the City of White Sulphur Springs a new a critical access hospital is one contiguous tract comprising approximately fifteen (15) acres, will be owned and maintained by the

Landowner for the foreseeable future, and replaces the existing critical access hospital, which has been a part of the community for many decades. Deviations from the standard review process of annexations and/or development to provide for the public health, safety and welfare of the City were necessarily made to accommodate this annexation, meet grant funding deadlines, and deal with unprecedented inflationary pressure. This annexation process, therefore, does not create a precedent, except for other similarly situated critical access hospitals; and

WHEREAS, the City's present water supply system will be enhanced and supplemented by the Landowner's addition of a twelve (12) inch water line as described below to the City's water supply infrastructure for this and other development proposals in the future; and

WHEREAS, all parties recognize that further development/construction of the MOUNTAINVIEW MEDICAL CENTER ANNEXATION will impact Bachler Lane, and 6th Avenue Southeast, which are adjacent streets to the annexation area, and Folsom Street and Garfield Streets which intersect from the west side of the property but are, at present undeveloped east of 6th Avenue South East; and

WHEREAS, all parties recognize that further development/construction will occur on Bachler Lane and 6th Avenue Southeast as necessary to install water or sewer lines for the annexation; and connections for Folsom Street and Garfield Streets may be required as the property is developed; and

WHEREAS, the Landowner finds that this Agreement will provide for the most satisfactory and dependable water supply or service available to furnish water and provide traffic circulation for development near and within the MOUNTAINVIEW MEDICAL CENTER ANNEXATION; and

WHEREAS, the making and performance of this Agreement is desirable to promote the development of the most adequate water supply and traffic circulation pattern for the City as it now exists and as it might reasonably be expected to grow in the future; and

WHEREAS, the parties agree that it is in the best interest of the City and the Landowner, and in furtherance of the public health, safety, and welfare of the community to enter into and implement this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Recitals

The above recitals are true and correct.

2. Annexation

The Landowner filed an application/petition for annexation of the MOUNTAINVIEW MEDICAL CENTER ANNEXATION with the City on or about April 29, 2021, and amended its petition on or about July 5, 2022. By execution of this Agreement, the City has manifested its intention to annex the subject property pursuant to the terms and conditions of this Agreement. Subject to the provisions of Title 7, Chapter 2, Part 46, the City shall, upon execution of this Agreement, adopt a Resolution of Annexation of the MOUNTAINVIEW MEDICAL CENTER ANNEXATION to the City. Further, upon the execution of this Agreement, the Landowner shall do all things necessary and

proper to aid and assist the City in carrying out the terms, conditions, and provisions of this Agreement and effectuate the annexation of the MOUNTAINVIEW MEDICAL CENTER ANNEXATION tract to the City. Further, the Landowner acknowledges that Annexation requires it to abide by the City of White Sulphur Springs Code of Ordinances as they presently exist or as they may be amended from time to time.

3. Services Provided

At this time, the fifteen (15) acre tract has no improvements or city services; it is bare land. The City will, through annexation, make available those City services currently existing and available, including municipal water service, municipal sewer service, law enforcement protection, and volunteer fire service protection to MOUNTAINVIEW MEDICAL CENTER ANNEXATION.

4. Effective Date of Agreement

This Agreement is and shall be effective only upon approval of the City's Resolution of Annexation, to which it is attached, and as filed with the Meagher County Clerk and Recorder's Office.

5. Effect of Resolution of Annexation

Pursuant to MCA Section 7-2-4607(2), upon filing the resolution, the annexation of the property as identified herein will be complete and the annexed property will be part of the City of White Sulphur Springs, Montana. The landowner, its heirs, successors, or assigns understand that the City of White Sulphur Springs shall have the power to pass all necessary ordinances pertaining thereto and further understands that it is required to comply with all ordinances, codes, regulations, taxes, fees, assessments and permitting processes from the date of filing of the Resolution of Annexation.

6. Municipal Water Service

The term "municipal water service" as is used in this Agreement shall be the service which is supplied by the City in accordance with Title 8, Chapters 1 and 2, and applicable provisions of Title 9, Chapter 6 of the White Sulphur Springs City Ordinances, or as may be amended, as well as any other terms and conditions which apply to the City's provision of this service. This Agreement does not obligate the extension of lines or construction of necessary improvements at any cost to the City for delivery of water within the MOUNTAINVIEW MEDICAL CENTER ANNEXATION. Final design and connection to the existing City Service shall be approved by the City's Contract Engineer in consultation with the Landowner's Engineer, and, as may be necessary, the City Public Works Division. Costs of connection, not to exceed five thousand Dollars (\$5,000) in accordance with §8.1.2 WSS Code of Ordinance and associated Resolution 2022-7 as to fees, shall be borne by the Landowner, except however, that City personnel or contractors must perform the final connection to the System in accordance with existing ordinances, and including the installation of a curb stop. The Landowner or their designee must coordinate installation of the water services within the last ten feet of the agreed connection point with the City Public Works Division. If it is determined by the City's Contract Engineer or designee that existing City water services must be upgraded, then and only then will the City bear the cost of improvements to its existing facilities to accommodate the connection of the annexed property, which is necessarily outside of the annexed property. However, this upgrade will not adversely affect connection by the Landowner.

Additionally, the Landowner agrees to install, at its cost, a twelve (12) inch water line from the eastern City water source to the annexed property, and any required resizing to meet the proposed plan or any amendments to the plan.

Nothing in this Agreement shall obligate the City to pay for right-of-way acquisition, engineering, construction and other costs for the delivery of water within the MOUNTAINVIEW MEDICAL CENTER ANNEXATION if additional buildings or services are developed or situated on the property in the future. Any new connections must be made in accordance with City Code as it exists at the time of application.

7. Municipal Sewer Service

The term “municipal sewer service” as is used in this Agreement shall be the service which is supplied by the City in accordance with Title 8, Chapter 3, and applicable provisions of Title 9, Chapter 6 of the White Sulphur Springs City Ordinances, or as may be amended, as well as any other terms and conditions which apply to the City’s provision of this service. This Agreement does not obligate the extension of lines or construction of necessary improvements at any cost to the City for municipal sewer service within the MOUNTAINVIEW MEDICAL CENTER ANNEXATION. Final design and connection to the existing City Service shall be approved by the City’s Contract Engineer in consultation with the Landowner’s Engineer, and, as may be necessary, the City Public Works Division. Costs of connection, not to exceed five thousand Dollars (\$5,000) in accordance with §8.2.7 WSS Code of Ordinance and associated Resolution 2022-7 as to fees, shall be borne by the Landowner, except however, that City personnel or contractors must perform the final connect to the system in accordance with existing ordinances. The Landowner or their designee must coordinate installation of the municipal sewer services within the last ten feet of the agreed connection point with the City Public Works Division. If it is determined by the City’s Contract Engineer or designee that existing City municipal sewer services must be upgraded, then and only then will the City bear the cost of improvements to its existing facilities to accommodate the connection of the annexed property, which is necessarily outside of the annexed property. However, this upgrade will not adversely affect connection by the Landowner.

Nothing in this Agreement shall obligate the City to pay for right-of-way acquisition, engineering, construction and other costs for the delivery of municipal sewer services within the MOUNTAINVIEW MEDICAL CENTER ANNEXATION if additional buildings or services are developed or situated on the property in the future. Any new connections must be made in accordance with City Code as it exists at the time of application.

8. Easements

The parties further understand the City requires easements on their behalf for ingress and egress by the public and city personnel, and a minimum width of thirty feet (30’) for all utilities installed on MOUNTAINVIEW MEDICAL CENTER ANNEXATION, or obtained for the benefit of MOUNTAINVIEW MEDICAL CENTER ANNEXATION on other private property related to infrastructure such as water and municipal sewer services. Landowner shall obtain easements in a form approved by the City and in the name of the City to be recorded with the Meagher County Clerk and Recorder’s Office upon substantial completion of the utility work.

9. Comprehensive Water and Sewer Design Report(s)

The Landowner’s Engineer will be required to continue development of its water and sewer designs, submit reports, and coordinate with the City Contract Engineer as updates occur with

respect to these systems. All updates shall be provided to the City through its City Contract Engineer, Great West Engineering, and shall include consultation with the City Contract Engineer to confirm the designs and specifications in those plans meet with the existing systems of the City and are appropriately sized and designed to conform to the existing infrastructure.

The design shall include hydrant specifications for emergency water service needs, any water/sewer access points, and drainage locations for stormwater and the stormwater system. All water/sewer access points and tie-ins to the existing infrastructure must meet City requirements under Title 8 of the City Ordinance and as determined by the City's Contract Engineer, and consultation with the City's Public Works Division as required, to include: proper siting of curb stops, cutoffs, water meters, and related water/sewer connections as provided in the ordinance.

10. Future Development and/or Subdivision

Landowner agrees any future development would be governed by a separate agreement and annexation process, as applicable. Any concessions or deviations from the usual annexation process contained in this Agreement were due to the significant challenges and opportunities presented by this annexation. Landowner explicitly agrees this Agreement creates no precedent moving forward.

11. Stormwater Master Plan

Landowner agrees that a stormwater drainage, grading, and detention/retention plan will be submitted and approved by the Department of Environmental Quality (DEQ). The City agrees that DEQ has primary control regarding approval. The Landowner agrees to copy all correspondence with DEQ to the City and keep them informed of the progress with DEQ. Both parties agree the plan must demonstrate that adequate treatment of runoff from the public streets and all future lots will be achieved by providing spot elevations, flow direction arrows, detention and/or retention basin details (including basin sizing calculations and basin typical sections), outlet structure details, and culvert capacity calculations. Upon final approval, the plan shall become part of this Annexation Agreement.

The Landowner acknowledges the City cannot manage or maintain any drainage ways or culvert areas not located within dedicated City right-of-way absent specific consent of a landowner.

12. Traffic Analysis Report

The parties agree the Landowner has submitted a Traffic Impact Study conducted in September 2022. This Traffic Impact Study is incorporated into this Agreement, subject to any updates which may occur during construction. The Landowner has completed a geotechnical and pavement analysis for the annexation area. As part of the MOUNTAINVIEW MEDICAL CENTER ANNEXATION, signage for traffic is part of the plan, but specific signage is still in development.

The Landowner shall continue to work with the City and the City's Contract Engineer to identify appropriate signage in conformance with the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration, together with the requirements of the Montana Department of Transportation. The Landowner and the City will work together to address any cost issues during the development and construction phase to identify funding sources as and when required, and such shall be the subject of a separate written agreement.

The Landowner has pledged to assist with any efforts to obtain funding from grants for city infrastructure. The City nevertheless agrees and acknowledges that Landowner is not obligated to finance, pay or otherwise provide for street improvements outside the bounds of the annexation.

13. Parks, Open Space and Trails

The Landowner understands and agrees that the City/County Growth Policy identifies elements of parks, open space and trails of importance to the community. The Landowner agrees to work with the City in considering future expansion of such amenities as and when appropriate to enhance the property.

14. Medical Waste and Solid Waste Disposal

Landowner has submitted information as to siting and disposal of medical waste and solid waste through identified carriers and processes. The submitted information is incorporated in this Agreement and shall be part of the annexation.

15. Master Plan (Growth Policy)

The Landowner acknowledges and agrees that future development will comply with the goals and policies identified in the existing and any updated City/County Growth Policy, or any City Master Plan, should the City adopt such a plan. The City will work in collaboration with the MOUNTAINVIEW MEDICAL CENTER ANNEXATION and the City/County Planning Board to put forward appropriate growth and planning criteria which may impact future development of the site, having due consideration for the unique elements of the MOUNTAINVIEW MEDICAL CENTER ANNEXATION.

16. Governing Law and Venue

This Agreement shall be construed under and governed by the laws of the state of Montana. In the event of litigation concerning this Agreement, venue is in the Fourteenth Judicial District Court, Meagher County, State of Montana

17. 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, then the prevailing party shall be entitled to reasonable attorney's fees and costs, to include the salary and costs of in-house or contract counsel including City Attorney.

18. Waiver

No waiver by either party of any breach of any term, covenant, or agreement shall be deemed a waiver of the same or any subsequent breach of this some or any other term, covenant, or agreement. No covenant, term or agreement shall be deemed waived by either party unless waived in writing.

19. Invalid Provision

The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

20. Modifications or Alterations

No modification or amendment of this Agreement shall be valid unless evidenced by a writing signed by the parties hereto.

21. No Assignment

It is expressly agreed that the Landowner shall not assign this Agreement in whole or in part without prior written consent of the City. However, upon completion of the work identified within this Agreement, this specific provision shall lapse and be of no further force or effect.

22. Covenants to Run with the Land

The parties intend that the terms of this Agreement shall be covenants running with the land and shall not expire at their deaths or upon transfer of ownership of the property.

23. Authority

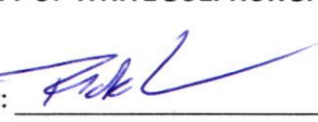
The Undersigned representative of the Landowner affirms that they have authority to enter into this Agreement on behalf of Landowner, and to bind the Landowner to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.


MOUNTAINVIEW MEDICAL CENTER

By: 
Rob Brandt, CEO

CITY OF WHITE SULPHUR SPRINGS

By: 
Rick Nelson, Mayor

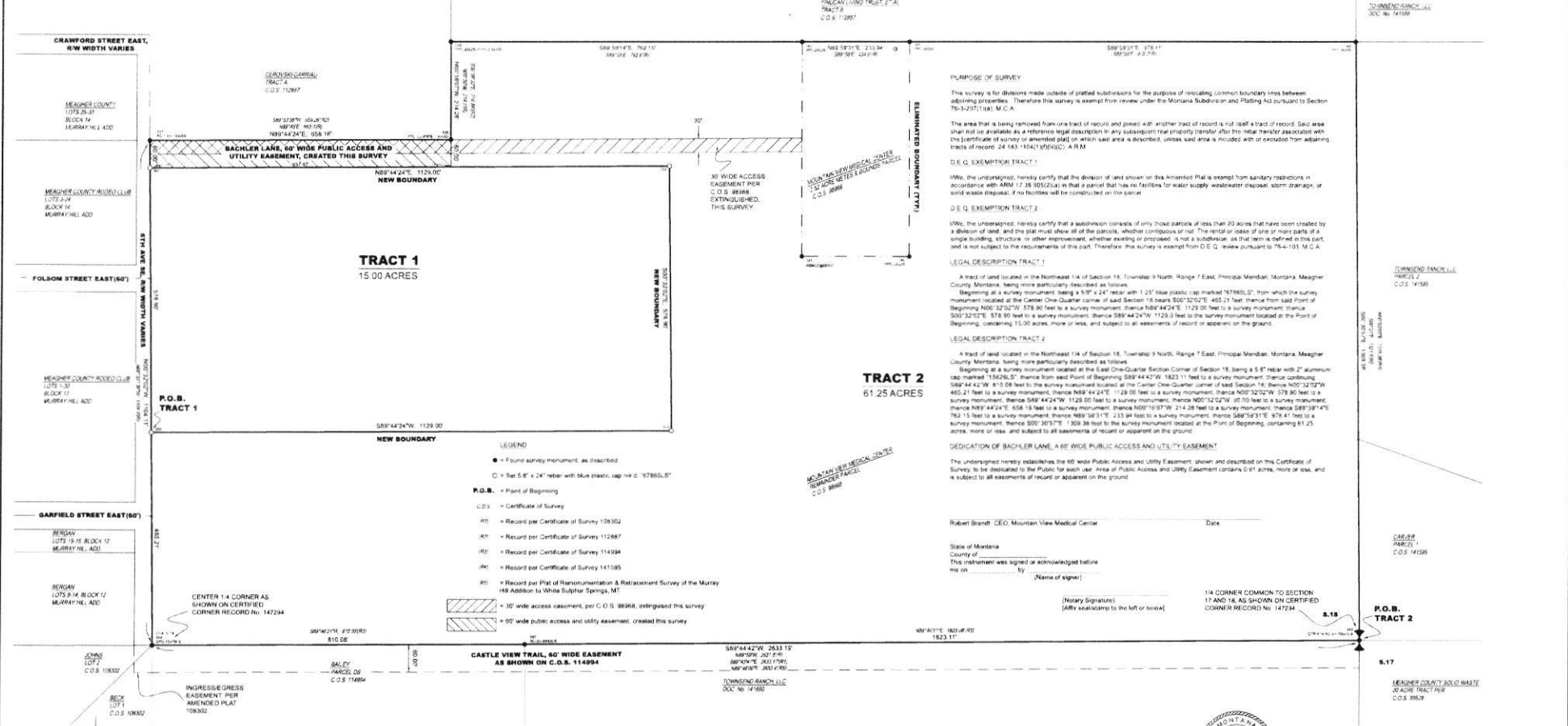
ATTEST:


Michelle Stidham, City Clerk

CERTIFICATE OF SURVEY

VENOY 22-01 MOUNTAIN VIEW MEDICAL LOCAL 46

**PURPOSE: BOUNDARY LINE ADJUSTMENTS BETWEEN TWO CONTIGUOUS PARCELS
 LOCATED IN THE NE1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 7 EAST, PRINCIPAL MERIDIAN, MONTANA, MEAGHER COUNTY, MONTANA
 COMMISSIONED BY ROBERT BRANDT
 FIELD WORK PERFORMED DEC. 2021 AND JANUARY 2022**



PURPOSE OF SURVEY
 This survey is for divisions made outside of stated subdivisions for the purpose of receding common boundary lines between adjoining properties. Therefore this survey is exempt from review under the Montana Subdivision and Plating Act pursuant to Section 76-3-207(1)(b), M.C.A.

The area that is being removed from one tract of record and joined with another tract of record is not itself a tract of record. Said area shall not be available as a reference legal description in any subsequent tract property transfer. After the related transfer associated with this Certificate of Survey or amended plat on which said area is described, unless said area is included with or excluded from adjoining tracts of record 24.183.1154(1)(b)(iv)(c), A.R.M.

D.E.Q. EXEMPTION TRACT 1
 I/We, the undersigned, hereby certify that the division of land shown on this Amended Plat is exempt from sanitary restrictions in accordance with ARM 17.28.305(2)(a) in that a parcel that has no facilities for water supply wastewater disposal, storm drainage, or solid waste disposal, if no facilities will be constructed on this parcel.

D.E.Q. EXEMPTION TRACT 2
 I/We, the undersigned, hereby certify that a subdivision consists of only those parcels of less than 20 acres that have been created by a division of land, and the plat must show all of the parcels, whether contiguous or not. The rental or lease of one or more parts of a single building, structure, or other improvement, whether existing or proposed, is not a subdivision, as that term is defined in this part, and is not subject to the requirements of this part. Therefore this survey is exempt from D.E.Q. rules pursuant to 76A-101.18 C.A.

LEGAL DESCRIPTION TRACT 1
 A tract of land located in the Northeast 1/4 of Section 18, Township 9 North, Range 7 East, Principal Meridian, Montana, Meagher County, Montana, being more particularly described as follows:
 Beginning at a survey monument being a 3" x 24" metal with 1.25" blue plastic cap marked "67885LS", from which the survey monument located at the Center One-Quarter Corner of said Section 18 bears S00°32'02"E, 465.21 feet; thence from said Point of Beginning N00°32'02"E, 578.90 feet to a survey monument; thence N89°44'24"E, 1129.00 feet to a survey monument; thence S89°44'24"W, 1129.00 feet to a survey monument; thence S89°44'24"W, 1129.00 feet to a survey monument located at the Point of Beginning, containing 15.00 acres, more or less, and subject to all assessments of record or apparent on the ground.

LEGAL DESCRIPTION TRACT 2
 A tract of land located in the Northeast 1/4 of Section 18, Township 9 North, Range 7 East, Principal Meridian, Montana, Meagher County, Montana, being more particularly described as follows:
 Beginning at a survey monument located at the East One-Quarter Section Corner of Section 18, being a 5" x 8" metal with 2" aluminum cap marked "15629LS", thence from said Point of Beginning S89°44'24"W, 1823.11 feet to a survey monument; thence S89°44'24"W, 610.58 feet to the survey monument located at the Center One-Quarter corner of said Section 18; thence N00°32'02"W, 465.21 feet to a survey monument; thence N89°44'24"E, 1129.00 feet to a survey monument; thence N00°32'02"E, 578.90 feet to a survey monument; thence S89°44'24"W, 1129.00 feet to a survey monument; thence N00°32'02"E, 465.21 feet to a survey monument; thence N89°44'24"E, 658.18 feet to a survey monument; thence N00°19'27"W, 214.28 feet to a survey monument; thence S89°38'14"E, 792.15 feet to a survey monument; thence N89°38'13"E, 233.94 feet to a survey monument; thence S89°38'13"E, 978.41 feet to a survey monument; thence S00°30'37"E, 1309.38 feet to the survey monument located at the Point of Beginning, containing 61.25 acres, more or less, and subject to all assessments of record or apparent on the ground.

DEDICATION OF BACHLER LANE, A 60' WIDE PUBLIC ACCESS AND UTILITY EASEMENT
 The undersigned hereby establishes the 60' wide Public Access and Utility Easement, shown and described on this Certificate of Survey, to be dedicated to the Public for such use. Area of Public Access and Utility Easement contains 0.61 acres, more or less, and is subject to all assessments of record or apparent on the ground.

Robert Brandt, CEO, Mountain View Medical Center _____ Date _____
 State of Montana _____
 County of _____
 This statement was signed or acknowledged before me on _____ by _____ (Name of signer)

(Notary Signature)
 (After acknowledgment to the left or below)

1/4 CORNER COMMON TO SECTION 17 AND 18, AS SHOWN ON CERTIFIED CORNER RECORD NO. 14724

- LEGEND**
- = Found survey monument, as described
 - = Set 5" x 24" metal with blue plastic cap "no. id. '67885LS"
 - P.O.B. = Point of Beginning
 - C.O.S. = Certificate of Survey
 - RT = Record per Certificate of Survey 108302
 - RT = Record per Certificate of Survey 112847
 - RT = Record per Certificate of Survey 114594
 - RT = Record per Certificate of Survey 141595
 - RM = Record per Plat of Reimbursement & Retracement Survey of the Murry #18 Addition to White Sulphur Springs, MT
 - ▨ = 30' wide access easement, per C.O.S. 98968, extinguished this survey
 - ▨ = 60' wide public access and utility easement, created this survey

CASTLE VIEW TRAIL, 40' WIDE EASEMENT AS SHOWN ON C.O.S. 114994

BASIS OF BEARINGS
 Bearings are Geodetic North through the geographic center of the City of White Sulphur Springs, being located at the intersection of S Center Ave and E Alabama Street, having Geographic Coordinates of:
 Latitude: N48°32'44.36"
 Longitude: W107°54'11.48"
 NAD83(2011) (EPOCH 2010 0000)



COUNTY TREASURER
 Geocode 47-1799-18-1-01-25-0001 Assessment Code:000000134
 Geocode 47-1799-18-1-01-25-0000 Assessment Code:0000002198
 I certify pursuant to Section 76-3-207(3), M.C.A. that all real property taxes and special assessments assessed and levied on the land encompassed by this Certificate of Survey have been paid.
 Meagher County Treasurer _____ Date _____

CERTIFICATE OF EXAMINING LAND SURVEYOR
 Reviewed for errors and omissions in calculation and drafting this _____ day of _____, 20____ pursuant to Section 76-3-411 (2)(1a), M.C.A.
 Examining Land Surveyor _____
 Reg. No. _____

CERTIFICATE OF FILING
 State of Montana _____
 County of _____
 Filed for record this _____ day of _____, 20____ at _____ o'clock.
 Clerk and Recorder _____
 Meagher County, Montana



CERTIFICATE OF SURVEYOR
 I, Michael T. Newhouse, a licensed Professional Land Surveyor in the State of Montana, do hereby certify that this is a true representation of a survey made under my direct supervision.
 Michael T. Newhouse, Montana Reg. No. 67665LS _____ Date _____

1/4	SEC	T.	R.
1	18	9N	7E
2			
3			
4			

J&R T ENGINEERS LLC
 1229 E. Lyndale Ave
 Helena, MT 59601
 www.jrtengineers.com
 406.443.1308
 DRAWN BY: WLS
 County: MEAGHER MONTANA P.M. Date: 1/14/2022