

Return to:

City Clerk
City of Polson
106 First Street East
Polson, MT 59860

**CITY OF POLSON
RESOLUTION NUMBER 2019-011**

A RESOLUTION EXTENDING THE CORPORATE LIMITS OF THE CITY OF POLSON, MONTANA, TO ANNEX WITHIN THE BOUNDARIES OF THE CITY, WITH CONDITIONS, CERTAIN TRACTS AND PARCELS OF LAND DESCRIBED HEREINAFTER.

LEGAL DESCRIPTION: Those certain tracts of real property known as:

A portion of Tract 2, COS No. 5541, located in a portion of the SE ¼ NW ¼, Section 9, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, further shown and described as being Lot 1 on Certificate of Survey No. 7334-FT

As shown on Exhibit A attached hereto and made a part hereof.

WHEREAS, Lisa Wall-Wilbert, as the owner of the above described parcel, has filed a petition with the City Clerk requesting annexation of such properties into the corporate boundaries of the City of Polson; the Polson City Commission has considered this petition for annexation pursuant to the statutory annexation by petition method set forth in Title 7 Chapter 2 Part 46 Section 4601 (3)(a)(ii) Montana Code Annotated (MCA), and

WHEREAS, the herein described property is proposed for eventual development as a pre-school and will require sewer and water services for its facility; that the petitioners understand that they will be responsible for costs associated with such interior and exterior infrastructure that may be necessary to support such future development; and

WHEREAS, all development of these properties is subject to the rules, regulation and requirements of the City, including the provision of Services Plan of the City of Polson; and

WHEREAS, it was determined that the City is able to provide services for fire and police to the property; FURTHER that said services will commence upon the effective date of the annexation: and

WHEREAS, the parcel described herein is currently zoned County MRZD and should continue the same as MRZD which is appropriate and compatible with the use proposed; FURTHER, this parcel is situated adjacent to City Commission Voting Ward No. 3, and it is the intention of the Commission to add this parcel to said Ward;

WHEREAS, the petitioners have executed waivers of protest, for themselves, their heirs and assigns, to the imposition of special improvement districts for water, sewer, and streets for a term not to exceed 20 years, if the same becomes necessary;

WHEREAS, the petition for annexation was duly heard by the City Commission upon notice on the September 16, 2019 meeting; the Commission, having fully heard the testimony and reviewed the materials submitted by the City Planning staff in support of such Petition, finds that the annexation of these properties is deemed to be in the best

interest of the City of Polson, the inhabitants thereof and for the future use of the land described herein. FURTHER, such property is within the urban growth boundary that the boundaries of the City of Polson and the extension of such boundary is within the scope of the Polson Growth Policy;

NOW, THEREFORE, BE IT RESOLVED, that the corporate limits of the City of Polson be and are extended to incorporate and annex the tract of land herein described; and

BE IT FURTHER RESOLVED, that Commission finds that the property meets the criteria of the Services Plan of the City of Polson, the extension of City services, and the Polson Growth Policy;

BE IT FURTHER RESOLVED, that the property is hereby zoned MRZD;

FURTHER the parcel is assigned to City Commission Voting Ward No. 3; and

BE IT FURTHER RESOLVED that the minutes of City Commission of the City of Polson, Montana, incorporate this resolution; and

BE IT FURTHER RESOLVED that if the city annexation of any lot(s), parcel(s), block(s) or tract(s) of land annexed into the city pursuant to this city annexation resolution or any provision of this resolution is ever held to be invalid or unconstitutional, the City Commission hereby declares that any such decision shall not affect the validity of the annexation of the remaining lot(s), parcel(s), block(s) or tract(s) of land annexed into the city or the remaining provisions of this resolution. The City Commission hereby declares that it would have passed this resolution and annexed each lot(s), parcel(s), block(s) or tracts(s) of land into the city as well as each provision of this resolution irrespective of the fact that the annexation of any one or more lot(s), parcel(s), block(s) or tract(s) of land annexed into the city or provision of this resolution may have been declared invalid or unconstitutional, and if for any reason the annexation of any lot(s), parcel(s), block(s), tract(s) of land or any provision of this resolution should be declared invalid or unconstitutional, then the annexation of the remaining lot(s), parcel(s), block(s) or tracts(s) of land and resolution provisions are intended to be and shall be in full force and effect as enacted by the City Commission; and

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to file this resolution with the Clerk and Recorder of Lake County. This annexation shall become effective from and after the date of the filing of said document with the Lake County Clerk and Recorder.

PASSED AND ADOPTED this 16th day of September, 2019.

CITY OF POLSON

Paul Briney, Mayor

Attest:

Wade Nash, Interim City Manager

Cora E. Pritt, City Clerk

STATE OF MONTANA)
 :ss.
County of Lake)

On this _____ day of _____, 2019, before me the undersigned Notary Public for the State of Montana, personally appeared **Paul Briney**, known to me to be the Mayor of the City of Polson and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for the State of Montana

Printed Name of Notary

Residing at Polson, Montana

My commission expires: ___/___/20___



106 1st Street E., Polson, MT 59860
 406-883-8200 Fax 406-883-8238
 www.cityofpolson.com



PAID
 AUG 08 2019
 to the
 City of Polson

PETITION FOR ANNEXATION

NAME OF APPLICANT: Lisa Wall-Wilbert
 MAIL ADDRESS: 111 11th Ave W
 CITY/STATE/ZIP: Polson MT 59860 PHONE: 406-250-6485
 INTEREST IN PROPERTY: 100%

Other Parties of Interest to be Notified:

PARTIES OF INTEREST: _____
 MAIL ADDRESS: _____
 CITY/STATE/ZIP: _____ PHONE: _____
 INTEREST IN PROPERTY: _____

PLEASE COMPLETE THE FOLLOWING:

Address of the property: Lot 1 of Cas 7334
 Legal Description: same
 (Lot and Block of Subdivision; Tract #)

(Section, Township, Range) (Attach metes and bounds as Exhibit A)

Land in project (ac): 3
 Current estimated market value \$150,000 at 50% build out \$1,000,000
 at 100% build out \$2,000,000.

Is there a Rural Fire Department RSID or Bond on this property Yes ? No _____

If yes remaining balance is \$ _____

The present zoning of the above property is: MRZD

The proposed zoning of the above property is: MRZD

The signing of this application signifies that the foregoing information is true and accurate based upon the best information available and further grants approval for Polson Planning staff to be present on the property for routine inspection during the annexation process.

Lisa Wall-Wilbert
 (Applicant)

8/8/19
 (Date)

NOTICE OF WITHDRAWAL FROM POLSON RURAL FIRE DISTRICT,
AND PETITION FOR ANNEXATION

To: Polson Rural Fire District, City Manager and City Commission of Polson

WITNESSETH:

1. Petitioner(s) Lisa Wall-Wilbert are owners of the following described tract of land located outside the exterior boundaries of the city of Polson: (describe or attach copy of deed showing legal description)
attached Exhibit A.
(A complete and accurate legal description is mandatory for consideration of the petition; tax statements or certificate of survey is insufficient.)
2. Petitioner(s) have mailed or otherwise caused to be delivered a copy of this Notice and Petition to the Polson Rural Fire District in compliance with Section 7-33-2127, M.C.A., advising the District of Petitioner's intent to annex the above-described real property, such notice and annexation to cause the within real property to be detracted from the District.
3. Your Petitioner(s) enter this Petition pursuant to the provisions of Section 7-2-4601, M.C.A., and by their signatures hereupon certify that:

W Petitioner(s) are more than 50% of the resident electors owning real property in the area to be annexed; or,

W Petitioner(s) are the owner or owners of 50% of the real property in the area to be annexed, and

W that any bonded indebtedness encumbering the property in favor of the Polson Rural Fire District has been paid in full, and the receipt therefor is attached hereto.

WHEREFORE Petitioner(s) pray that the governing body of the city of Polson adopt such resolution as is necessary to provide that the subject real property be annexed and embraced within the corporate limits of the City of Polson.

DATED THIS 30th day of July, 2019.

Lisa Wall-Wilbert
(Property Owner/Petitioner)

(Property Owner/Petitioner)

ATTEST: Cora E. Pitt
City Clerk

Voting Ward 3 Zoning MRZD
(Subject to later zoning ordinance revisions.)

STATE OF MONTANA)

: ss.

County of Lake)

On this 30 day of July, 2019, before me a Notary Public for the State of Montana, personally appeared Lisa Wall-Wilbert and Cara Pratt, known to me to be the persons whose names are subscribed within instrument and acknowledged to me that they executed the same.

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

Bea Smith
Notary Public for the State of Montana
Residing at
My commission expires:

REVIEWED BY CITY OFFICIALS: [Signature]
(Water/Sewer Superintendent)

[Signature]
(Planning Official)

[Signature]
(Finance Official)

[Signature]
(City Manager)

Approved as to form.
Office of the City Attorney

TO BE PRESENTED TO CITY COMMISSION BY: _____

**AGREEMENT FOR ANNEXATION AND
CITY WATER SERVICE**

THIS AGREEMENT is entered into as of 8 day of August, 2019, by and between the City of Polson, a municipal corporation ("CITY") and Lisa Wall-Wilbert ("OWNER"), whose mailing address is 111 11th Ave W Polson MT 59860 with respect to the following facts:

A. OWNER is the sole owner of the real property that is legally described below, and which shall hereafter be referred to as OWNER'S REAL PROPERTY:

LEGAL DESCRIPTION

B. OWNER'S REAL PROPERTY is located outside of the current corporate limits of the CITY.

C. OWNER desires to obtain municipal water service from the CITY to serve OWNER'S REAL PROPERTY.

D. The parties desire to enter into an Agreement pursuant to Section 7-13-4312, MCA, pursuant to which the CITY will provide municipal water service in return for OWNER'S agreement that OWNER'S REAL PROPERTY may be annexed to the corporate limits of the CITY.

WHEREFORE, the parties agree as follows:

(1) **Furnishing of Water Services:** The CITY hereby agrees to furnish municipal water service to OWNER'S REAL PROPERTY. Unless otherwise agreed in writing between the parties, OWNER shall be solely responsible for all costs involved in extending water service to OWNER'S REAL PROPERTY and connecting OWNER'S REAL PROPERTY to the municipal water system. Nothing in this Agreement shall obligate the CITY to pay the costs for right-of-way acquisition, engineering, construction and other related costs involved in extending or connecting water service to OWNER'S REAL PROPERTY.

(2) **Water Connections:** Upon approval by the CITY Public Works Department of the design and construction of all water lines, valves, and other facilities necessary to serve OWNER'S REAL PROPERTY, and acceptance of all of such water facilities by the CITY, OWNER will be given permission to connect no more than 1 connections to the CITY'S municipal water system. *Size ?*

(3) **Rates, Rules and Policies:** OWNER agrees to pay to the CITY such charges, rates, and fees, including but not limited to connection fees and plant investment

fees, as are established by the CITY in accordance with Montana Law. In addition, OWNER shall comply with and be subject to all of the CITY'S rules, regulations and policies, as amended from time to time, with respect to the operation of the CITY'S water system.

(4) **Consent to Annexation**: OWNER acknowledges and agrees that the CITY is willing to provide municipal water service only if OWNER provides all of the promises and representations contained in this Paragraph (4). Pursuant to Section 7-13-4314, MCA, which states that any person, firm, or corporation outside of the incorporated CITY limits may be required by the CITY, as a condition to initiate such service, to consent to annexation of the tract served by the CITY, and in consideration for the CITY'S agreement to provide municipal water service, OWNER agrees to consent to annexation under the following conditions and in the following manner:

- (a) OWNER hereby irrevocably consents to the annexation of OWNER'S REAL PROPERTY, and OWNER irrevocably waives any right of protest to any annexation proceedings initiated by the CITY. OWNER agrees that the CITY may initiate annexation of OWNER'S REAL PROPERTY, relying upon this consent and waiver of protest, at any time in the future, without limitation. OWNER acknowledges that, but for this waiver, OWNER would have a right to protest the annexation of OWNER'S REAL PROPERTY.
- (b) OWNER hereby petitions to have OWNER'S REAL PROPERTY annexed to the CITY, pursuant to Section 7-2-4601, et. seq., MCA, or any successor statute. OWNER agrees that the CITY may act on this petition at any time in the future, without limitation. OWNER furthermore expressly waives the provisions of Section 7-2-4608, MCA, which provides, in effect, that no property used for agricultural, mining, smelting, refining, transportation, or any industrial or manufacturing purposes or for any purpose incident thereto shall be annexed pursuant to the provisions of Section 7-2-4601, et. seq., MCA.
- (c) OWNER acknowledges and agrees that OWNER has had an opportunity to inspect the contents of the CITY'S Plan for Extension of Services, as adopted by the CITY, and which describes the manner in which CITY services may be extended to properties annexed by the CITY. OWNER acknowledges and agrees that OWNER is satisfied with the CITY'S Plan for Extension of Services, and that the CITY'S Plan for Extension of Services adequately provides for the extension of CITY services to OWNER'S REAL PROPERTY. OWNER hereby waives the right to object or otherwise challenge the CITY'S Plan for Extension of Services.

- (d) OWNER hereby irrevocably waives for all time the right to file an action in court to challenge, for any reason, the CITY'S annexation of OWNER'S REAL PROPERTY, whether such annexation occurs now or in the future.

OWNER acknowledges and agrees that all of OWNER'S REAL PROPERTY, as described above, will clearly and immediately, and not merely potentially, be serviced by the water service to be provided by the CITY pursuant to this Agreement.

OWNER agrees that if ever OWNER, its heirs, assigns, successors in interest, purchasers, or subsequent holders of title to OWNER'S REAL PROPERTY, breach, challenge, disregard, or otherwise violate any of the terms of this Paragraph (4), the CITY may, after providing 20 days written notice, terminate water service to OWNER'S REAL PROPERTY, in addition to any other remedies that the CITY may have.

OWNER agrees that if OWNER, in violation of this Agreement, submits a protest to the annexation of OWNER'S REAL PROPERTY, the CITY may disregard such protest, in addition to any other remedies that the CITY may have.

The promises, covenants, representations, and waivers provided pursuant to this Paragraph (4) are voluntarily and knowingly given, with full knowledge of the OWNER'S legal rights. OWNER acknowledges and agrees that it has had an opportunity to consult with legal counsel of its choice regarding the provisions of this Agreement.

(5) Recording; Binding on Assigns: OWNER agrees that this entire Agreement shall be recorded in the office of the Clerk and Recorder of Lake County, and OWNER agrees that this Agreement shall run to, with, and be binding upon OWNER'S REAL PROPERTY and OWNER'S title to such real property, and shall be binding upon the OWNER'S heirs, assigns, successors in interest, purchasers, and any and all subsequent holders or owners of OWNER'S REAL PROPERTY.

(6) Future Deeds: OWNER agrees that all deeds that OWNER executes to transfer OWNER'S REAL PROPERTY, or portions thereof, shall contain the following language:

(7) "The Grantee hereby covenants and agrees that acceptance of this Deed constitutes a waiver of the statutory right of protest against any annexation procedure initiated by the City of Polson, and constitutes a consent to annexation of the real property described herein, and constitutes a waiver of any right to file a court action to challenge any such annexation, with respect to the real property described herein."

OWNER agrees that this Agreement shall bind future purchasers even if OWNER fails to include the language set forth above in future deeds. After annexation of OWNER'S REAL PROPERTY, future deeds need not contain the language set forth above.

(8) **Term:** This Agreement shall be in perpetuity.

(9) **Entire Agreement:** This Agreement contains the entire Agreement of the parties with respect to the issue of annexation of the OWNER'S REAL PROPERTY, and supersedes any prior written or oral agreements between them concerning the annexation of the OWNER'S REAL PROPERTY. The provisions of this Agreement may be waived, altered, amended, or repealed in whole or in part only upon the written consent of all parties to this Agreement.

(10) **Partial Invalidity:** Each term, covenant, condition or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.

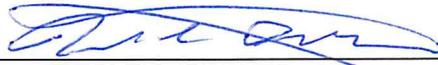
(11) **Necessary Acts:** Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

(12) **Attorneys' Fees.** In the event of any litigation to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees as fixed by the court.

(13) **Release of Agreement:** After annexation of OWNER'S REAL PROPERTY has been completed, the CITY shall, upon request from OWNER, release this Agreement as an encumbrance against OWNER'S REAL PROPERTY.

CITY OF POLSON

OWNER



City Manager



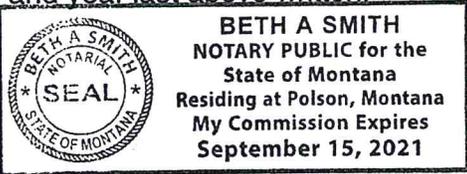
ATTEST: 

City Clerk

STATE OF MONTANA)
)
 :SS
County of Lake)

On this 9th day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Wade Nash and Cora E. Pritt, known to me to be the City Manager and City Clerk of the City of Polson, whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

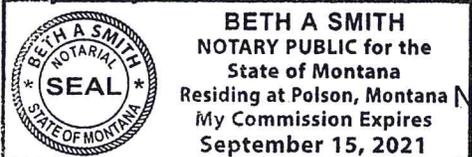
(SEAL) 

Beth A Smith
Notary Public for the State of Montana
Residing in Polson, Montana
My Commission expires: _____

STATE OF MONTANA)
)
 :SS
County of Lake)

On this 9th day of September, 2019, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Lisa Walk-Wilbert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL) 

Beth A Smith
Notary Public for the State of Montana
Residing in Polson, Montana
My Commission expires: _____

**AGREEMENT FOR ANNEXATION AND
CITY SEWER SERVICE**

THIS AGREEMENT is entered into as of 8 day of August, 2019, by and between the City of Polson, a municipal corporation ("CITY") and Lisa Wall-Wilbert ("OWNER"), whose mailing address is 111 11th Ave W Polson MT 59864 with respect to the following facts:

A. OWNER is the sole owner of the real property that is legally described below, and which shall hereafter be referred to as OWNER'S REAL PROPERTY:

LEGAL DESCRIPTION

B. OWNER'S REAL PROPERTY is located outside of the current corporate limits of the CITY.

C. OWNER desires to obtain municipal sewer service from the CITY to serve OWNER'S REAL PROPERTY.

D. The parties desire to enter into an Agreement pursuant to Section 7-13-4312, MCA, pursuant to which the CITY will provide municipal sewer service in return for OWNER'S agreement that OWNER'S REAL PROPERTY may be annexed to the corporate limits of the CITY.

WHEREFORE, the parties agree as follows:

(1) **Furnishing of Sewer Services:** The CITY hereby agrees to furnish municipal sewer service to OWNER'S REAL PROPERTY. Unless otherwise agreed in writing between the parties, OWNER shall be solely responsible for all costs involved in extending sewer service to OWNER'S REAL PROPERTY and connecting OWNER'S REAL PROPERTY to the municipal sewer system. Nothing in this Agreement shall obligate the CITY to pay the costs for right-of-way acquisition, engineering, construction and other related costs involved in extending or connecting sewer service to OWNER'S REAL PROPERTY.

(2) **Sewer Connections:** Upon approval by the CITY Public Works Department of the design and construction of all sewer lines and other facilities necessary to serve OWNER'S REAL PROPERTY, and acceptance of all of such sewer facilities by the CITY, OWNER will be given permission to connect no more than 1 connections to the CITY'S municipal sewer system.

(3) **Rates, Rules and Policies:** OWNER agrees to pay to the CITY such charges, rates, and fees, including but not limited to connection fees and plant investment fees, as are established by the CITY in accordance with Montana Law. In addition, OWNER shall comply with and be subject to all of the CITY'S rules, regulations and policies, as amended from time to time, with respect to the operation of the CITY'S sewer system.

(4) **Consent to Annexation:** OWNER acknowledges and agrees that the CITY is willing to provide municipal sewer service only if OWNER provides all of the promises and representations contained in this Paragraph (4). Pursuant to Section 7-13-4314, MCA, which states that any person, firm, or corporation outside of the incorporated CITY limits may be required by the CITY, as a condition to initiate such service, to consent to annexation of the tract served by the CITY, and in consideration for the CITY'S agreement to provide municipal sewer service, OWNER agrees to consent to annexation under the following conditions and in the following manner:

- (a) OWNER hereby irrevocably consents to the annexation of OWNER'S REAL PROPERTY, and OWNER irrevocably waives any right of protest to any annexation proceedings initiated by the CITY. OWNER agrees that the CITY may initiate annexation of OWNER'S REAL PROPERTY, relying upon this consent and waiver of protest, at any time in the future, without limitation. OWNER acknowledges that, but for this waiver, OWNER would have a right to protest the annexation of OWNER'S REAL PROPERTY.
- (b) OWNER hereby petitions to have OWNER'S REAL PROPERTY annexed to the CITY, pursuant to Section 7-2-4601, et. seq., MCA, or any successor statute. OWNER agrees that the CITY may act on this petition at any time in the future, without limitation. OWNER furthermore expressly waives the provisions of Section 7-2-4608, MCA, which provides, in effect, that no property used for agricultural, mining, smelting, refining, transportation, or any industrial or manufacturing purposes or for any purpose incident thereto shall be annexed pursuant to the provisions of Section 7-2-4601, et. seq., MCA.
- (c) OWNER acknowledges and agrees that OWNER has had an opportunity to inspect the contents of the CITY'S Plan for Extension of Services, as adopted by the CITY, and which describes the manner in which CITY services may be extended to properties annexed by the CITY. OWNER acknowledges and agrees that OWNER is satisfied with the CITY'S Plan for Extension of Services, and that the CITY'S Plan for Extension of Services adequately provides for the extension of CITY services to OWNER'S REAL PROPERTY. OWNER hereby waives the right to object or otherwise challenge the CITY'S Plan for Extension of Services.
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OWNER acknowledges and agrees that all of OWNER'S REAL PROPERTY, as described above, will clearly and immediately, and not merely potentially, be serviced by the sewer service to be provided by the CITY pursuant to this Agreement.

OWNER agrees that if ever OWNER, its heirs, assigns, successors in interest, purchasers, or subsequent holders of title to OWNER'S REAL PROPERTY, breach, challenge, disregard, or otherwise violate any of the terms of this Paragraph (4), the CITY may, after providing 20 days written notice, terminate sewer service to OWNER'S REAL PROPERTY, in addition to any other remedies that the CITY may have.

OWNER agrees that if OWNER, in violation of this Agreement, submits a protest to the annexation of OWNER'S REAL PROPERTY, the CITY may disregard such protest, in addition to any other remedies that the CITY may have.

The promises, covenants, representations, and waivers provided pursuant to this Paragraph (4) are voluntarily and knowingly given, with full knowledge of the OWNER'S legal rights. OWNER acknowledges and agrees that it is has had an opportunity to consult with legal counsel of its choice regarding the provisions of this Agreement.

(5) Recording; Binding on Assigns: OWNER agrees that this entire Agreement shall be recorded in the office of the Clerk and Recorder of Lake County, and OWNER agrees that this Agreement shall run to, with, and be binding upon OWNER'S REAL PROPERTY and OWNER'S title to such real property, and shall be binding upon the OWNER'S heirs, assigns, successors in interest, purchasers, and any and all subsequent holders or owners of OWNER'S REAL PROPERTY.

(6) Future Deeds: OWNER agrees that all deeds that OWNER executes to transfer OWNER'S REAL PROPERTY, or portions thereof, shall contain the following language:

"The Grantee hereby covenants and agrees that acceptance of this Deed constitutes a waiver of the statutory right of protest against any annexation procedure initiated by the City of Polson, and constitutes a consent to annexation of the real property described herein, and constitutes a waiver of any right to file a court action to challenge any such annexation, with respect to the real property described herein."

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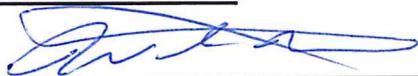
(9) **Partial Invalidity:** Each term, covenant, condition or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.

(10) **Necessary Acts:** Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

(11) **Attorneys' Fees.** In the event of any litigation to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees as fixed by the court.

(12) **Release of Agreement:** After annexation of OWNER'S REAL PROPERTY has been completed, the CITY shall, upon request from OWNER, release this Agreement as an encumbrance against OWNER'S REAL PROPERTY.

CITY OF POLSON

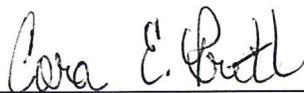


City Manager

OWNER



ATTEST:

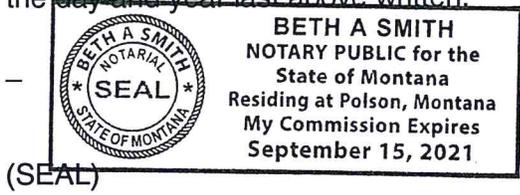


City Clerk

STATE OF MONTANA)
)
:SS
County of Lake)

On this 9th day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Wade Nash and Cara E Platt, known to me to be the City Manager and City Clerk of the City of Polson, whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

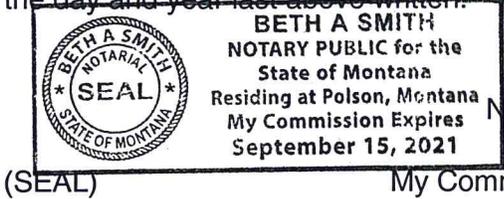


Beth A Smith
Notary Public for the State of Montana
Residing in Polson, Montana
My Commission expires: _____

STATE OF MONTANA)
)
:SS
County of Lake)

On this 9th day of September, 2019, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Lisa Wainwright Wall-Wilbert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



Beth A Smith
Notary Public for the State of Montana
Residing in Polson, Montana
My Commission expires: _____

EXHIBIT A

CERTIFICATE OF SURVEY
 LOCATED IN A PORTION OF THE SE 1/4 NW 1/4,
 SECTION 9, T.22 N., R.20 W., P.M.M. LAKE COUNTY MT.

**PURPOSE OF SURVEY &
 OWNERS' CERTIFICATE:**

THE UNDERSIGNED PROPERTY OWNERS HEREBY CERTIFY THAT THE PURPOSE OF THIS SURVEY IS TO:
 WE HEREBY CERTIFY THAT THE PURPOSE OF THIS DIVISION IS TO TRANSFER LOT 1 AS SHOWN ON THIS C.O.S. TO KAELEN CHRISTINE WALL OUR DAUGHTER AND LOT 2 IS A REMINDER. FURTHERMORE, WE CERTIFY THAT WE ARE ENTITLED TO USE THIS EXEMPTION AND ARE IN COMPLIANCE WITH ALL THE CONDITIONS IMPOSED BY LAW AND REGULATION ON THE USE OF THIS EXEMPTION, THEREFORE THIS DIVISION OF LAND IS EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO SECTION 76-3-207 (1)(b), M.C.A.

LOT 1 IS EXCLUDED FROM SANITATION REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO ARM 17.38.605 (7) (A) AS A PARCEL THAT HAS NO EXISTING FACILITIES FOR WATER SUPPLY, WASTEWATER DISPOSAL, STORM DRAINAGE OR SOLID WASTE DISPOSAL, IF NO NEW FACILITIES WILL BE CONSTRUCTED ON THE PARCEL.

LOT 2 IS EXCLUDED FROM SANITATION REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO ARM 17.38.605 (7) (B) AS A PARCEL THAT HAS A PREVIOUS APPROVAL ISSUED UNDER TITLE 76, CHAPTER 4, PART 1, M.C.A. IF: (I) NO FACILITIES OTHER THAN THOSE PREVIOUSLY APPROVED EXIST OR WILL BE CONSTRUCTED ON THE PARCEL; AND (II) THE DIVISION OF LAND WILL NOT CAUSE APPROVED FACILITIES TO DEVIATE FROM THE CONDITIONS OF APPROVAL, IN VIOLATION OF 76-4-130, M.C.A.

THE MONTANA SUBDIVISION AND PLATTING ACT (MSPA) IS INTENDED TO PROMOTE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE BY REGULATING THE SUBDIVISION OF LAND. THE SUBJECT PARCELS HAVE BEEN CREATED THROUGH THE USE OF AN EXEMPTION TO THE MSPA AND THEREFORE THE APPLICANT HOLDS LAKE COUNTY HARMLESS SINCE THE SUBJECT TRACTS HAVE NOT BEEN REVIEWED FOR SAFE ACCESS, ADEQUATE BUILDING SITES, EFFECTIVE AND EFFICIENT PROVISION OF PUBLIC SERVICES, ETC.

LEGAL DESCRIPTIONS

LOT 1 A PORTION OF TRACT 2 COS NO. 5541, LOCATED IN A PORTION OF THE SE 1/4 NW 1/4 SEC. 9, T.22 N., R.20 W., P.M.M., DESCRIBED AS FOLLOWS:
 THE POINT OF BEGINNING BEING A SET CAPPED REBAR ON THE WEST LINE OF TRACT 2 COS NO. 5541, SAID POINT BEARS N00° 17' 53" W 804.40' FROM THE SW CORNER TRACT 2; THENCE S89° 18' 17" E FOR 381.42' TO A SET CAPPED REBAR; THENCE N00° 04' 13" W FOR 164.78' TO A FD. CAPPED REBAR; THENCE N00° 04' 13" W FOR 215.27' TO A FD. CAPPED REBAR; THENCE N89° 18' 17" W FOR 382.18' TO THE NW CORNER TRACT 2 COS NO. 5541; THENCE S00° 17' 53" E FOR 300.00' TO THE POINT OF BEGINNING, THE AREA BEING 3.33 ACRES, SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND EASEMENTS, APPARENT OR OF RECORD.

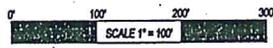
LOT 2 A PORTION OF TRACT 2 COS NO. 5541, LOCATED IN A PORTION OF THE SE 1/4 NW 1/4 SEC. 9, T.22 N., R.20 W., P.M.M., DESCRIBED AS FOLLOWS:
 THE POINT OF BEGINNING BEING THE SW CORNER TRACT 2; THENCE N00° 10' 53" W FOR 804.40' TO A SET CAPPED REBAR ON THE WEST LINE OF TRACT 2 COS NO. 5541; THENCE S89° 18' 17" E FOR 381.42' TO A SET CAPPED REBAR; THENCE N00° 04' 13" W FOR 164.78' TO A FD. CAPPED REBAR; THENCE S89° 18' 17" E FOR 299.83' TO THE NORTHEAST CORNER TRACT 2 COS NO. 5541; THENCE S00° 05' 51" E FOR 871.74' TO A FD CAPPED REBAR ON THE EAST LINE OF SAID TRACT 2; THENCE N89° 28' 00" W FOR 150.00' TO A FD. CAPPED REBAR; THENCE S00° 05' 51" E FOR 299.50' TO THE SE CORNER TRACT 2 COS NO. 5541; THENCE N89° 28' 00" W FOR 530.13' TO THE TRUE POINT OF BEGINNING, THE AREA BEING 12.67 ACRES, SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND EASEMENTS, APPARENT OR OF RECORD.

Tracy B. Wall 7/5/19 DATE *Billie C. Wall* 7/5/19 DATE

STATE OF Montana
 COUNTY OF Lake
 ON THIS 5 DAY OF July 2019
 BEFORE ME PERSONALLY APPEARED
 TRACY B. WALL BILLIE C. WALL
 KNOWN TO ME TO BE THE PERSON WHOSE NAMES ARE
 SUBSCRIBED TO THE WITHIN INSTRUMENT AND
 ACKNOWLEDGED TO ME THEY EXECUTED THE SAME.
 KRISTINE CARSTENS
 NOTARY PUBLIC for the
 State of Montana
 Building at Pullen, Montana
 My Commission Expires
 May 22, 2023



BASIS OF BEARINGS; SOUTH LINE OF COS NO. 5541



LEGEND

- ⊙ DENOTES SET 5/8" X 24" REBAR WITH 1 1/4" YPC STAMPED "M. CARSTENS 5940LS".
- DENOTES FOUND 5/8" REBAR WITH 1 1/4" YPC STAMPED "WESTER 4130 S".
- DENOTES FOUND 5/8" REBAR WITH 1 1/4" YPC STAMPED "MARENGO 9012 S".
- ⊙ DENOTES FOUND 5/8" REBAR WITH 1 1/4" YPC STAMPED "DUFFEY 15824 LS".
- R & F DENOTES RECORD AND FOUND

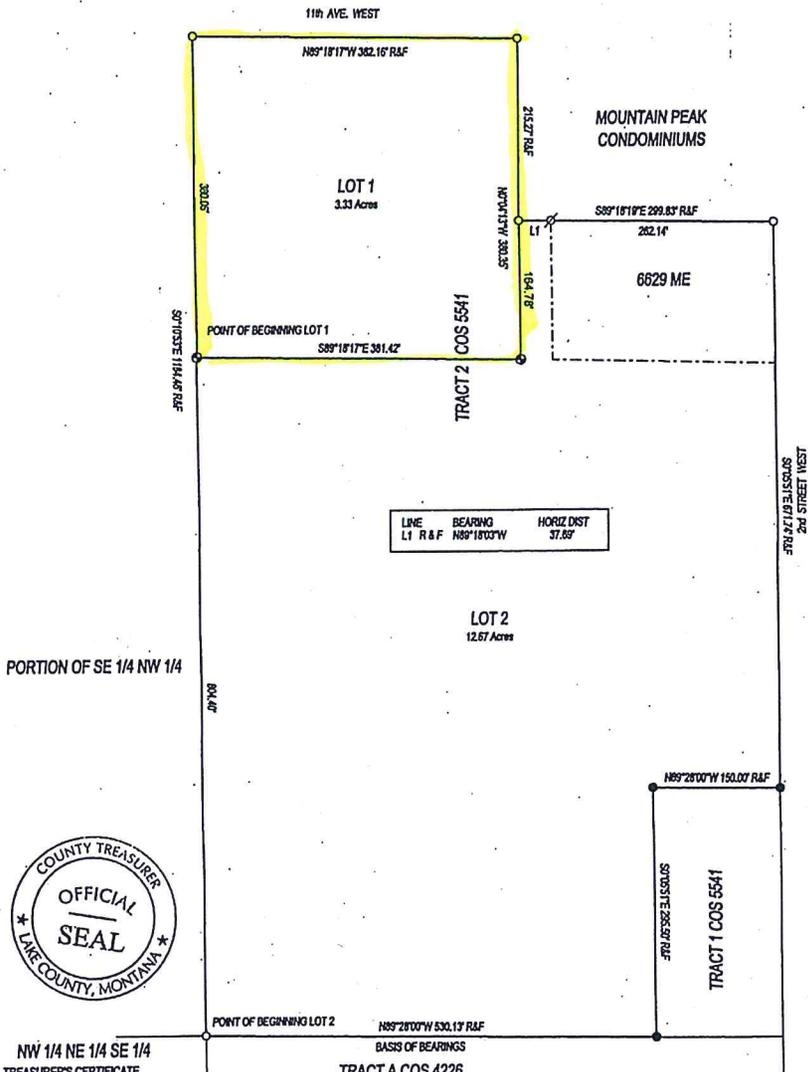


CERTIFICATE OF SURVEYOR
Marc J. Carstens 6/25/19
 MARC J. CARSTENS A PROFESSIONAL LAND SURVEYOR

David M. Hall 099925 2 July 2019
 LAKE COUNTY EXAMINING SURVEYOR DATE
Jacob Feistner 7/30/19
 LAKE COUNTY PLANNING DEPT. DATE
Nancy K. Luke, P.S. July 29, 2019
 LAKE COUNTY SANITATION DEPT. DATE

570590 COS Page: 1
 STATE OF MONTANA LAKE COUNTY
 RECORDED: 07/30/2019 11:54 MOJ: COS
 PAULA A. HOLLE CLERK AND RECORDER
 FEE: \$24.00 BY: *Wanda R Root, Dep*
 701

CERTIFICATE OF SURVEY NO. 7334-ET SHEET 1 OF 1



NW 1/4 NE 1/4 SE 1/4
 BASIS OF BEARINGS
 TRACT A COS 4226

TREASURER'S CERTIFICATE
 STATE OF MONTANA
 COUNTY OF Lake
 I HEREBY CERTIFY THAT REAL PROPERTY TAXES ASSESSED AND
 LEVIED ON THE LANDS DESCRIBED IN THE WITHIN PLAT ARE PAID.
 THIS CERTIFICATE IS MADE AS REQUIRED BY SECTION 76-3-207 (3) M.C.A.
 DATED THIS 21 DAY OF July 2019
Tracy B. Wall
 TREASURER

DATE OF SURVEY 4/18/2019
 SURVEY PREPARED AT THE REQUEST OF RECORD OWNERS:
 TRACY B. AND BILLIE C. WALL



570591 - Warranty Deed

WAIVER OF PROTEST TO SPECIAL IMPROVEMENT DISTRICT

FOR VALUABLE CONSIDERATION, the undersigned, being the OWNER, for and on behalf of all assignees, successors, and heirs to the hereinafter described real property, does hereby waive the right to protest a Special Improvement District for curb, gutter, road and sidewalk and stormwater improvements on, along or by the frontage of the described property, for a period of twenty years from this date.

Furthermore, the undersigned, for and on behalf of successors and assigns, agrees and consents to, and hereby votes yes, pursuant to any constitutional or statutory requirement for voting on taxes or fees or other initiatives of a similar nature and hereby submits the real property described herein to taxation and assessments for any SID created for the benefit of the real property.

This waiver of protest is independent from all other agreements and is supported by sufficient consideration to which the undersigned are parties, and shall run with the land, for the time stated, and shall be binding upon the undersigned, and all successors and assigns, and the same shall be recorded in the Office of the County Clerk and Recorder of Lake County, Montana.

The real property is described as follows: (Exhibit A)

A portion of Tract 2, COS No. 5541, located in a portion of the SE ¼ NW ¼, Section 9, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, further shown and described as being Lot 1 on Certificate of Survey No. 7334-FT.

Signed this ____ day of _____, 20__.

Owner

Owner

State of _____

County of _____

On this _____ day of _____, 20__, before me the undersigned, a Notary Public for the State of Montana, personally appeared, known by me to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year of this Certificate first above written.

Signature of Notary

Printed Name of Notary

Notary Public for the State of _____

Residing at _____

My commission expires ___/___/20__