

Return to:

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

## CITY OF POLSON

### RESOLUTION NUMBER 2022-004

**A RESOLUTION EXTENDING THE CORPORATE LIMITS OF THE CITY OF POLSON, MONTANA, TO ANNEX AND INCORPORATE WITHIN THE BOUNDARIES OF THE CITY OF POLSON, MONTANA, CERTAIN TRACTS AND PARCELS OF LAND DESCRIBED HEREAFTER.**

**LEGAL DESCRIPTION:** Those certain tracts of real property and parcels of land (hereafter "Properties") known as:

- A. **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36** and **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59** (commonly known as 500 Scenic Lane, Polson, Montana, owned by Anderson) see legal description in Exhibit Packet A;
- B. **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana, owned by Anderson) see legal description in Exhibit Packet B;
- C. **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827** (commonly known as 503 Scenic Lane, Polson, Montana, owned by Matejovsky) see legal description in Exhibit Packet C;
- D. **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana, owned by Collins) see legal description in Exhibit Packet D;
- E. **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana, owned by O'Halloran) see legal description in Exhibit Packet E;
- F. **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description in Exhibit Packet F;
- G. **S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description in Exhibit Packet G; and
- H. **S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579** (vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description in Exhibit Packet H;

See **Exhibit 1** for a local map of the above-mentioned Properties.

**WHEREAS**, each owner of the above-described parcels, have filed a petition with the City of Polson requesting Annexation of such Properties into the corporate boundaries of the City of Polson (see Exhibit Packets A to H); FURTHER, the City of Polson City Commission has considered these petitions for annexation pursuant to the statutory annexation by petition method set forth in Title 7, Chapter 2, Part 46, Section 4601 (3)(a)(ii), of the Montana Code Annotated (MCA);

**WHEREAS**, the described Properties consist of single-family homes and vacant lots currently served by City of Polson water service; **FURTHER**, the describe Properties require sewer service to replace existing septic systems that cannot be replaced;

**WHEREAS**, the petitioners understand that they will be responsible for costs associated with such interior and exterior infrastructure that may be necessary to support such current and future developments; **FURTHER**, the petitioners have entered into an agreement, Scenic Lane Sewer Line Maintenance Agreement (See Exhibit Packets A to H) among themselves regarding the development and maintenance of a sewer line along the privately owned road know as Scenic Lane; **FURTHER**, the petitioners understand the sewer development is subject to the rules, regulations, and requirements of the City, including the provision of Standards for Design & Construction and Relevant Building Codes;

**WHEREAS**, the petitioners of parcels adjacent to the private road, Scenic Lane (see properties references in Exhibit Packets A, B, C, and D, hereafter referred to as Scenic Lane Road Owners), have a property interest recorded in the above-mentioned private road; **FURTHER** that the Scenic Lane Road Owners desire to keep Scenic Lane a private road and have entered into an agreement, Scenic Lane Road Maintenance Agreement (see Exhibit Packets A to D) among themselves regarding the development and maintenance of the private road; **FURTHER**, the Scenic Lane Road Owners agree to widen the private road from ten (10) feet wide to twelve (12) feet wide; **FURTHER**, the Scenic Lane Road Owners agree to grant a public utility easement for the Scenic Lane sewer development; **FURTHER**, the petitioners understand that any road development is subject to the rules, regulations, and requirements of the City, including the provision of Standards for Design & Construction;

**WHEREAS**, all future developments on the Properties are subject to the rules, regulations, and requirements of the City of Polson, including the Provision of Services Plan of the City of Polson;

**WHEREAS**, it was determined that the City of Polson can provide utility services, as well as services for fire and police to the Properties; **FURTHER** that said services will commence upon the effective date of the annexation;

**WHEREAS**, the parcels described herein are currently zoned County XRZD, but should be zoned as MRZD, which is more appropriate and compatible with adjacent properties existing within the boundaries of the City of Polson; **FURTHER**, these parcels are situated adjacent to City Commission Voting Ward No. 2, and it is the intention of the Commission to add these parcels to said Ward;

**WHEREAS**, the petitioners have executed Waivers of Protest to Special Improvement District (SID), for themselves, their heirs and assigns, for a term not to exceed 20 years, if the same becomes necessary; and

**WHEREAS**, the petitions for annexation were duly heard by the City Commission upon notice on the 18<sup>th</sup> day of July, 2022; **FURTHER**, 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 Properties are within the development boundary of the City of Polson and such Properties are within the scope of the City of 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 tracts of real property herein described;

**BE IT FURTHER RESOLVED** that the Properties are hereby zoned MRZD;

**BE IT FURTHER RESOLVED** that the Properties are assigned to City Commission Voting Ward No. 2;

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

**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 of Polson 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. That this annexation shall become effective from and after the date of the filing of said document with the Lake County Clerk and Recorder.

**APPROVED AND ADOPTED** this 18<sup>th</sup> day of July 2022.

**EFFECTIVE DATE on the 18<sup>th</sup> of August 2022.**

**THE CITY OF POLSON**

BY:

\_\_\_\_\_  
Eric Huffine, Mayor

Attest:

\_\_\_\_\_  
Ed Meece, City Manager

\_\_\_\_\_  
Cora E. Pritt, City Clerk

STATE OF MONTANA     )  
  :SS  
County of Lake            )

On this \_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared **Eric Huffine**, 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: \_\_\_/\_\_\_/\_\_\_



Note: This map does not accurately reflect property lines, and should only be used for frame of reference purposes.

## EXHIBIT 1

# Exhibit Packet A



500

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

PETITION FOR  
ANNEXATION TO THE  
CITY OF POLSON

The undersigned petitioner, who owns 100% percent of the real property described below, hereby petitions the City Council of the City of Polson, pursuant to Section 7-2-4601(3)(a), MCA, for annexation of such real property into the City of Polson. Petitioner agrees that this annexation petition is irrevocable, and that the City may act on this petition, and actually accomplish the annexation of such real property, at any time in the future, without limitation. Petitioner has had an opportunity to review the City of Polson Plan for Extension of Services applicable to such real property and petitioner is satisfied with such Plan. Petitioner states that there is no need to prepare any amended or revised Plan for this annexation pursuant to Sections 7-2-4610, 7-2-4731, and 7-2-4732, MCA, since petitioner is satisfied with the provision of municipal services to such real property.

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED: SEE EXHIBIT A

A fractional part of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:

Beginning at a point on the South section line of said Section 3, which point is distant South 89° 50' East and 334.6 feet from the South quarter corner of said Section 3; thence North 0° 23' East 660 feet; thence South 39° 50' East 165.7 feet; thence South 00 23' West 425 feet; thence North 89° 50' West 145.7 feet; thence South 0°25' West 235 feet to intersect the South boundary of said Section 3; thence along said boundary North 89° 50' West 20 feet to the place of beginning but excepting therefrom a 30 foot strip along the South boundary previously conveyed for highway purposes according to the records of Lake County Clerk and Recorder (Deed Reference Doc. # 199196)

Excepting from the above:

A fractional part of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section Three (3), Township Twenty-Two (22) North, Range Twenty (20) West, M.P.M., particularly described as follows:

Beginning at a point which is distant S. 89° 50' East 334.6 feet from the South quarter corner of said Section 3, thence North 00 23' East 520 feet, thence South 80° 52' East 168.2 feet, thence South 0° 23' W. 259 feet, thence North 89° 50' West 145.7 feet, thence South 0° 23' West 235 feet, thence North 89° 50' West 20 feet to the place of beginning, containing 1.13 acres; And (Plat 56)

ALSO, a fractional part of the SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, described as follows: Beginning at a point that is distant South 89° 56' East 330.9 feet and South 582.8 feet from the NW corner of the SW1/4SE1/4 of said Section 3; thence from this point of beginning South 77.2 feet; thence East 331.9 feet; thence North 0° 11' East 18.2 feet; thence along the Southerly boundary of the Burlington Northern right-of-way North 79° 55' West 336.9 feet to the place of beginning. (Deed Exhibit H-482).

Dated this 19 day of March, 2022.

Scott R. Anderson  
  
Owner

Alice M. Anderson  
  
Owner

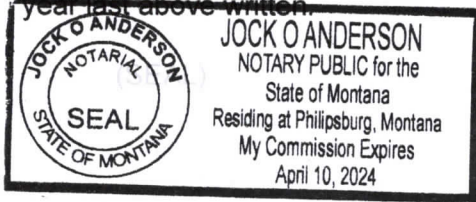
STATE OF MONTANA )  
 )  
 ) :SS  
County of Lake )


On this 19<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

Scott Anderson and Alicia Anderson, known to me personally (or proved to me on the basis of satisfactory evidence) to be the person(s) 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.



  
Printed Name: Jock O Anderson  
Notary Public for the State of Montana Residing  
in Montana  
My Commission expires: 4/10/2024

## EXHIBIT A

Property: **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36** and **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59 59** (commonly known as 500 Scenic Lane, Polson, Montana).

### Legal Description

A fractional part of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:

Beginning at a point on the South section line of said Section 3, which point is distant South 89° 50' East and 334.6 feet from the South quarter corner of said Section 3; thence North 0° 23' East 660 feet; thence South 39° 50' East 165.7 feet; thence South 0° 23' West 425 feet; thence North 89° 50' West 145.7 feet; thence South 0°25' West 235 feet to intersect the South boundary of said Section 3; thence along said boundary North 89° 50' West 20 feet to the place of beginning but excepting therefrom a 30 foot strip along the South boundary previously conveyed for highway purposes according to the records of Lake County Clerk and Recorder (Deed Reference Doc. # 199196)

Excepting from the above:

A fractional part of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section Three (3), Township Twenty-Two (22) North, Range Twenty (20) West, M.P.M., particularly described as follows:

Beginning at a point which is distant S. 89° 50' East 334.6 feet from the South quarter corner of said Section 3, thence North 0° 23' East 520 feet, thence South 80° 52' East 168.2 feet, thence South 0° 23' W. 259 feet, thence North 89° 50' West 145.7 feet, thence South 0° 23' West 235 feet, thence North 89° 50' West 20 feet to the place of beginning, containing 1.13 acres; and

ALSO, a fractional part of the SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, described as follows: Beginning at a point that is distant South 89° 56' East 330.9 feet and South 582.8 feet from the NW corner of the SW1/4SE1/4 of said Section 3; thence from this point of beginning South 77.2 feet; thence East 331.9 feet; thence North 0° 11' East 18.2 feet; thence along the Southerly boundary of the Burlington Northern right-of-way North 79° 55' West 336.9 feet to the place of beginning. (Deed Exhibit H-482).

Reserving however an easement for a water line to service the adjacent parcel situated immediately to the west.

**CITY OF POLSON  
EXTENSION OF SERVICES PLAN**

**AGREEMENT FOR ANNEXATION  
AND CITY SEWER SERVICE**

THIS AGREEMENT is entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

and between the City of Polson, a municipal corporation ("CITY") and

Scott R. & Alice M. Anderson

("OWNER"), whose mailing address is

500 Scenic Lane PO Box 908 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: **SEE EXHIBIT A**

A fractional part of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:

Beginning at a point on the South section line of said Section 3, which point is distant South 89° 50' East and 334.6 feet from the South quarter corner of said Section 3; thence North 0° 23' East 660 feet; thence South 39° 50' East 165.7 feet; thence South 00 23' West 425 feet; thence North 89° 50' West 145.7 feet; thence South 0°25' West 235 feet to intersect the South boundary of said Section 3; thence along said boundary North 89° 50' West 20 feet to the place of beginning but excepting therefrom a 30 foot strip along the South boundary previously conveyed for highway purposes according to the records of Lake County Clerk and Recorder (Deed Reference Doc. # 199196)

Excepting from the above:

A fractional part of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section Three (3), Township Twenty-Two (22) North, Range Twenty (20) West, M.P.M., particularly described as follows:

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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

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

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 one (1) connection 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.
- (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.
- (e) 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.
- (f) 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 OF POLSON  
EXTENSION OF SERVICES PLAN

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.

- (g) 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.
- (h) 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."

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.

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

**(8) 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.

**(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.

(13)

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

CITY OF POLSON

OWNER

EM  
\_\_\_\_\_  
City Manager

[Signature]  
\_\_\_\_\_  
Alice Anderson

ATTEST:  
Cora E. Britt  
\_\_\_\_\_  
City Clerk

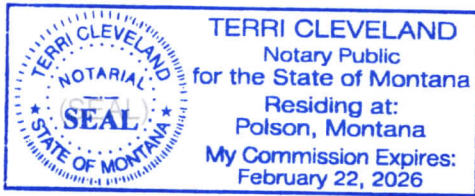
STATE OF MONTANA )  
  ):SS  
County of Lake )

On this 11<sup>th</sup> day of July, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Edwin Moece and Cora E. Britt, 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.

[Signature]  
\_\_\_\_\_  
Terri Cleveland

Printed Name: TERRI CLEVELAND  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: 2/22/26



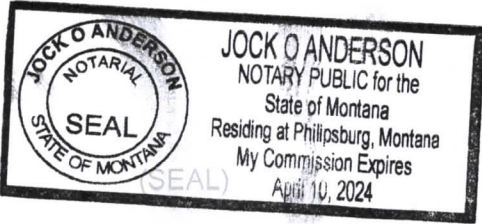
STATE OF MONTANA )  
  ):SS  
County of Lake )

On this 19<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Scott Anderson, Alice Anderson, 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.

[Signature]  
\_\_\_\_\_  
Jock Anderson

Printed Name: JOCK ANDERSON  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: 4/10/2024



## EXHIBIT A

Property: **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36** and **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59 59** (commonly known as 500 Scenic Lane, Polson, Montana).

### Legal Description

A fractional part of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:

Beginning at a point on the South section line of said Section 3, which point is distant South 89° 50' East and 334.6 feet from the South quarter corner of said Section 3; thence North 0° 23' East 660 feet; thence South 39° 50' East 165.7 feet; thence South 0° 23' West 425 feet; thence North 89° 50' West 145.7 feet; thence South 0° 25' West 235 feet to intersect the South boundary of said Section 3; thence along said boundary North 89° 50' West 20 feet to the place of beginning but excepting therefrom a 30 foot strip along the South boundary previously conveyed for highway purposes according to the records of Lake County Clerk and Recorder (Deed Reference Doc. # 199196)

Excepting from the above:

A fractional part of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section Three (3), Township Twenty-Two (22) North, Range Twenty (20) West, M.P.M., particularly described as follows:

Beginning at a point which is distant S. 89° 50' East 334.6 feet from the South quarter corner of said Section 3, thence North 0° 23' East 520 feet, thence South 80° 52' East 168.2 feet, thence South 0° 23' W. 259 feet, thence North 89° 50' West 145.7 feet, thence South 0° 23' West 235 feet, thence North 89° 50' West 20 feet to the place of beginning, containing 1.13 acres; and

ALSO, a fractional part of the SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, described as follows: Beginning at a point that is distant South 89° 56' East 330.9 feet and South 582.8 feet from the NW corner of the SW1/4SE1/4 of said Section 3; thence from this point of beginning South 77.2 feet; thence East 331.9 feet; thence North 0° 11' East 18.2 feet; thence along the Southerly boundary of the Burlington Northern right-of-way North 79° 55' West 336.9 feet to the place of beginning. (Deed Exhibit H-482).

Reserving however an easement for a water line to service the adjacent parcel situated immediately to the west.

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

**AGREEMENT FOR ANNEXATION  
AND CITY WATER SERVICE**

THIS AGREEMENT is entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Polson, a municipal corporation ("CITY") and Scott R. & Alice M. Anderson

("OWNER"), whose mailing address is 500 Scenic Lane PO Box 908 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: A fractional part of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows: SEE EXHIBIT A  
Beginning at a point on the South section line of said Section 3, which point is distant South 89° 50' East and 334.6 feet from the South quarter corner of said Section 3; thence North 0° 23' East 660 feet; thence South 39° 50' East 165.7 feet; thence South 00 23' West 425 feet; thence North 89° 50' West 145.7 feet; thence South 0°25' West 235 feet to intersect the South boundary of said Section 3; thence along said boundary North 89° 50' West 20 feet to the place of beginning but excepting therefrom a 30 foot strip along the South boundary previously conveyed for highway purposes according to the records of Lake County Clerk and Recorder (Deed Reference Doc. # 199196)

Excepting from the above:

A fractional part of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section Three (3), Township Twenty-Two (22) North, Range Twenty (20) West, M.P.M., particularly described as follows:

Beginning at a point which is distant S. 89° 50' East 334.6 feet from the South quarter corner of said Section 3, thence North 00 23' East 520 feet, thence South 80° 52' East 168.2 feet, thence South 0° 23' W. 259 feet, thence North 89° 50' West 145.7 feet, thence South 0° 23' West 235 feet, thence North 89° 50' West 20 feet to the place of beginning, containing 1.13 acres; And (Plat 56)

ALSO, a fractional part of the SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, described as follows: Beginning at a point that is distant South 89° 56' East 330.9 feet and South 582.8 feet from the NW corner of the SW1/4SE1/4 of said Section 3; thence from this point of beginning South 77.2 feet; thence East 331.9 feet; thence North 0° 11' East 18.2 feet; thence along the Southerly boundary of the Burlington Northern right-of-way North 79° 55' West 336.9 feet to the place of beginning. (Deed Exhibit H-482).

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,

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

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 one (1) connections to the CITY'S municipal water 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 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.

(e) 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.

(f) 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.



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

**CITY OF POLSON**

**OWNER**

\_\_\_\_\_  
City Manager

*EM* ———

\_\_\_\_\_  
*Alice Anderson*

ATTEST:

\_\_\_\_\_  
City Clerk

*Cora E. Pratt*

STATE OF MONTANA                    )  
  ):SS  
County of Lake                            )

On this 11<sup>th</sup> day of July, 2022 before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Edwin Peace and CORA E. PRATT, 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.

*TERRI CLEVELAND*  
\_\_\_\_\_  
*TERRI CLEVELAND*

Notary Public for the State of Montana  
Residing in Polson, Montana

My Commission expires: 2/22/26



STATE OF MONTANA                    )  
  ):SS  
County of Lake                            )

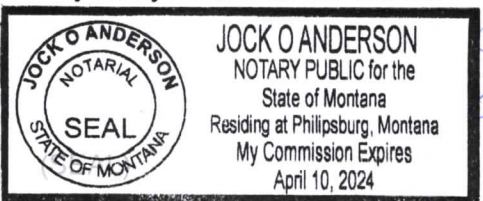
On this 19<sup>th</sup> day of March, 2024, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Scott Anderson, Alice Anderson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

*Jock O Anderson*  
\_\_\_\_\_  
*Jock O Anderson*

Notary Public for the State of Montana  
Residing in Polson, Montana

My Commission expires: 4/10/24



## **EXHIBIT A**

Property: **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36** and **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59 59** (commonly known as 500 Scenic Lane, Polson, Montana).

### **Legal Description**

A fractional part of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:

Beginning at a point on the South section line of said Section 3, which point is distant South 89° 50' East and 334.6 feet from the South quarter corner of said Section 3; thence North 0° 23' East 660 feet; thence South 39° 50' East 165.7 feet; thence South 0° 23' West 425 feet; thence North 89° 50' West 145.7 feet; thence South 0° 25' West 235 feet to intersect the South boundary of said Section 3; thence along said boundary North 89° 50' West 20 feet to the place of beginning but excepting therefrom a 30 foot strip along the South boundary previously conveyed for highway purposes according to the records of Lake County Clerk and Recorder (Deed Reference Doc. # 199196)

Excepting from the above:

A fractional part of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section Three (3), Township Twenty-Two (22) North, Range Twenty (20) West, M.P.M., particularly described as follows:

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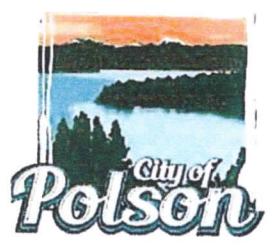
ALSO, a fractional part of the SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, described as follows: Beginning at a point that is distant South 89° 56' East 330.9 feet and South 582.8 feet from the NW corner of the SW1/4SE1/4 of said Section 3; thence from this point of beginning South 77.2 feet; thence East 331.9 feet; thence North 0° 11' East 18.2 feet; thence along the Southerly boundary of the Burlington Northern right-of-way North 79° 55' West 336.9 feet to the place of beginning. (Deed Exhibit H-482).

Reserving however an easement for a water line to service the adjacent parcel situated immediately to the west.

500

RECEIVED  
MAY 17 2022  
BY: *[Signature]*

RE: 500 Scenic Lane



**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 wave the right to protest a Special Improvement District for curb, gutter, road, sidewalk, and stormwater improvements on, along or by the frontage of the described property, for a period of twenty years from this date.

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

The real property is described as follows: *SEE EXHIBIT A*

A fractional part of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:  
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20 feet to the place of beginning, containing 1.13 acres; And (Plat 56) ALSO, a fractional part of the SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, described as follows: Beginning at a point that is distant South 89° 56' East 330.9 feet and South 582.8 feet from the NW corner of the SW1/4SE1/4 of said Section 3; thence from this point of beginning South 77.2 feet; thence East 331.9 feet; thence North 0° 11' East 18.2 feet; thence along the Southerly boundary of the Burlington Northern right-of-way North 79° 55' West 336.9 feet to the place of beginning. (Deed Exhibit H-482).

Otherwise commonly known as:

500 Scenic Lane Polson, MT 59850

Signed this 14 day of May, 2022

Scott Anderson  
Owner

Alice Anderson  
Owner

STATE OF MT

:SS

County of GRANITE

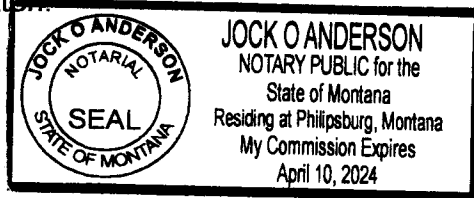
On this 14 day of May, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Scott and Alice Anderson, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Jock Anderson  
Notary Public for the State of Montana

JOCK ANDERSON  
Printed Name of Notary  
Residing at Polson, Montana

My commission expires: 4/10/2024



## EXHIBIT A

Property: **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36** and **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59 59** (commonly known as 500 Scenic Lane, Polson, Montana).

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Reserving however an easement for a water line to service the adjacent parcel situated immediately to the west.

500

ANNEXATION FEE: \$100  
RESOLUTION #938 - 10/17/07

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

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

WITNESSETH:

1. Petitioner(s) Scott R. Anderson, Alice M. Anderson 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)  
 See Attached Legal Property Description Document (A) SEE 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:

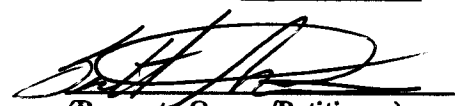
Petitioner(s) are more than 50% of the resident electors owning real property in the area to be annexed; or,

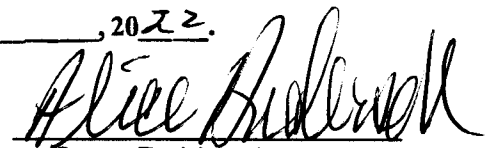
Petitioner(s) are the owner or owners of 50% of the real property in the area to be annexed, and

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 14<sup>th</sup> day of May, 2022.

  
(Property Owner/Petitioner)

  
(Property Owner/Petitioner)

ATTEST: \_\_\_\_\_  
City Clerk

Voting Ward \_\_\_\_\_ Zoning \_\_\_\_\_  
(Subject to later zoning ordinance revisions.)

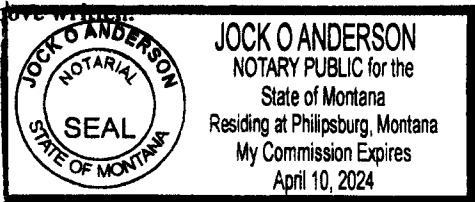
STATE OF MONTANA )

County of Granite ) : ss.  
County of Lake )

On this 14 day of May, 2022 before me a Notary Public for the State of Montana, personally appeared Scott Anderson and Alice Anderson, known to me to be the persons whose names are subscribed within instrument and acknowledged to me that they executed the same.

ANNEXATION FEE: \$100  
RESOLUTION #938 - 10/17/07

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



*Jock O Anderson*  
Notary Public for the State of Montana  
Residing at Philipsburg, MT  
My commission expires: 4/10/2024

REVIEWED BY CITY OFFICIALS: \_\_\_\_\_  
(Water/Sewer Superintendent)

\_\_\_\_\_  
(Planning Official)                      (Building Inspector)                      (City Manager)

Approved as to form.  
Office of the City Attorney

TO BE PRESENTED TO CITY COMMISSION BY: \_\_\_\_\_

## EXHIBIT A

Property: **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36** and **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59 59** (commonly known as 500 Scenic Lane, Polson, Montana).

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Reserving however an easement for a water line to service the adjacent parcel situated immediately to the west.

500

Send to:

### SCENIC LANE SEWER LINE MAINTENANCE AGREEMENT

An Agreement made this 15<sup>th</sup> day of June, 2022 applicable to the undersigned parcel owners and users,

#### RECITALS

**WHEREAS**, Scenic Lane Sewer Line (hereinafter "Sewer Property") is located under a private road, known as "Scenic Lane," situated in the City of Polson, County of Lake, State of Montana;

**WHEREAS**, the undersigned parcel owners desire to construct a sewer line on and along a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and legally described as follows:

A strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**WHEREAS**, the undersigned parcel owners are the owners or users of the Sewer Property to be situated on a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and described as follows:

- A. **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36 and S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59** (commonly known as 500 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit A;
- B. **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit B;
- C. **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#000003827** (commonly known as 503 Scenic Lane, Polson, Montana, owned by Matejovsky) see legal description Exhibit C;
- D. **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana, owned by Collins) see legal description Exhibit D;
- E. **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana, owned by O'Halloran) see legal description Exhibit E;
- F. **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description Exhibit F;
- G. **S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description Exhibit G; and

H. S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579  
(vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud)  
see legal description Exhibit H;

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of installation, maintenance, and improvements to the Sewer Property before the Sewer Property becomes a part of the public sewer utility system for the City of Polson; **FURTHER**, for the Sewer Property to become a public utility system, the Sewer Property must pass inspection by the City of Polson and be certified to the City of Polson standards;

**WHEREAS**, the parties desire a utility easement on Scenic Lane for the installation, maintenance, and improvements to the Sewer Property;

**WHEREAS**, the parties understand that individual connection between the Sewer Property and a parcel are private connections that are each respective parcel owner's responsibility regarding installation, costs, maintenance, improvements; **FURTHER**, the privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system; and

**WHEREAS**, it is agreed on the behalf of the owner, and all assignees, successors, and heirs to each undersigned parcel that this Agreement shall run with the land in perpetuity and all rights and powers given to and obligations imposed upon future grantees and their assignees, successors, and heirs are binding thereupon.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Vehicle and City of Polson Employee Access Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners as defined in Paragraph No. 8 and their occupants, agents, employees, services, and emergency vehicles to maintain the Sewer Property, as well as City of Polson vehicles, and those individuals appointed by the City of Polson to conduct semi-annual sewer line inspection and review.

**2. Utility Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained. Parcel owners agree to record utility easements granted to neighboring parcel owners that are necessary to allow connection to the Sewer Property.

**3. Sewer Line Commission Agent.** A Sewer Line Commission Agent shall be elected by a majority of the parcel owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Sewer Line Agent shall be responsible for monitoring the condition of the Sewer Property, and initiating maintenance activities as needed to maintain the minimum sewer line standards.

**4. Sewer Line and Road Maintenance.** Maintenance and improvements of the Sewer Property Maintenance and Scenic Lane will be undertaken and made whenever necessary to maintain the sewer line and road in good operating condition at all times to insure the provision of safe access by vehicles for maintenance and/or construction purposes. Such vehicles include

private vehicles, the City of Polson vehicles, and emergency vehicles. A majority vote of parcel owners is required for any Sewer Property installation, maintenance, and/or improvements and to accept the bid for any Sewer Property contracts. All Sewer Property installation, maintenance, and/or improvements must include a description of any excavation and/or road resurfacing work, if applicable. Before authorizing expenditures for future sewer line and related road improvements, parcel owners will be notified by the Commission Agent of the cost estimates before a majority vote will be required. If any parcel owner performs installation, improvements, maintenance, repairs, or replacements without the approval of the other parcel owners prior to performing such work, the parcel owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 13 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

5. **Cost Sharing.** Sewer Property installation, maintenance, and improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-mentioned road. For those parcel owners that are adjacent to Scenic Lane, each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Private Road to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. For those parcels that do not access Scenic Lane, but are using the sewer line shall be subject to a negotiated cost share agreed upon by all parcel owners of the sewer line by a majority vote. The Sewer Line Commission Agent shall provide the City an updated copy of the cost allocations at any point that changes are made to the cost allocations.

6. **Prepayment.** Prepayment of installation, maintenance, repairs, and/or improvements costs will be made to the Sewer Line Maintenance Agreement account by each parcel owner associated with the sewer line on Scenic Lane. Annually, on or before a date as specified by the Sewer Line Commission Agent, each parcel owner associated with the Scenic Lane Sewer line will contribute their pro-rated share of the estimated annual cost for sewer line installation, maintenance, repairs, and/or improvements costs, as well as costs for road repairs, maintenance, improvements during private ownership. The Sewer Line Commission Agent shall send each parcel owner a two week notice of the annual payments due.

7. **Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands.

8. **One Vote Per Parcel.** Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e., each parcel represents one vote in the matters covered by this Agreement).

9. **Future Parcels.** During the term of this Agreement, any additional parcels gaining access to the Sewer Property by way of splitting existing parcels will be bound by all terms and conditions of this Agreement and will be required to pay that portion of the maintenance and improvement costs incurred after the split as determined using the formula contained in Paragraph



No. 6 above. If any additional parcels are created after the original Sewer Line Maintenance Agreement is signed, the new parcel owners must also sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record. Any addition parcel created are still subject to subdivision review pursuant to the resolution annexing the parcels described herein.

**10. Checking Account.** The Sewer Line Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed.

**11. Annual Sewer Line Reviews by City.** A sewer line serving three (3) or more lots or parcels shall be part of the City's annual review. The parcel owners will be notified of any observed installations, improvements, repairs, and/or maintenance needed for the sewer line, and installations, improvements, repairs, and/or maintenance must be made by the parcel owners bound by the Sewer Line Maintenance Agreement.

**12. Failure to Make Repairs.** If the installations, improvements, repairs, and/or maintenance are not made within two (2) months from notification (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame), the City of Polson will make the installations, improvements, repairs, and/or maintenance and bill the work to the parcel owners. The cost will include both the City of Polson's expenses for employee time and the contractor's expenses for the actual improvements and/or maintenance. The costs must be fully paid within two (2) months from the date of the invoice (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame). If the costs are not paid by this time, the city will certify the costs (including both the construction and administrative costs) to the County tax roll, for all parcel owners associated with this Agreement.

**13. Emergency Repairs.** If the City of Polson is made aware of emergency safety conditions associated with the Sewer Property, the City of Polson will attempt to reach the Sewer Line Commission Agent and request that the necessary repairs be completed immediately. However, if the City of Polson is not able to reach the Sewer Line Commission Agent, the City of Polson has the authority to make emergency repairs as needed without further notification of the parcel owners. In such cases, the parcel owners will be notified after the repairs are completed, the notification will contain information about the repairs, costs, and amount due from the parcel owners, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City of Polson will be as described in Paragraph No. 12 above.

**14. Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the Sewer Property remains a private sewer system.

**15. Private Sewer.** The Sewer Property shall remain a private sewer system until the Sewer Property is inspected and certified by the City of Polson to become a public sewer system. At such time, the necessary parcel owners of this Agreement will convey and deed the Sewer Property to the City of Polson to assume control, maintenance, improvements, and repairs.

**16. Individual Connections.** As long as the Sewer Property is a private sewer system, parcel owners must not construct, install, create, connect, or build individual connections to the

Sewer Property. All individual sewer connections must be constructed, installed, created, connected, or built to the City of Polson Standards for Design & Construction at each respective parcel owner's expense. For the Standards for City of Polson Design & Construction see [www.cityofpolson.com/documents](http://www.cityofpolson.com/documents). The privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system

**17. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

**18. Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners as defined in Paragraph No. 8. Any amendment must be approved in writing by the City Manager or the City Commission of the City of Polson.

**19. Enforcement.** This Agreement may be enforced by a majority of parcel owners as defined in Paragraph No. 8. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party in such action or lawsuit shall be entitled to reasonable attorney fees and costs.

**20. Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party mediator shall be appointed to hear and attempt to resolve the dispute. The decision of the mediator shall not be final and binding on the parcel owners. Contact information for local mediators can be obtained through contacting the Montana State Bar Association. In selecting a third-party mediator, each parcel owner as defined in Paragraph No. 8 shall vote, and the nominee receiving a majority of the votes shall be the mediator. All parties shall share in the cost of any mediation.

**21. Breach.** If the parcel owners fail to maintain this Agreement, then the City of Polson in its discretion may elect to implement an assessment upon the parcel owners for the installation, maintenance, improvements, and/or repairs of the Sewer Property. The City of Polson may use the reimbursement method described in Paragraph No. 12 as an alternative to recover costs.

**22. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

**23. Severability.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

**24. Other Agreements.** This Sewer Line Maintenance Agreement replaces all previous Sewer Line Maintenance Agreements regarding the described Sewer Property.

**25. City Road and Driveway Ordinance.** Scenic Lane, a private road, shall be constructed and maintained in accordance with the City of Polson's Road and Driveway Ordinance, Resolution, or state statute or administrative rule.

**26. City Sewer Ordinance.** The Sewer Property shall be constructed and maintained in accordance with the City of Polson's Sewer Ordinance, Resolution, or state statute or administrative rule.

**27. Disclaimer by City.** It is understood and agreed that the City of Polson Commission, the City of Polson, its employees and agents shall not be liable or responsible in any

manner to a developer or the parcel owners as defined in Paragraph No. 8, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

**28. Recording This Document.** Original and amended copies of this Agreement, including added signatures, shall be recorded with Lake County, and a copy of the recorder document shall be provided to the City Clerk by the Road Commission Agent. Recording fees for each parcel shall be paid by each respective parcel owner bound by this Agreement.

**29. Signature Clause.** This Agreement may be executed in any number of counterparts, and this Agreement shall become effective as the date set forth above when fully executed with notarized signatures by all parcel owners.

Signed,

Exhibit A  
500 Scenic Lane  
Common Property Address  
Polson, MT 59860  
City, State, Zip

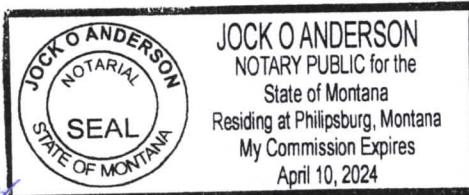
[Signature]  
Signature  
Scott Anderson 6-1-22  
Printed Name Date  
Alice Anderson 6-1-22  
Signature  
Alice Anderson 6-1-22  
Printed Name Date

STATE OF MONTANA )  
 )  
 ) :ss  
County of Lake )

On this 1st day of June, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Scott Anderson, Alice Anderson, 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.

[Signature]  
Notary Public for the State of Montana  
JOCK ANDERSON  
Printed Name of Notary  
Residing at Polson, Montana  
My commission expires: 4/10/2024



## **EXHIBIT A**

Property: **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36** and **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59 59** (commonly known as 500 Scenic Lane, Polson, Montana).

### **Legal Description**

A fractional part of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:

Beginning at a point on the South section line of said Section 3, which point is distant South 89° 50' East and 334.6 feet from the South quarter corner of said Section 3; thence North 0° 23' East 660 feet; thence South 39° 50' East 165.7 feet; thence South 0° 23' West 425 feet; thence North 89° 50' West 145.7 feet; thence South 0°25' West 235 feet to intersect the South boundary of said Section 3; thence along said boundary North 89° 50' West 20 feet to the place of beginning but excepting therefrom a 30 foot strip along the South boundary previously conveyed for highway purposes according to the records of Lake County Clerk and Recorder (Deed Reference Doc. # 199196)

Excepting from the above:

A fractional part of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section Three (3), Township Twenty-Two (22) North, Range Twenty (20) West, M.P.M., particularly described as follows:

Beginning at a point which is distant S. 89° 50' East 334.6 feet from the South quarter corner of said Section 3, thence North 0° 23' East 520 feet, thence South 80° 52' East 168.2 feet, thence South 0° 23' W. 259 feet, thence North 89° 50' West 145.7 feet, thence South 0° 23' West 235 feet, thence North 89° 50' West 20 feet to the place of beginning, containing 1.13 acres; and

ALSO, a fractional part of the SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, described as follows: Beginning at a point that is distant South 89° 56' East 330.9 feet and South 582.8 feet from the NW corner of the SW1/4SE1/4 of said Section 3; thence from this point of beginning South 77.2 feet; thence East 331.9 feet; thence North 0° 11' East 18.2 feet; thence along the Southerly boundary of the Burlington Northern right-of-way North 79° 55' West 336.9 feet to the place of beginning. (Deed Exhibit H-482).

Reserving however an easement for a water line to service the adjacent parcel situated immediately to the west.

500

Send to:

**SCENIC LANE PRIVATE ROAD MAINTENANCE AGREEMENT**

An Agreement made this 15<sup>th</sup> day of June, 2022 applicable to the undersigned parcel owners and users,

**RECITALS**

**WHEREAS**, Scenic Lane (hereinafter "Roadway Property") is a ten (10) foot private road situated in the City of Polson, County of Lake, State of Montana, as described as follows:

A strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**WHEREAS**, the undersigned parcel owners are the owners or users of the Roadway Property situated in City of Polson, County of Lake, State of Montana, and described as follows:

- A. **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36 and S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59** (commonly known as 500 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit A;
- B. **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit B;
- C. **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827** (commonly known as 503 Scenic Lane, Polson, Montana, owned by Matejovsky) see legal description Exhibit C; and
- D. **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana, owned by Collins) see legal description Exhibit D;

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to the Roadway Property;

**WHEREAS**, the parties desire to widen the Roadway Property from the current ten (10) foot wide road into a twelve (12) foot wide road; FURTHER, the Roadway Property shall be maintained as a private road; and

**WHEREAS**, it is agreed on the behalf of the owner, and all assignees, successors, and heirs to each undersigned parcel that this Agreement **shall run with the land in perpetuity** and all rights and powers given to and obligations imposed upon future grantees and their assignees, successors, and heirs are binding thereupon;

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

- 1. Vehicle and Pedestrian Access Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners as defined in Paragraph No. 9 and their occupants, agents, employees, guests, services and emergency vehicles, and those individuals appointed by the City of Polson to conduct semi-annual road reviews. Unless improved to minimum city standards for a street, no on-street parking will be allowed; and the street shall have adequate signage to this effect, provided and paid for by the parcel owners.
- 2. Utility Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.
- 3. Road Commission Agent.** A Road Commission Agent shall be elected by a majority of the parcel owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.
- 4. Road Maintenance.** Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified by the Road Commission Agent, cost estimates will be provided, and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 15 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.
- 5. Parking.** For the safety of the residents, no machinery, trailers, vehicles, or other property may be stored or parked upon the Roadway Property except parking of vehicles for limited periods of time (not to exceed four (4) hours).
- 6. Cost Sharing.** Road maintenance, snowplowing, and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-mentioned road. Each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Roadway Property to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. The Road Commission Agent shall provide the City an updated copy of the cost allocations at any point that changes are made to the cost allocations.
- 7. Prepayment.** Prepayment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each parcel owner. Annually, on or before a

date as specified by the Road Commission Agent, each parcel owner will contribute their pro-rated share of the estimated annual cost for road maintenance, road improvements, and annual snow removal. The Road Commission Agent shall send each parcel owner a two week notice of the annual payments due.

**8. Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands.

**9. One Vote Per Parcel.** Each parcel is assessed and granted one (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e., each parcel represents one vote in the matters covered by this Agreement).

**10. Future Parcels.** Any additional parcels gaining access to the Roadway Property by way of splitting existing parcels will be bound by all terms and conditions of this Agreement and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 6 above. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new parcel owners must also sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record. Any addition parcel created are still subject to subdivision review pursuant to the resolution annexing the parcels described herein.

**11. Snow Plowing.** The Roadway Property shall be snowplowed so as to permit year-round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 6 above. Individual driveway snow plowing, if desired, will be invoiced to the parcel owners directly by the snowplow contractor.

**12. Checking Account.** The Road Commission Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed. The bank checking account shall only contain funds related to or for the Roadway Property.

**13. Annual Road Reviews by City.** A private road serving three (3) or more lots or parcels shall be part of the City of Polson's annual road reviews. The parcel owners will be notified of any observed improvements needed on the private road, and improvements must be made by the parcel owners on the private road.

**14. Failure to Make Repairs.** If the improvements are not made within two (2) months from notification (or within a time frame otherwise agreed to in writing by the City Commission or the City Manager, but no more than one (1) year time frame), the City of Polson will make the improvements and bill the work to the parcel owners. The cost will include both the City of Polson's expenses for employee time and the contractor's expenses for the actual road improvements. The costs must be fully paid within two (2) months from the date of the invoice (or within a time frame otherwise agreed to in writing by the City Commission or the City Manager, but no more than one (1) year time frame). If the costs are not paid by this time,

the City of Polson will certify the costs (including both the construction and administrative costs) to the Lake County tax roll, for all parcel owners associated with the Roadway Property.

**15. Emergency Repairs.** If the City of Polson is made aware of emergency safety conditions on the Roadway Property, the City of Polson will attempt to reach the Road Commission Agent and request that the necessary repairs be completed immediately. However, if the City of Polson is not able to reach the Road Commission Agent, the City of Polson has the authority to make emergency repairs as needed without further notification of the parcel owners. In such cases, the parcel owners will be notified after the repairs are completed, the notification will contain information about the repairs, costs, and amount due from the parcel owners, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City of Polson will be as described in Paragraph No. 14 above.

**16. Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the road remains private.

**17. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

**18. Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners as defined in Paragraph No. 9. Any amendment must be approved in writing by the City Manager or the City Commission of the City of Polson.

**19. Enforcement.** This Agreement may be enforced by a majority of the parcel owners as defined in Paragraph No. 9. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party in such action or lawsuit shall be entitled to reasonable attorney fees and costs.

**20. Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party mediator shall be appointed to hear and attempt to resolve the dispute. The decision of the mediator shall not be final and binding on the parcel owners. Contact information for local mediators can be obtained through contacting the Montana State Bar Association. In selecting a third-party mediator, each parcel owner as defined in Paragraph No. 9 shall vote, and the nominee receiving a majority of the votes shall be the mediator. All parcel owners shall share in the cost of any mediation.

**21. Breach.** If the parcel owners fail to maintain this Agreement, then the City of Polson in its discretion may elect to implement an assessment upon the parcel owners to improve, widen, and maintain the Roadway Property as a standard public road. The City of Polson may use the reimbursement method described in Paragraph No. 14 as an alternative to recover costs.

**22. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

**23. Severability.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

**24. Other Agreements.** This Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Roadway Property.



25. **City Road and Driveway Ordinance.** The Roadway Property shall be constructed and maintained in accordance with the City of Polson's Road and Driveway Ordinance, Resolution, or state statute or administrative rule.

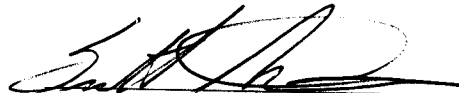
26. **Disclaimer by City.** It is understood and agreed that the City of Polson Commission, the City of Polson, its employees and agents shall not be liable or responsible in any manner to a developer or the parcel owners as defined in Paragraph No. 9, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

27. **Recording This Document.** Original and amended copies of this Agreement, including added signatures, shall be recorded with Lake County, and a copy of the recorder document shall be provided to the City Clerk by the Road Commission Agent. Recording fees for each parcel shall be paid by each respective parcel owner bound by this Agreement.

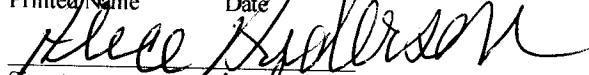
28. **Signature Clause.** This Agreement may be executed in any number of counterparts, and this Agreement shall become effective as the date set forth above when fully executed with notarized signatures by all parcel owners.

Signed,

Exhibit A  
500 Scenic Lane  
Common Property Address  
Polson, MT 59860  
City, State, Zip

  
Signature

Scott Anderson 6-1-22  
Printed Name Date

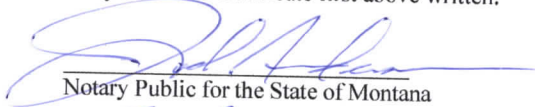
  
Signature

Alice Anderson 6-1-22  
Printed Name Date

STATE OF MONTANA )  
 )  
 ) :ss  
County of Lake )

On this 7 day of June, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Scott Anderson, Alice Anderson, 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.



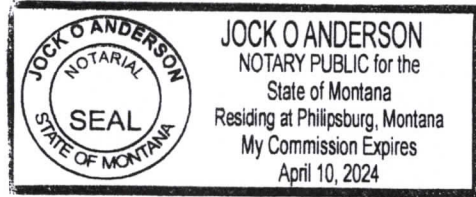
Notary Public for the State of Montana



Printed Name of Notary

Residing at Polson, Montana

My commission expires: 4/10/2024



## EXHIBIT A

Property: S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36 and S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59 59 (commonly known as 500 Scenic Lane, Polson, Montana).

### Legal Description

A fractional part of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:

Beginning at a point on the South section line of said Section 3, which point is distant South 89° 50' East and 334.6 feet from the South quarter corner of said Section 3; thence North 0° 23' East 660 feet; thence South 39° 50' East 165.7 feet; thence South 0° 23' West 425 feet; thence North 89° 50' West 145.7 feet; thence South 0° 25' West 235 feet to intersect the South boundary of said Section 3; thence along said boundary North 89° 50' West 20 feet to the place of beginning but excepting therefrom a 30 foot strip along the South boundary previously conveyed for highway purposes according to the records of Lake County Clerk and Recorder (Deed Reference Doc. # 199196)

Excepting from the above:

A fractional part of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section Three (3), Township Twenty-Two (22) North, Range Twenty (20) West, M.P.M., particularly described as follows:

Beginning at a point which is distant S. 89° 50' East 334.6 feet from the South quarter corner of said Section 3, thence North 0° 23' East 520 feet, thence South 80° 52' East 168.2 feet, thence South 0° 23' W. 259 feet, thence North 89° 50' West 145.7 feet, thence South 0° 23' West 235 feet, thence North 89° 50' West 20 feet to the place of beginning, containing 1.13 acres; and

ALSO, a fractional part of the SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, described as follows: Beginning at a point that is distant South 89° 56' East 330.9 feet and South 582.8 feet from the NW corner of the SW1/4SE1/4 of said Section 3; thence from this point of beginning South 77.2 feet; thence East 331.9 feet; thence North 0° 11' East 18.2 feet; thence along the Southerly boundary of the Burlington Northern right-of-way North 79° 55' West 336.9 feet to the place of beginning. (Deed Exhibit H-482).

Reserving however an easement for a water line to service the adjacent parcel situated immediately to the west.

# Exhibit Packet B

501  
CITY OF POLSON  
EXTENSION OF SERVICES PLAN

PETITION FOR  
ANNEXATION TO THE  
CITY OF POLSON

The undersigned petitioner, who owns 100% percent of the real property described below, hereby petitions the City Council of the City of Polson, pursuant to Section 7-2-4601(3)(a), MCA, for annexation of such real property into the City of Polson. Petitioner agrees that this annexation petition is irrevocable, and that the City may act on this petition, and actually accomplish the annexation of such real property, at any time in the future, without limitation. Petitioner has had an opportunity to review the City of Polson Plan for Extension of Services applicable to such real property and petitioner is satisfied with such Plan. Petitioner states that there is no need to prepare any amended or revised Plan for this annexation pursuant to Sections 7-2-4610, 7-2-4731, and 7-2-4732, MCA, since petitioner is satisfied with the provision of municipal services to such real property.

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED: SEE EXHIBIT B

The East 165.77 feet, more or less, of the following described tract of land: All that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, lying South of the present right of way of the Burlington Northern (formerly Northern Pacific Railway Company) AND of the North 66.7 feet of the W1/2 SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana (Deed Exhibit H-171)

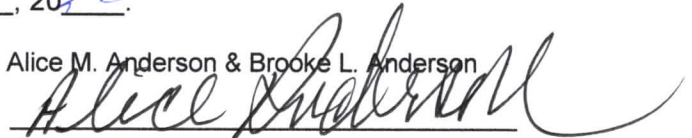
Dated this 19 day of March, 2022.

Scott R. Anderson



Owner

Alice M. Anderson & Brooke L. Anderson



Owners

STATE OF MONTANA )

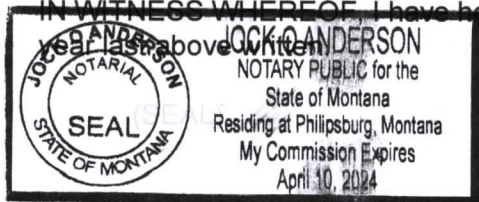
:ss

County of Lake )



On this 19<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Scott Anderson, Brooke Anderson and Alice Anderson, known to me personally (or proved to me on the basis of satisfactory evidence) to be the person(s) 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.



Printed Name: Jock Anderson

Notary Public for the State of Montana Residing in Montana

My Commission expires: 4/10/24

## **EXHIBIT B**

Property: **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana).

### **Legal Description**

The East 165.77 feet, more or less, of the following described tract of land: All that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, lying South of the present right of way of the Burlington Northern (formerly Northern Pacific Railway Company) AND of the North 66.7 feet of the W1/2 SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana (Deed Exhibit H-171)

An undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

**AGREEMENT FOR ANNEXATION  
AND CITY SEWER SERVICE**

THIS AGREEMENT is entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

and between the City of Polson, a municipal corporation ("CITY") and

Scott R. Anderson, Alice M. Anderson 500 Scenic Lane PO Box 908 Polson MT 59860 & Brooke L. Anderson

("OWNER"), whose mailing address is

626 N. 5<sup>th</sup> Ave Apt. 202 Phoenix, AZ 85003 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: SEE EXHIBIT B

The East 165.77 feet, more or less, of the following described tract of land: All that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, lying South of the present right of way of the Burlington Northern (formerly Northern Pacific Railway Company) AND of the North 66.7 feet of the W1/2 SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana (Deed Exhibit H-171)

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 one (1) connection 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.

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

**(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.
- (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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The promises, covenants, representations, and waivers provided pursuant to this Paragraph (4) are voluntarily and knowingly given, with full knowledge of the



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

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."

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.

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

(8) **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.


(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.

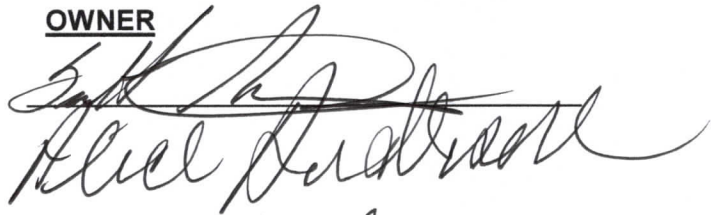
(12) **Release of Agreement:** After annexation of OWNER'S REAL PROPERTY has been completed, the CITY shall, upon request from OWNER, release this Agreement as an encumbrance against OWNER'S REAL PROPERTY.

**CITY OF POLSON**

  
\_\_\_\_\_  
City Manager

ATTEST:  
  
\_\_\_\_\_  
City Clerk

**OWNER**

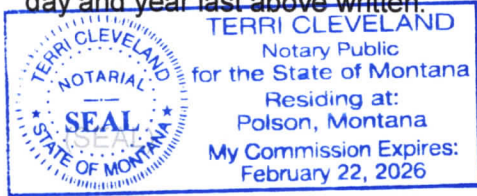
  
\_\_\_\_\_  
Brookings

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 11<sup>th</sup> day of July, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Edwin TRICE and Cora E. Peit, 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.

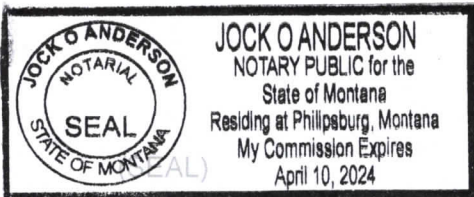


Printed Name: Terri Cleveland  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: 2/22/26

STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 19<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Scott Anderson, Alice Anderson, Brooke Anderson, 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.



Printed Name: Jock O Anderson  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: 4/10/2024

## **EXHIBIT B**

**Property: S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD (commonly known as 501 Scenic Lane, Polson, Montana).**

### **Legal Description**

The East 165.77 feet, more or less, of the following described tract of land: All that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, lying South of the present right of way of the Burlington Northern (formerly Northern Pacific Railway Company) AND of the North 66.7 feet of the W1/2 SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana (Deed Exhibit H-171)

An undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

**AGREEMENT FOR ANNEXATION  
AND CITY WATER SERVICE**

THIS AGREEMENT is entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Polson, a municipal corporation ("CITY") and Scott R. & Alice M. Anderson 500 Scenic Lane PO Box 908 Polson, MT 59860 & ("OWNER"), whose mailing address is Brooke L. Anderson 626 N. 5<sup>th</sup> Ave Phoenix, AZ 85003 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: The East 165.77 feet, more or less, of the following described tract of land: All that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, lying South of the present right of way of the Burlington Northern (formerly Northern Pacific Railway Company) AND of the North 66.7 feet of the W1/2 SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana (Deed Exhibit H-171) SEE EXHIBIT B

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 one (1) connections to the CITY'S municipal water 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 water system.

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

**(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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

(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."

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.

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

(8) **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.

(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.

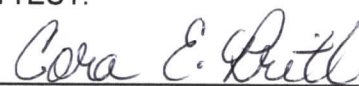
(11) **Attorneys' Fees.** In the event of any litigation to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees as fixed by the court.

(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.


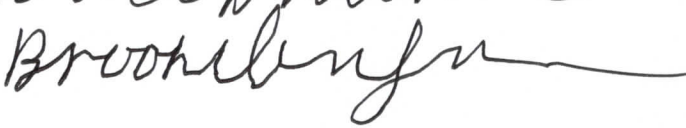
**CITY OF POLSON**

  
\_\_\_\_\_  
City Manager

ATTEST:

  
\_\_\_\_\_  
City Clerk

**OWNER**

  
\_\_\_\_\_  
Alice Hubbard  
  
\_\_\_\_\_  
Brookelyn

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 ) :ss  
County of Lake )

On this 17<sup>th</sup> day of July, 2022 before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Edwin Droce and CORA E. PROTT, 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.

TERRI CLEVELAND  
Notary Public for the State of Montana  
Residing in Polson, Montana



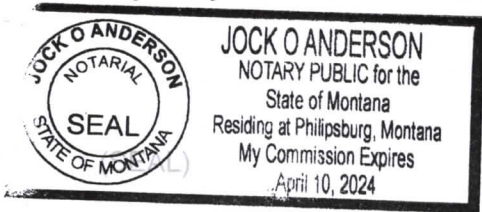
My Commission expires: 2/22/26

STATE OF MONTANA )  
 ) :ss  
County of Lake )

On this 17<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Scott Anderson, Bruce Anderson, Alice Anderson, 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.

JOCK O ANDERSON  
Notary Public for the State of Montana  
Residing in Polson, Montana



My Commission expires: 4/10/2024

## **EXHIBIT B**

Property: **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana).

### **Legal Description**

The East 165.77 feet, more or less, of the following described tract of land: All that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, lying South of the present right of way of the Burlington Northern (formerly Northern Pacific Railway Company) AND of the North 66.7 feet of the W1/2 SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana (Deed Exhibit H-171)

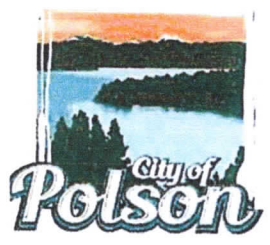
An undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.



501

RE: 501 Scenic Lane



**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 wave the right to protest a Special Improvement District for curb, gutter, road, sidewalk, and stormwater improvements on, along or by the frontage of the described property, for a period of twenty years from this date.

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

The real property is described as follows: *SEE EXHIBIT B*

The East 165.77 feet, more or less, of the following described tract of land: All that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, lying South of the present right of way of the Burlington Northern (formerly Northern Pacific Railway Company) AND of the North 66.7 feet of the W1/2 SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana (Deed Exhibit H-171)

TOGETHER with an undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 .West, P.M.M., EXTENDING from the Montana Department of Transportation (formerly Burlington Northern and Northern Pacific Railway Company) right-of-way to U.S. Highway No. 93.

Otherwise commonly known as:

501 Scenic Lane Polson, MT 59850

Signed this 14 day of May, 2022

[Signature]  
Owner  
Alice Anderson  
Owner  
Brooke [Signature]  
Owner

STATE OF MT

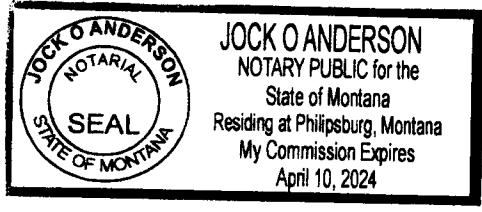
:SS

County of GRANITE

On this 14 day of May, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Scott and Alice Anderson & Brooke Anderson known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that <sup>they</sup> 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.

[Signature]  
Notary Public for the State of Montana  
JOCK ANDERSON  
Printed Name of Notary  
Residing at Polson, Montana  
My commission expires: 4/10/24



## **EXHIBIT B**

**Property: S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD (commonly known as 501 Scenic Lane, Polson, Montana).**

### **Legal Description**

The East 165.77 feet, more or less, of the following described tract of land: All that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, lying South of the present right of way of the Burlington Northern (formerly Northern Pacific Railway Company) AND of the North 66.7 feet of the W1/2 SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana (Deed Exhibit H-171)

An undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.**

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

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

**WITNESSETH:**

1. Petitioner(s) Scott R. Anderson, Alice M. Anderson and Brooke L. Anderson 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)  
See Attached Legal Property Description Document (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:

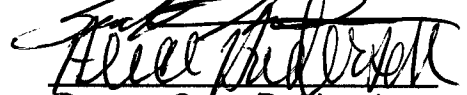
Petitioner(s) are more than 50% of the resident electors owning real property in the area to be annexed; or,

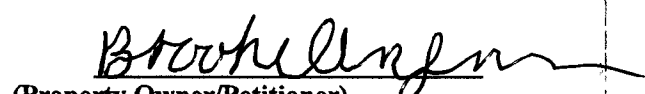
Petitioner(s) are the owner or owners of 50% of the real property in the area to be annexed, and

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 14<sup>th</sup> day of May, 2022.

  
(Property Owner/Petitioner)

  
(Property Owner/Petitioner)

ATTEST: \_\_\_\_\_  
City Clerk

Voting Ward \_\_\_\_\_ Zoning \_\_\_\_\_  
(Subject to later zoning ordinance revisions.)

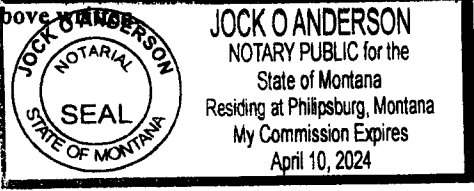
STATE OF MONTANA )

County of GRANITE ) : ss.  
County of Lake )

On this 14 day of May, 2022 before me a Notary Public for the State of Montana, personally appeared Scott & Alice Anderson and Brooke Anderson, known to me to be the persons whose names are subscribed within instrument and acknowledged to me that they executed the same.

ANNEXATION FEE: \$100  
RESOLUTION #938 - 10/17/07

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



*Jock O Anderson*  
Notary Public for the State of Montana  
Residing at Philipsburg, MT  
My commission expires: 4/10/2024

REVIEWED BY CITY OFFICIALS: \_\_\_\_\_  
(Water/Sewer Superintendent)

\_\_\_\_\_  
(Planning Official) (Building Inspector) (City Manager)

Approved as to form.  
Office of the City Attorney

TO BE PRESENTED TO CITY COMMISSION BY: \_\_\_\_\_

## **EXHIBIT B**

**Property: S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD (commonly known as 501 Scenic Lane, Polson, Montana).**

### **Legal Description**

The East 165.77 feet, more or less, of the following described tract of land: All that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, lying South of the present right of way of the Burlington Northern (formerly Northern Pacific Railway Company) AND of the North 66.7 feet of the W1/2 SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana (Deed Exhibit H-171)

An undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

501

Send to:

**SCENIC LANE SEWER LINE MAINTENANCE AGREEMENT**

An Agreement made this 1<sup>st</sup> day of June, 2022, applicable to the undersigned parcel owners and users,

**RECITALS**

**WHEREAS**, Scenic Lane Sewer Line (hereinafter "Sewer Property") is located under a private road, known as "Scenic Lane," situated in the City of Polson, County of Lake, State of Montana;

**WHEREAS**, the undersigned parcel owners desire to construct a sewer line on and along a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and legally described as follows:

A strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**WHEREAS**, the undersigned parcel owners are the owners or users of the Sewer Property to be situated on a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and described as follows:

- A. **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36 and S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59** (commonly known as 500 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit A;
- B. **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit B;
- C. **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#000003827** (commonly known as 503 Scenic Lane, Polson, Montana, owned by Matejovsky) see legal description Exhibit C;
- D. **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana, owned by Collins) see legal description Exhibit D;
- E. **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana, owned by O'Halloran) see legal description Exhibit E;
- F. **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description Exhibit F;
- G. **S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description Exhibit G; and



H. S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579  
(vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud)  
see legal description Exhibit H;

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of installation, maintenance, and improvements to the Sewer Property before the Sewer Property becomes a part of the public sewer utility system for the City of Polson; **FURTHER**, for the Sewer Property to become a public utility system, the Sewer Property must pass inspection by the City of Polson and be certified to the City of Polson standards;

**WHEREAS**, the parties desire a utility easement on Scenic Lane for the installation, maintenance, and improvements to the Sewer Property;

**WHEREAS**, the parties understand that individual connection between the Sewer Property and a parcel are private connections that are each respective parcel owner's responsibility regarding installation, costs, maintenance, improvements; **FURTHER**, the privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system; and

**WHEREAS**, it is agreed on the behalf of the owner, and all assignees, successors, and heirs to each undersigned parcel that this Agreement shall run with the land in perpetuity and all rights and powers given to and obligations imposed upon future grantees and their assignees, successors, and heirs are binding thereupon.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Vehicle and City of Polson Employee Access Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners as defined in Paragraph No. 8 and their occupants, agents, employees, services, and emergency vehicles to maintain the Sewer Property, as well as City of Polson vehicles, and those individuals appointed by the City of Polson to conduct semi-annual sewer line inspection and review.

**2. Utility Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained. Parcel owners agree to record utility easements granted to neighboring parcel owners that are necessary to allow connection to the Sewer Property.

**3. Sewer Line Commission Agent.** A Sewer Line Commission Agent shall be elected by a majority of the parcel owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Sewer Line Agent shall be responsible for monitoring the condition of the Sewer Property, and initiating maintenance activities as needed to maintain the minimum sewer line standards.

**4. Sewer Line and Road Maintenance.** Maintenance and improvements of the Sewer Property Maintenance and Scenic Lane will be undertaken and made whenever necessary to maintain the sewer line and road in good operating condition at all times to insure the provision of safe access by vehicles for maintenance and/or construction purposes. Such vehicles include

private vehicles, the City of Polson vehicles, and emergency vehicles. A majority vote of parcel owners is required for any Sewer Property installation, maintenance, and/or improvements and to accept the bid for any Sewer Property contracts. All Sewer Property installation, maintenance, and/or improvements must include a description of any excavation and/or road resurfacing work, if applicable. Before authorizing expenditures for future sewer line and related road improvements, parcel owners will be notified by the Commission Agent of the cost estimates before a majority vote will be required. If any parcel owner performs installation, improvements, maintenance, repairs, or replacements without the approval of the other parcel owners prior to performing such work, the parcel owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 13 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

**5. Cost Sharing.** Sewer Property installation, maintenance, and improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-mentioned road. For those parcel owners that are adjacent to Scenic Lane, each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Private Road to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. For those parcels that do not access Scenic Lane, but are using the sewer line shall be subject to a negotiated cost share agreed upon by all parcel owners of the sewer line by a majority vote. The Sewer Line Commission Agent shall provide the City an updated copy of the cost allocations at any point that changes are made to the cost allocations.

**6. Prepayment.** Prepayment of installation, maintenance, repairs, and/or improvements costs will be made to the Sewer Line Maintenance Agreement account by each parcel owner associated with the sewer line on Scenic Lane. Annually, on or before a date as specified by the Sewer Line Commission Agent, each parcel owner associated with the Scenic Lane Sewer line will contribute their pro-rated share of the estimated annual cost for sewer line installation, maintenance, repairs, and/or improvements costs, as well as costs for road repairs, maintenance, improvements during private ownership. The Sewer Line Commission Agent shall send each parcel owner a two week notice of the annual payments due.

**7. Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands.

**8. One Vote Per Parcel.** Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e., each parcel represents one vote in the matters covered by this Agreement).

**9. Future Parcels.** During the term of this Agreement, any additional parcels gaining access to the Sewer Property by way of splitting existing parcels will be bound by all terms and conditions of this Agreement and will be required to pay that portion of the maintenance and improvement costs incurred after the split as determined using the formula contained in Paragraph

No. 6 above. If any additional parcels are created after the original Sewer Line Maintenance Agreement is signed, the new parcel owners must also sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record. Any addition parcel created are still subject to subdivision review pursuant to the resolution annexing the parcels described herein.

**10. Checking Account.** The Sewer Line Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed.

**11. Annual Sewer Line Reviews by City.** A sewer line serving three (3) or more lots or parcels shall be part of the City's annual review. The parcel owners will be notified of any observed installations, improvements, repairs, and/or maintenance needed for the sewer line, and installations, improvements, repairs, and/or maintenance must be made by the parcel owners bound by the Sewer Line Maintenance Agreement.

**12. Failure to Make Repairs.** If the installations, improvements, repairs, and/or maintenance are not made within two (2) months from notification (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame), the City of Polson will make the installations, improvements, repairs, and/or maintenance and bill the work to the parcel owners. The cost will include both the City of Polson's expenses for employee time and the contractor's expenses for the actual improvements and/or maintenance. The costs must be fully paid within two (2) months from the date of the invoice (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame). If the costs are not paid by this time, the city will certify the costs (including both the construction and administrative costs) to the County tax roll, for all parcel owners associated with this Agreement.

**13. Emergency Repairs.** If the City of Polson is made aware of emergency safety conditions associated with the Sewer Property, the City of Polson will attempt to reach the Sewer Line Commission Agent and request that the necessary repairs be completed immediately. However, if the City of Polson is not able to reach the Sewer Line Commission Agent, the City of Polson has the authority to make emergency repairs as needed without further notification of the parcel owners. In such cases, the parcel owners will be notified after the repairs are completed, the notification will contain information about the repairs, costs, and amount due from the parcel owners, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City of Polson will be as described in Paragraph No. 12 above.

**14. Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the Sewer Property remains a private sewer system.

**15. Private Sewer.** The Sewer Property shall remain a private sewer system until the Sewer Property is inspected and certified by the City of Polson to become a public sewer system. At such time, the necessary parcel owners of this Agreement will convey and deed the Sewer Property to the City of Polson to assume control, maintenance, improvements, and repairs.

**16. Individual Connections.** As long as the Sewer Property is a private sewer system, parcel owners must not construct, install, create, connect, or build individual connections to the

Sewer Property. All individual sewer connections must be constructed, installed, created, connected, or built to the City of Polson Standards for Design & Construction at each respective parcel owner's expense. For the Standards for City of Polson Design & Construction see [www.cityofpolson.com/documents](http://www.cityofpolson.com/documents). The privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system

**17. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

**18. Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners as defined in Paragraph No. 8. Any amendment must be approved in writing by the City Manager or the City Commission of the City of Polson.

**19. Enforcement.** This Agreement may be enforced by a majority of parcel owners as defined in Paragraph No. 8. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party in such action or lawsuit shall be entitled to reasonable attorney fees and costs.

**20. Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party mediator shall be appointed to hear and attempt to resolve the dispute. The decision of the mediator shall not be final and binding on the parcel owners. Contact information for local mediators can be obtained through contacting the Montana State Bar Association. In selecting a third-party mediator, each parcel owner as defined in Paragraph No. 8 shall vote, and the nominee receiving a majority of the votes shall be the mediator. All parties shall share in the cost of any mediation.

**21. Breach.** If the parcel owners fail to maintain this Agreement, then the City of Polson in its discretion may elect to implement an assessment upon the parcel owners for the installation, maintenance, improvements, and/or repairs of the Sewer Property. The City of Polson may use the reimbursement method described in Paragraph No. 12 as an alternative to recover costs.

**22. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

**23. Severability.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

**24. Other Agreements.** This Sewer Line Maintenance Agreement replaces all previous Sewer Line Maintenance Agreements regarding the described Sewer Property.

**25. City Road and Driveway Ordinance.** Scenic Land, a private road, shall be constructed and maintained in accordance with the City of Polson's Road and Driveway Ordinance, Resolution, or state statute or administrative rule.

**26. City Sewer Ordinance.** The Sewer Property shall be constructed and maintained in accordance with the City of Polson's Sewer Ordinance, Resolution, or state statute or administrative rule.

**27. Disclaimer by City.** It is understood and agreed that the City of Polson Commission, the City of Polson, its employees and agents shall not be liable or responsible in any

manner to a developer or the parcel owners as defined in Paragraph No. 8, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

**28. Recording This Document.** Original and amended copies of this Agreement, including added signatures, shall be recorded with Lake County, and a copy of the recorder document shall be provided to the City Clerk by the Road Commission Agent. Recording fees for each parcel shall be paid by each respective parcel owner bound by this Agreement.

**29. Signature Clause.** This Agreement may be executed in any number of counterparts, and this Agreement shall become effective as the date set forth above when fully executed with notarized signatures by all parcel owners.

Signed,

Exhibit B  
501 Scenic Lane  
Common Property Address  
Polson, MT 59840  
City, State, Zip

[Signature]  
Signature

Scott Anderson 6-1-22  
Printed Name Date

[Signature]  
Signature

Alice Anderson 6-1-22  
Printed Name Date

[Signature]  
Signature

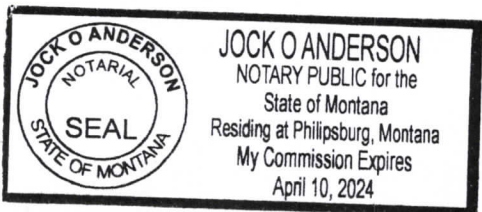
Brooke Anderson 6-1-22  
Printed Name Date

STATE OF MONTANA )  
 ) :ss  
County of Lake )

On this 1<sup>st</sup> day of July, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Scott Anderson, 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.

[Signature]  
Notary Public for the State of Montana  
JOCK ANDERSON  
Printed Name of Notary  
Residing at Polson, Montana  
My commission expires: 4/10/2024



*Alice Anderson and Brooke Anderson*

## **EXHIBIT B**

**Property: S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD (commonly known as 501 Scenic Lane, Polson, Montana).**

### **Legal Description**

The East 165.77 feet, more or less, of the following described tract of land: All that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, lying South of the present right of way of the Burlington Northern (formerly Northern Pacific Railway Company) AND of the North 66.7 feet of the W1/2 SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana (Deed Exhibit H-171)

An undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.**

501  
Send to:

**SCENIC LANE PRIVATE ROAD MAINTENANCE AGREEMENT**

An Agreement made this 1<sup>st</sup> day of June, 2022 applicable to the undersigned parcel owners and users,

**RECITALS**

**WHEREAS**, Scenic Lane (hereinafter "Roadway Property") is a ten (10) foot private road situated in the City of Polson, County of Lake, State of Montana, as described as follows:

A strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**WHEREAS**, the undersigned parcel owners are the owners or users of the Roadway Property situated in City of Polson, County of Lake, State of Montana, and described as follows:

- A. **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36 and S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59** (commonly known as 500 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit A;
- B. **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit B;
- C. **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827** (commonly known as 503 Scenic Lane, Polson, Montana, owned by Matejovsky) see legal description Exhibit C; and
- D. **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana, owned by Collins) see legal description Exhibit D;

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to the Roadway Property;

**WHEREAS**, the parties desire to widen the Roadway Property from the current ten (10) foot wide road into a twelve (12) foot wide road; FURTHER, the Roadway Property shall be maintained as a private road; and

**WHEREAS**, it is agreed on the behalf of the owner, and all assignees, successors, and heirs to each undersigned parcel that this Agreement **shall run with the land in perpetuity** and all rights and powers given to and obligations imposed upon future grantees and their assignees, successors, and heirs are binding thereupon;



**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **Vehicle and Pedestrian Access Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners as defined in Paragraph No. 9 and their occupants, agents, employees, guests, services and emergency vehicles, and those individuals appointed by the City of Polson to conduct semi-annual road reviews. Unless improved to minimum city standards for a street, no on-street parking will be allowed; and the street shall have adequate signage to this effect, provided and paid for by the parcel owners.

2. **Utility Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.

3. **Road Commission Agent.** A Road Commission Agent shall be elected by a majority of the parcel owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

4. **Road Maintenance.** Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified by the Road Commission Agent, cost estimates will be provided, and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 15 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

5. **Parking.** For the safety of the residents, no machinery, trailers, vehicles, or other property may be stored or parked upon the Roadway Property except parking of vehicles for limited periods of time (not to exceed four (4) hours).

6. **Cost Sharing.** Road maintenance, snowplowing, and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-mentioned road. Each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Roadway Property to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. The Road Commission Agent shall provide the City an updated copy of the cost allocations at any point that changes are made to the cost allocations.

7. **Prepayment.** Prepayment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each parcel owner. Annually, on or before a

date as specified by the Road Commission Agent, each parcel owner will contribute their pro-rated share of the estimated annual cost for road maintenance, road improvements, and annual snow removal. The Road Commission Agent shall send each parcel owner a two week notice of the annual payments due.

**8. Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands.

**9. One Vote Per Parcel.** Each parcel is assessed and granted one (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e., each parcel represents one vote in the matters covered by this Agreement).

**10. Future Parcels.** Any additional parcels gaining access to the Roadway Property by way of splitting existing parcels will be bound by all terms and conditions of this Agreement and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 6 above. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new parcel owners must also sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record. Any addition parcel created are still subject to subdivision review pursuant to the resolution annexing the parcels described herein.

**11. Snow Plowing.** The Roadway Property shall be snowplowed so as to permit year-round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 6 above. Individual driveway snow plowing, if desired, will be invoiced to the parcel owners directly by the snowplow contractor.

**12. Checking Account.** The Road Commission Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed. The bank checking account shall only contain funds related to or for the Roadway Property.

**13. Annual Road Reviews by City.** A private road serving three (3) or more lots or parcels shall be part of the City of Polson's annual road reviews. The parcel owners will be notified of any observed improvements needed on the private road, and improvements must be made by the parcel owners on the private road.

**14. Failure to Make Repairs.** If the improvements are not made within two (2) months from notification (or within a time frame otherwise agreed to in writing by the City Commission or the City Manager, but no more than one (1) year time frame), the City of Polson will make the improvements and bill the work to the parcel owners. The cost will include both the City of Polson's expenses for employee time and the contractor's expenses for the actual road improvements. The costs must be fully paid within two (2) months from the date of the invoice (or within a time frame otherwise agreed to in writing by the City Commission or the City Manager, but no more than one (1) year time frame). If the costs are not paid by this time,

the City of Polson will certify the costs (including both the construction and administrative costs) to the Lake County tax roll, for all parcel owners associated with the Roadway Property.

**15. Emergency Repairs.** If the City of Polson is made aware of emergency safety conditions on the Roadway Property, the City of Polson will attempt to reach the Road Commission Agent and request that the necessary repairs be completed immediately. However, if the City of Polson is not able to reach the Road Commission Agent, the City of Polson has the authority to make emergency repairs as needed without further notification of the parcel owners. In such cases, the parcel owners will be notified after the repairs are completed, the notification will contain information about the repairs, costs, and amount due from the parcel owners, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City of Polson will be as described in Paragraph No. 14 above.

**16. Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the road remains private.

**17. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

**18. Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners as defined in Paragraph No. 9. Any amendment must be approved in writing by the City Manager or the City Commission of the City of Polson.

**19. Enforcement.** This Agreement may be enforced by a majority of the parcel owners as defined in Paragraph No. 9. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party in such action or lawsuit shall be entitled to reasonable attorney fees and costs.

**20. Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party mediator shall be appointed to hear and attempt to resolve the dispute. The decision of the mediator shall not be final and binding on the parcel owners. Contact information for local mediators can be obtained through contacting the Montana State Bar Association. In selecting a third-party mediator, each parcel owner as defined in Paragraph No. 9 shall vote, and the nominee receiving a majority of the votes shall be the mediator. All parcel owners shall share in the cost of any mediation.

**21. Breach.** If the parcel owners fail to maintain this Agreement, then the City of Polson in its discretion may elect to implement an assessment upon the parcel owners to improve, widen, and maintain the Roadway Property as a standard public road. The City of Polson may use the reimbursement method described in Paragraph No. 14 as an alternative to recover costs.

**22. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

**23. Severability.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

**24. Other Agreements.** This Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Roadway Property.

25. **City Road and Driveway Ordinance.** The Roadway Property shall be constructed and maintained in accordance with the City of Polson's Road and Driveway Ordinance, Resolution, or state statute or administrative rule.


26. **Disclaimer by City.** It is understood and agreed that the City of Polson Commission, the City of Polson, its employees and agents shall not be liable or responsible in any manner to a developer or the parcel owners as defined in Paragraph No. 9, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

27. **Recording This Document.** Original and amended copies of this Agreement, including added signatures, shall be recorded with Lake County, and a copy of the recorder document shall be provided to the City Clerk by the Road Commission Agent. Recording fees for each parcel shall be paid by each respective parcel owner bound by this Agreement.

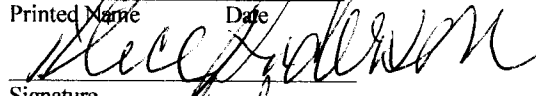
28. **Signature Clause.** This Agreement may be executed in any number of counterparts, and this Agreement shall become effective as the date set forth above when fully executed with notarized signatures by all parcel owners.

Signed,

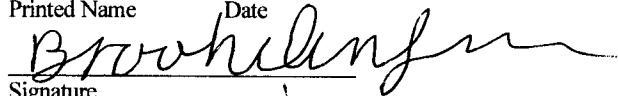
Exhibit B  
501 Scenic Lane  
Common Property Address  
Polson MT 59860  
City, State, Zip

  
Signature

Sarah Anderson 6-1-22  
Printed Name Date

  
Signature

Alice Anderson 6-1-22  
Printed Name Date

  
Signature


Brooke Anderson 6-1-22  
Printed Name Date

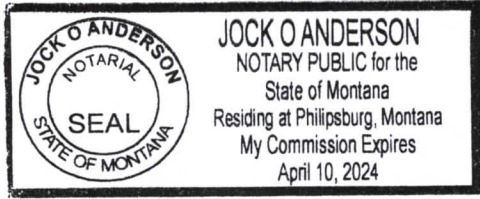
STATE OF MONTANA )  
 )  
:SS  
County of Lake )

*Alice Anderson and Beede  
Anderson*

On this 1st day of June, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Jock Anderson, 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  
Jock Anderson  
Printed Name of Notary  
Residing at Polson, Montana  
My commission expires: 4/10/2024



## **EXHIBIT B**

**Property: S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD (commonly known as 501 Scenic Lane, Polson, Montana).**

### **Legal Description**

The East 165.77 feet, more or less, of the following described tract of land: All that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana, lying South of the present right of way of the Burlington Northern (formerly Northern Pacific Railway Company) AND of the North 66.7 feet of the W1/2 SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, M.P.M., Lake County, Montana (Deed Exhibit H-171)

An undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.**

# Exhibit Packet C

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

PETITION FOR  
ANNEXATION TO THE  
CITY OF POLSON

RECEIVED  
JUN 09 2022  
BY:     

The undersigned petitioner, who owns 100% percent of the real property described below, hereby petitions the City Council of the City of Polson, pursuant to Section 7-2-4601(3)(a), MCA, for annexation of such real property into the City of Polson. Petitioner agrees that this annexation petition is irrevocable, and that the City may act on this petition, and actually accomplish the annexation of such real property, at any time in the future, without limitation. Petitioner has had an opportunity to review the City of Polson Plan for Extension of Services applicable to such real property and petitioner is satisfied with such Plan. Petitioner states that there is no need to prepare any amended or revised Plan for this annexation pursuant to Sections 7-2-4610, 7-2-4731, and 7-2-4732, MCA, since petitioner is satisfied with the provision of municipal services to such real property.

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED:

Exhibit C

Dated this 9th day of June, 2022.

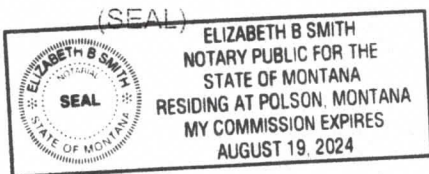
Richard  
James R Matejovsky  
Owner

Julana M. Matejovsky  
Owner

STATE OF MONTANA                     )  
  ):ss  
County of Lake                             )

On this 9th day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Richard James Matejovsky and Julana M. Matejovsky, known to me personally (or proved to me on the basis of satisfactory evidence) to be the person(s) 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.



Printed Name: Elizabeth B. Smith  
Notary Public for the State of Montana Residing in Montana  
My Commission expires: Aug 19, 2024



## **EXHIBIT C**

**Property: S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827 (commonly known as 503 Scenic Lane, Polson, Montana).**

### **Legal Description**

A parcel or land situate, lying and being in County of Lake and State of Montana, particularly as follows, to-wit:

The West 165.77 feet of a certain tract of land more particularly described as follows to-wit: All of that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, lying South of the present right-of-way of the Northern Pacific Railway company and the West 165.77 feet of the North 66.67 feet of the W1/2SW1/4SW1/4, Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana; Also, an undivided one-half interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W1/2NW1/4SW1/4SE1/4 Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, extending from the Northern Pacific Railway Company's Right-of-way to U.S. Highway No. 93; together with 20 foot access easement for roadway purposes extending along the East and South sides of the east 165.77 feet of the North 66.67 feet of the W1/2SW1/4SW1/4SE1/4 of section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana. Deed Exhibit H-171.

SUBJECT TO Deed Exhibit H-171 for road and utilities, recorded June 14, 1948 under File No. 91436, records of Lake County, Montana.

FURTHER SUBJECT TO ALL easements, reservations, and rights of way apparent or of record and reservations and restrictions contained in the U.S. Government patents and subsequent deeds of conveyance and other documents of record.

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

AGREEMENT FOR ANNEXATION  
AND CITY SEWER SERVICE

THIS AGREEMENT is entered into as of 9<sup>th</sup> day of June, 2022, by  
and between the City of Polson, a municipal corporation ("CITY") and  
James Richard Matejovsky and Julane M. Matejovsky  
("OWNER"), whose mailing address is  
P.O. Box 579, Polson, MT 59840 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:

Exhibit C

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 one (1) connection 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.

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

**(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.
- (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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The promises, covenants, representations, and waivers provided pursuant to this Paragraph (4) are voluntarily and knowingly given, with full knowledge of the

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

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."

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.

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

**(8)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.


**(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.

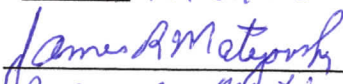
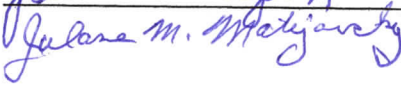
**(11) Attorneys' Fees.** In the event of any litigation to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees as fixed by the court.

**(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 Richard

  
\_\_\_\_\_  


ATTEST:

  
\_\_\_\_\_  
City Clerk

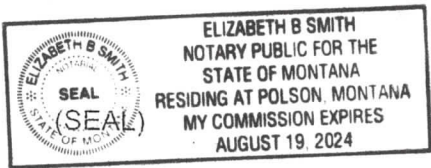


CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 )  
:ss  
County of Lake )

On this 9th day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Richard Matejovsky and Jubane M. Matejovsky, 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.

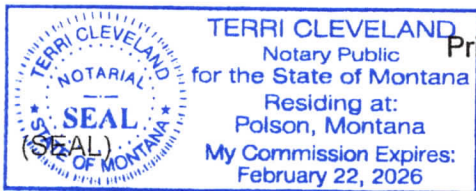


Printed Name: Elizabeth B. Smith  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: Aug 19 2024

STATE OF MONTANA )  
 )  
:ss  
County of Lake )

On this 11th day of July, 2022, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Edwin Yrpece, 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.



Printed Name: TERRI CLEVELAND  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: 2/22/26

## **EXHIBIT C**

**Property: S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827 (commonly known as 503 Scenic Lane, Polson, Montana).**

### **Legal Description**

A parcel or land situate, lying and being in County of Lake and State of Montana, particularly as follows, to-wit:

The West 165.77 feet of a certain tract of land more particularly described as follows to-wit: All of that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, lying South of the present right-of-way of the Northern Pacific Railway company and the West 165.77 feet of the North 66.67 feet of the W1/2SW1/4SW1/4, Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana; Also, an undivided one-half interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W1/2NW1/4SW1/4SE1/4 Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, extending from the Northern Pacific Railway Company's Right-of-way to U.S. Highway No. 93; together with 20 foot access easement for roadway purposes extending along the East and South sides of the east 165.77 feet of the North 66.67 feet of the W1/2SW1/4SW1/4SE1/4 of section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana. Deed Exhibit H-171.

SUBJECT TO Deed Exhibit H-171 for road and utilities, recorded June 14, 1948 under File No. 91436, records of Lake County, Montana.

FURTHER SUBJECT TO ALL easements, reservations, and rights of way apparent or of record and reservations and restrictions contained in the U.S. Government patents and subsequent deeds of conveyance and other documents of record.

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

AGREEMENT FOR ANNEXATION  
AND CITY WATER SERVICE

THIS AGREEMENT is entered into as of 5<sup>th</sup> day of June, 2022, by and between the City of Polson, a municipal corporation ("CITY") and James Richard Matejovsky & Julane M. Matejovsky ("OWNER"), whose mailing address is P.O. Box 519, 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:

Exhibit C

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 one (1) connections to the CITY'S municipal water 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 water system.

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

**(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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

**(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."

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.

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

**(8) 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.

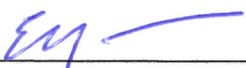
**(9) Partial Invalidity:** Each term, covenant, condition or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue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

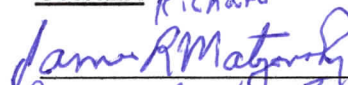
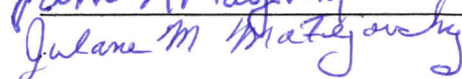
**(11) Attorneys' Fees.** In the event of any litigation to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees as fixed by the court.

**(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.

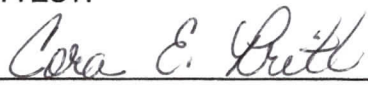
**CITY OF POLSON**

  
\_\_\_\_\_  
City Manager

**OWNER**

*Richard*  
  
  
\_\_\_\_\_  
Julane M. Matyovsky

ATTEST:

  
\_\_\_\_\_  
City Clerk

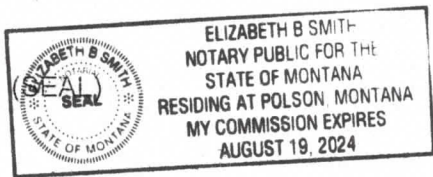
CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 :ss  
County of Lake )

On this 9<sup>th</sup> day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Richard Matejovsky and Julane M Matejovsky, 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.

Elizabeth B. Smith  
Notary Public for the State of Montana  
Residing in Polson, Montana



My Commission expires: Aug 19, 2024

STATE OF MONTANA )  
 :ss  
County of Lake )

On this 11<sup>th</sup> day of July, 2022, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Edwin Meece, 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.

Terri Cleveland  
Notary Public for the State of Montana  
Residing in Polson, Montana



My Commission expires: 2/22/26

## **EXHIBIT C**

Property: **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827** (commonly known as 503 Scenic Lane, Polson, Montana).

### **Legal Description**

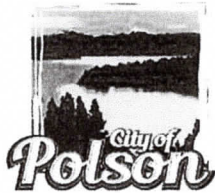
A parcel or land situate, lying and being in County of Lake and State of Montana, particularly as follows, to-wit:

The West 165.77 feet of a certain tract of land more particularly described as follows to-wit: All of that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, lying South of the present right-of-way of the Northern Pacific Railway company and the West 165.77 feet of the North 66.67 feet of the W1/2SW1/4SW1/4, Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana; Also, an undivided one-half interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W1/2NW1/4SW1/4SE1/4 Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, extending from the Northern Pacific Railway Company's Right-of-way to U.S. Highway No. 93; together with 20 foot access easement for roadway purposes extending along the East and South sides of the east 165.77 feet of the North 66.67 feet of the W1/2SW1/4SW1/4SE1/4 of section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana. Deed Exhibit H-171.

SUBJECT TO Deed Exhibit H-171 for road and utilities, recorded June 14, 1948 under File No. 91436, records of Lake County, Montana.

FURTHER SUBJECT TO ALL easements, reservations, and rights of way apparent or of record and reservations and restrictions contained in the U.S. Government patents and subsequent deeds of conveyance and other documents of record.





**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, sidewalk, and stormwater improvements on, along or by the frontage of the described property, for a period of twenty years from this date.

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

The real property is described as follows: (attached exhibit if necessary)

**Exhibit C**

Otherwise commonly known as:

503 Scenic Lane (address)  
Polson MT 59860 (City, County, State, Zip).

Signed this 9<sup>th</sup> day of June, 2022.

James R. Matejovsky  
Owner

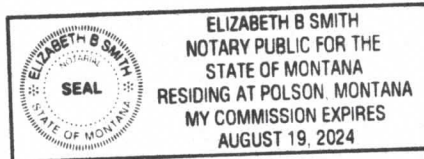
Julane M. Matejovsky  
Owner

STATE OF Montana )  
:ss  
County of Lake )

On this 9<sup>th</sup> day of June, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Richard James & Julane M. Matejovsky 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.

Elizabeth B. Smith  
Notary Public for the State of Montana  
Elizabeth B. Smith  
Printed Name of Notary  
Residing at Polson, Montana  
My commission expires: 8/19/2024



## **EXHIBIT C**

**Property: S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827** (commonly known as 503 Scenic Lane, Polson, Montana).

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SUBJECT TO Deed Exhibit H-171 for road and utilities, recorded June 14, 1948 under File No. 91436, records of Lake County, Montana.

FURTHER SUBJECT TO ALL easements, reservations, and rights of way apparent or of record and reservations and restrictions contained in the U.S. Government patents and subsequent deeds of conveyance and other documents of record.

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

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

WITNESSETH:

1. Petitioner(s) James Richard & Julane M. Matejovsky <sup>(LS)</sup> 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) Exhibit C

(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:

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

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

\_\_\_ 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 9th day of June, 2022.

Richard  
James R. Matejovsky  
(Property Owner/Petitioner)

Julane M. Matejovsky  
(Property Owner/Petitioner)

ATTEST: \_\_\_\_\_  
City Clerk

Voting Ward \_\_\_\_\_ Zoning \_\_\_\_\_  
(Subject to later zoning ordinance revisions.)

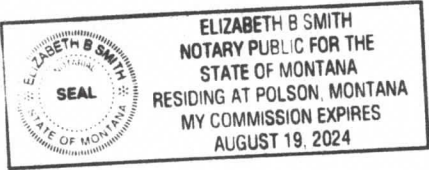
STATE OF MONTANA )

: ss.

County of Lake )

On this 9th day of June, 2022 before me a Notary Public for the State of Montana, personally appeared Julane M. Matejovsky and James Richard Matejovsky, 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.



*Elizabeth B Smith*  
Notary Public for the State of Montana  
Residing at *Polson*  
My commission expires: *Aug 19, 2024*

REVIEWED BY CITY OFFICIALS: \_\_\_\_\_  
(Water/Sewer Superintendent)

\_\_\_\_\_  
(Planning Official)                      (Building Inspector)                      (City Manager)

Approved as to form.  
Office of the City Attorney

TO BE PRESENTED TO CITY COMMISSION BY: \_\_\_\_\_

## **EXHIBIT C**

**Property: S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827 (commonly known as 503 Scenic Lane, Polson, Montana).**

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FURTHER SUBJECT TO ALL easements, reservations, and rights of way apparent or of record and reservations and restrictions contained in the U.S. Government patents and subsequent deeds of conveyance and other documents of record.



Send to:

### SCENIC LANE SEWER LINE MAINTENANCE AGREEMENT

An Agreement made this 21<sup>st</sup> day of June, 20 22 applicable to the undersigned parcel owners and users,

#### RECITALS

**WHEREAS**, Scenic Lane Sewer Line (hereinafter "Sewer Property") is located under a private road, known as "Scenic Lane," situated in the City of Polson, County of Lake, State of Montana;

**WHEREAS**, the undersigned parcel owners desire to construct a sewer line on and along a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and legally described as follows:

A strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**WHEREAS**, the undersigned parcel owners are the owners or users of the Sewer Property to be situated on a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and described as follows:

- A. **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36 and S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59** (commonly known as 500 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit A;
- B. **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit B;
- C. **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827** (commonly known as 503 Scenic Lane, Polson, Montana, owned by Matejovsky) see legal description Exhibit C;
- D. **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana, owned by Collins) see legal description Exhibit D;
- E. **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana, owned by O'Halloran) see legal description Exhibit E;
- F. **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description Exhibit F;
- G. **S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description Exhibit G; and

H. **S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579**  
(vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud)  
see legal description Exhibit H;

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of installation, maintenance, and improvements to the Sewer Property before the Sewer Property becomes a part of the public sewer utility system for the City of Polson; **FURTHER**, for the Sewer Property to become a public utility system, the Sewer Property must pass inspection by the City of Polson and be certified to the City of Polson standards;

**WHEREAS**, the parties desire a utility easement on Scenic Lane for the installation, maintenance, and improvements to the Sewer Property;

**WHEREAS**, the parties understand that individual connection between the Sewer Property and a parcel are private connections that are each respective parcel owner's responsibility regarding installation, costs, maintenance, improvements; **FURTHER**, the privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system; and

**WHEREAS**, it is agreed on the behalf of the owner, and all assignees, successors, and heirs to each undersigned parcel that this Agreement shall run with the land in perpetuity and all rights and powers given to and obligations imposed upon future grantees and their assignees, successors, and heirs are binding thereupon.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Vehicle and City of Polson Employee Access Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners as defined in Paragraph No. **8** and their occupants, agents, employees, services, and emergency vehicles to maintain the Sewer Property, as well as City of Polson vehicles, and those individuals appointed by the City of Polson to conduct semi-annual sewer line inspection and review.

**2. Utility Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained. Parcel owners agree to record utility easements granted to neighboring parcel owners that are necessary to allow connection to the Sewer Property.

**3. Sewer Line Commission Agent.** A Sewer Line Commission Agent shall be elected by a majority of the parcel owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Sewer Line Agent shall be responsible for monitoring the condition of the Sewer Property, and initiating maintenance activities as needed to maintain the minimum sewer line standards.

**4. Sewer Line and Road Maintenance.** Maintenance and improvements of the Sewer Property Maintenance and Scenic Lane will be undertaken and made whenever necessary to maintain the sewer line and road in good operating condition at all times to insure the provision of safe access by vehicles for maintenance and/or construction purposes. Such vehicles include

private vehicles, the City of Polson vehicles, and emergency vehicles. A majority vote of parcel owners is required for any Sewer Property installation, maintenance, and/or improvements and to accept the bid for any Sewer Property contracts. All Sewer Property installation, maintenance, and/or improvements must include a description of any excavation and/or road resurfacing work, if applicable. Before authorizing expenditures for future sewer line and related road improvements, parcel owners will be notified by the Commission Agent of the cost estimates before a majority vote will be required. If any parcel owner performs installation, improvements, maintenance, repairs, or replacements without the approval of the other parcel owners prior to performing such work, the parcel owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 13 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

**5. Cost Sharing.** Sewer Property installation, maintenance, and improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-mentioned road. For those parcel owners that are adjacent to Scenic Lane, each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Private Road to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. For those parcels that do not access Scenic Lane, but are using the sewer line shall be subject to a negotiated cost share agreed upon by all parcel owners of the sewer line by a majority vote. The Sewer Line Commission Agent shall provide the City an updated copy of the cost allocations at any point that changes are made to the cost allocations.

**6. Prepayment.** Prepayment of installation, maintenance, repairs, and/or improvements costs will be made to the Sewer Line Maintenance Agreement account by each parcel owner associated with the sewer line on Scenic Lane. Annually, on or before a date as specified by the Sewer Line Commission Agent, each parcel owner associated with the Scenic Lane Sewer line will contribute their pro-rated share of the estimated annual cost for sewer line installation, maintenance, repairs, and/or improvements costs, as well as costs for road repairs, maintenance, improvements during private ownership. The Sewer Line Commission Agent shall send each parcel owner a two week notice of the annual payments due.

**7. Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands.

**8. One Vote Per Parcel.** Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e., each parcel represents one vote in the matters covered by this Agreement).

**9. Future Parcels.** During the term of this Agreement, any additional parcels gaining access to the Sewer Property by way of splitting existing parcels will be bound by all terms and conditions of this Agreement and will be required to pay that portion of the maintenance and improvement costs incurred after the split as determined using the formula contained in Paragraph

No. 6 above. If any additional parcels are created after the original Sewer Line Maintenance Agreement is signed, the new parcel owners must also sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record. Any addition parcel created are still subject to subdivision review pursuant to the resolution annexing the parcels described herein.

**10. Checking Account.** The Sewer Line Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed.

**11. Annual Sewer Line Reviews by City.** A sewer line serving three (3) or more lots or parcels shall be part of the City's annual review. The parcel owners will be notified of any observed installations, improvements, repairs, and/or maintenance needed for the sewer line, and installations, improvements, repairs, and/or maintenance must be made by the parcel owners bound by the Sewer Line Maintenance Agreement.

**12. Failure to Make Repairs.** If the installations, improvements, repairs, and/or maintenance are not made within two (2) months from notification (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame), the City of Polson will make the installations, improvements, repairs, and/or maintenance and bill the work to the parcel owners. The cost will include both the City of Polson's expenses for employee time and the contractor's expenses for the actual improvements and/or maintenance. The costs must be fully paid within two (2) months from the date of the invoice (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame). If the costs are not paid by this time, the city will certify the costs (including both the construction and administrative costs) to the County tax roll, for all parcel owners associated with this Agreement.

**13. Emergency Repairs.** If the City of Polson is made aware of emergency safety conditions associated with the Sewer Property, the City of Polson will attempt to reach the Sewer Line Commission Agent and request that the necessary repairs be completed immediately. However, if the City of Polson is not able to reach the Sewer Line Commission Agent, the City of Polson has the authority to make emergency repairs as needed without further notification of the parcel owners. In such cases, the parcel owners will be notified after the repairs are completed, the notification will contain information about the repairs, costs, and amount due from the parcel owners, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City of Polson will be as described in Paragraph No. 12 above.

**14. Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the Sewer Property remains a private sewer system.

**15. Private Sewer.** The Sewer Property shall remain a private sewer system until the Sewer Property is inspected and certified by the City of Polson to become a public sewer system. At such time, the necessary parcel owners of this Agreement will convey and deed the Sewer Property to the City of Polson to assume control, maintenance, improvements, and repairs.

**16. Individual Connections.** As long as the Sewer Property is a private sewer system, parcel owners must not construct, install, create, connect, or build individual connections to the

manner to a developer or the parcel owners as defined in Paragraph No. 8, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

**28. Recording This Document.** Original and amended copies of this Agreement, including added signatures, shall be recorded with Lake County, and a copy of the recorder document shall be provided to the City Clerk by the Road Commission Agent. Recording fees for each parcel shall be paid by each respective parcel owner bound by this Agreement.

**29. Signature Clause.** This Agreement may be executed in any number of counterparts, and this Agreement shall become effective as the date set forth above when fully executed with notarized signatures by all parcel owners.

Signed,


Exhibit C

513 Jessie Lane  
Common Property Address  
Polson, MT. 59860  
City, State, Zip

James R Matejovsky  
Julane M. Matejovsky  
Signature  
James R Matejovsky  
Julane M Matejovsky  
Printed Name Date

STATE OF MONTANA )  
 ) :ss  
County of Lake )

On this 21 day of June, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared James R Matejovsky and Julane M Matejovsky, 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

Lisa A St Clair  
Printed Name of Notary  
Residing at Polson, Montana  
My commission expires: 11/18/2024

## **EXHIBIT C**

**Property: S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827** (commonly known as 503 Scenic Lane, Polson, Montana).

### **Legal Description**

A parcel or land situate, lying and being in County of Lake and State of Montana, particularly as follows, to-wit:

The West 165.77 feet of a certain tract of land more particularly described as follows to-wit: All of that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, lying South of the present right-of-way of the Northern Pacific Railway company and the West 165.77 feet of the North 66.67 feet of the W1/2SW1/4SW1/4, Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana; Also, an undivided one-half interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W1/2NW1/4SW1/4SE1/4 Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, extending from the Northern Pacific Railway Company's Right-of-way to U.S. Highway No. 93; together with 20 foot access easement for roadway purposes extending along the East and South sides of the east 165.77 feet of the North 66.67 feet of the W1/2SW1/4SW1/4SE1/4 of section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana. Deed Exhibit H-171.

SUBJECT TO Deed Exhibit H-171 for road and utilities, recorded June 14, 1948 under File No. 91436, records of Lake County, Montana.

FURTHER SUBJECT TO ALL easements, reservations, and rights of way apparent or of record and reservations and restrictions contained in the U.S. Government patents and subsequent deeds of conveyance and other documents of record.

Send to:

### SCENIC LANE PRIVATE ROAD MAINTENANCE AGREEMENT

An Agreement made this 21<sup>st</sup> day of June, 2022 applicable to the undersigned parcel owners and users,

#### RECITALS

**WHEREAS**, Scenic Lane (hereinafter "Roadway Property") is a ten (10) foot private road situated in the City of Polson, County of Lake, State of Montana, as described as follows:

A strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**WHEREAS**, the undersigned parcel owners are the owners or users of the Roadway Property situated in City of Polson, County of Lake, State of Montana, and described as follows:

- A. **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36 and S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59** (commonly known as 500 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit A;
- B. **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit B;
- C. **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#000003827** (commonly known as 503 Scenic Lane, Polson, Montana, owned by Matejovsky) see legal description Exhibit C; and
- D. **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana, owned by Collins) see legal description Exhibit D;

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to the Roadway Property;

**WHEREAS**, the parties desire to widen the Roadway Property from the current ten (10) foot wide road into a twelve (12) foot wide road; FURTHER, the Roadway Property shall be maintained as a private road; and

**WHEREAS**, it is agreed on the behalf of the owner, and all assignees, successors, and heirs to each undersigned parcel that this Agreement **shall run with the land in perpetuity** and all rights and powers given to and obligations imposed upon future grantees and their assignees, successors, and heirs are binding thereupon;



**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Vehicle and Pedestrian Access Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners as defined in Paragraph No. 9 and their occupants, agents, employees, guests, services and emergency vehicles, and those individuals appointed by the City of Polson to conduct semi-annual road reviews. Unless improved to minimum city standards for a street, no on-street parking will be allowed; and the street shall have adequate signage to this effect, provided and paid for by the parcel owners.

**2. Utility Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.

**3. Road Commission Agent.** A Road Commission Agent shall be elected by a majority of the parcel owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

**4. Road Maintenance.** Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified by the Road Commission Agent, cost estimates will be provided, and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 15 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

**5. Parking.** For the safety of the residents, no machinery, trailers, vehicles, or other property may be stored or parked upon the Roadway Property except parking of vehicles for limited periods of time (not to exceed four (4) hours).

**6. Cost Sharing.** Road maintenance, snowplowing, and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-mentioned road. Each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Roadway Property to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. The Road Commission Agent shall provide the City an updated copy of the cost allocations at any point that changes are made to the cost allocations.

**7. Prepayment.** Prepayment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each parcel owner. Annually, on or before a

date as specified by the Road Commission Agent, each parcel owner will contribute their pro-rated share of the estimated annual cost for road maintenance, road improvements, and annual snow removal. The Road Commission Agent shall send each parcel owner a two week notice of the annual payments due.

**8. Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands.

**9. One Vote Per Parcel.** Each parcel is assessed and granted one (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e., each parcel represents one vote in the matters covered by this Agreement).

**10. Future Parcels.** Any additional parcels gaining access to the Roadway Property by way of splitting existing parcels will be bound by all terms and conditions of this Agreement and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 6 above. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new parcel owners must also sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record. Any addition parcel created are still subject to subdivision review pursuant to the resolution annexing the parcels described herein.

**11. Snow Plowing.** The Roadway Property shall be snowplowed so as to permit year-round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 6 above. Individual driveway snow plowing, if desired, will be invoiced to the parcel owners directly by the snowplow contractor.

**12. Checking Account.** The Road Commission Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed. The bank checking account shall only contain funds related to or for the Roadway Property.

**13. Annual Road Reviews by City.** A private road serving three (3) or more lots or parcels shall be part of the City of Polson's annual road reviews. The parcel owners will be notified of any observed improvements needed on the private road, and improvements must be made by the parcel owners on the private road.

**14. Failure to Make Repairs.** If the improvements are not made within two (2) months from notification (or within a time frame otherwise agreed to in writing by the City Commission or the City Manager, but no more than one (1) year time frame), the City of Polson will make the improvements and bill the work to the parcel owners. The cost will include both the City of Polson's expenses for employee time and the contractor's expenses for the actual road improvements. The costs must be fully paid within two (2) months from the date of the invoice (or within a time frame otherwise agreed to in writing by the City Commission or the City Manager, but no more than one (1) year time frame). If the costs are not paid by this time,

the City of Polson will certify the costs (including both the construction and administrative costs) to the Lake County tax roll, for all parcel owners associated with the Roadway Property.

**15. Emergency Repairs.** If the City of Polson is made aware of emergency safety conditions on the Roadway Property, the City of Polson will attempt to reach the Road Commission Agent and request that the necessary repairs be completed immediately. However, if the City of Polson is not able to reach the Road Commission Agent, the City of Polson has the authority to make emergency repairs as needed without further notification of the parcel owners. In such cases, the parcel owners will be notified after the repairs are completed, the notification will contain information about the repairs, costs, and amount due from the parcel owners, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City of Polson will be as described in Paragraph No. 14 above.

**16. Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the road remains private.

**17. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

**18. Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners as defined in Paragraph No. 9. Any amendment must be approved in writing by the City Manager or the City Commission of the City of Polson.

**19. Enforcement.** This Agreement may be enforced by a majority of the parcel owners as defined in Paragraph No. 9. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party in such action or lawsuit shall be entitled to reasonable attorney fees and costs.

**20. Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party mediator shall be appointed to hear and attempt to resolve the dispute. The decision of the mediator shall not be final and binding on the parcel owners. Contact information for local mediators can be obtained through contacting the Montana State Bar Association. In selecting a third-party mediator, each parcel owner as defined in Paragraph No. 9 shall vote, and the nominee receiving a majority of the votes shall be the mediator. All parcel owners shall share in the cost of any mediation.

**21. Breach.** If the parcel owners fail to maintain this Agreement, then the City of Polson in its discretion may elect to implement an assessment upon the parcel owners to improve, widen, and maintain the Roadway Property as a standard public road. The City of Polson may use the reimbursement method described in Paragraph No. 14 as an alternative to recover costs.

**22. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

**23. Severability.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

**24. Other Agreements.** This Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Roadway Property.

25. **City Road and Driveway Ordinance.** The Roadway Property shall be constructed and maintained in accordance with the City of Polson's Road and Driveway Ordinance, Resolution, or state statute or administrative rule.

26. **Disclaimer by City.** It is understood and agreed that the City of Polson Commission, the City of Polson, its employees and agents shall not be liable or responsible in any manner to a developer or the parcel owners as defined in Paragraph No. 9, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

27. **Recording This Document.** Original and amended copies of this Agreement, including added signatures, shall be recorded with Lake County, and a copy of the recorder document shall be provided to the City Clerk by the Road Commission Agent. Recording fees for each parcel shall be paid by each respective parcel owner bound by this Agreement.

28. **Signature Clause.** This Agreement may be executed in any number of counterparts, and this Agreement shall become effective as the date set forth above when fully executed with notarized signatures by all parcel owners.

Signed,

Exhibit C  
519 Scenic Lane  
Common Property Address  
Polson, MT 59860  
City, State, Zip

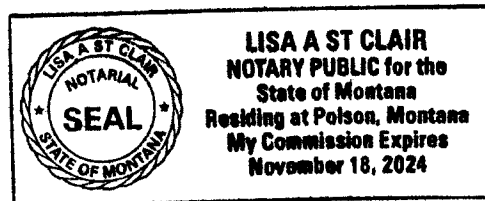
James R Matejovsky  
Julane M. Matejovsky  
Signature  
James R Matejovsky 6-21-2022  
Julane M Matejovsky 6-21-2022  
Printed Name Date

STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 21 day of June, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared James R Matejovsky and Julane M Matejovsky, 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.

Lisa A St Clair  
Notary Public for the State of Montana  
Lisa A St Clair  
Printed Name of Notary Lise A St Clair  
Residing at Polson, Montana  
My commission expires: 11/18/2024



## **EXHIBIT C**

Property: **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827** (commonly known as 503 Scenic Lane, Polson, Montana).

### **Legal Description**

A parcel or land situate, lying and being in County of Lake and State of Montana, particularly as follows, to-wit:

The West 165.77 feet of a certain tract of land more particularly described as follows to-wit: All of that portion of the W1/2NW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, lying South of the present right-of-way of the Northern Pacific Railway company and the West 165.77 feet of the North 66.67 feet of the W1/2SW1/4SW1/4, Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana; Also, an undivided one-half interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W1/2NW1/4SW1/4SE1/4 Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, extending from the Northern Pacific Railway Company's Right-of-way to U.S. Highway No. 93; together with 20 foot access easement for roadway purposes extending along the East and South sides of the east 165.77 feet of the North 66.67 feet of the W1/2SW1/4SW1/4SE1/4 of section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana. Deed Exhibit H-171.

SUBJECT TO Deed Exhibit H-171 for road and utilities, recorded June 14, 1948 under File No. 91436, records of Lake County, Montana.

FURTHER SUBJECT TO ALL easements, reservations, and rights of way apparent or of record and reservations and restrictions contained in the U.S. Government patents and subsequent deeds of conveyance and other documents of record.

# Exhibit Packet D



## **EXHIBIT D**

Property: **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana).

### **Legal Description**

A parcel of land located in the E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M, Lake County, Montana, described as follows:

Beginning at a point 334.64 feet East of the Quarter Comer common to Sections 3 and 10, said Township and Range; thence N. 0°13' E. for a distance of 461.97 feet to the point of beginning; thence N. 0°13' E. a distance of 131.36 feet; thence N. 89°50' W. a distance of 165.77 feet; thence S. 0°23' W. a distance of 131.36 feet; thence S. 89°50' E. a distance of 165.7 feet to the point of beginning. (Reference Deed Exhibit H-194)

TOGETHER with an undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M., EXTENDING from the Montana Department of Transportation (formerly Burlington Northern and Northern Pacific Railway Company) right-of-way to U.S. Highway No. 93.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.



2

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

AGREEMENT FOR ANNEXATION  
AND CITY SEWER SERVICE

THIS AGREEMENT is entered into as of 14 day of JUNE, 2022, by  
and between the City of Polson, a municipal corporation ("CITY") and

Collins

("OWNER"), whose mailing address is

3002 RIVER LAKES DR., WHITEFISH, MT 59937 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:

EXHIBIT D

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 one (1) connection 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.

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

**(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.
- (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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The promises, covenants, representations, and waivers provided pursuant to this Paragraph (4) are voluntarily and knowingly given, with full knowledge of the

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

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."

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.

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

**(8) 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.

**(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

\_\_\_\_\_  
Mary K Collins  
MARY COLLINS

ATTEST:

\_\_\_\_\_  
City Clerk



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 )  
 ) :ss  
County of Lake )

On this 17 day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Mary K. Collins and \_\_\_\_\_, 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.



Printed Name: Kelly M. Kracker Sletten  
Notary Public for the State of Montana  
Residing in Polson, Montana Whitefish  
My Commission expires: July 22, 2023

STATE OF MONTANA )  
 )  
 ) :ss  
County of Lake )

On this 1<sup>st</sup> day of July, 2022, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Edwin Mece, 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.



Printed Name: Terri Cleveland  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: 2/22/26

## **EXHIBIT D**

Property: **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana).

### **Legal Description**

A parcel of land located in the E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M, Lake County, Montana, described as follows:

Beginning at a point 334.64 feet East of the Quarter Comer common to Sections 3 and 10, said Township and Range; thence N. 0°13' E. for a distance of 461.97 feet to the point of beginning; thence N. 0°13' E. a distance of 131.36 feet; thence N. 89°50' W. a distance of 165.77 feet; thence S. 0°23' W. a distance of 131.36 feet; thence S. 89°50' E. a distance of 165.7 feet to the point of beginning. (Reference Deed Exhibit H-194)

TOGETHER with an undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M., EXTENDING from the Montana Department of Transportation (formerly Burlington Northern and Northern Pacific Railway Company) right-of-way to U.S. Highway No. 93.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

3

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

**AGREEMENT FOR ANNEXATION  
AND CITY WATER SERVICE**

THIS AGREEMENT is entered into as of 14 day of June, 2022 by and between the City of Polson, a municipal corporation ("CITY") and Collins ("OWNER"), whose mailing address is 3002 RiverLakes Drive, Whitefish MT 59937 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:

Exhibit D

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 one (1) connections to the CITY'S municipal water 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 water system.

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

**(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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

(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."

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.

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

(8) **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.


(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.

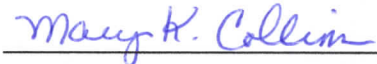
(11) **Attorneys' Fees.** In the event of any litigation to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees as fixed by the court.

(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.

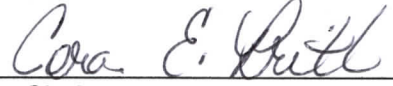
**CITY OF POLSON**

  
\_\_\_\_\_  
City Manager

**OWNER**

  
\_\_\_\_\_  
MARY K. COLLINS

ATTEST:

  
\_\_\_\_\_  
City Clerk



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 )  
 ) :ss  
County of Lake Flathead )

On this ~~4<sup>th</sup>~~ <sup>14<sup>th</sup></sup> day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Mary K. Collins and \_\_\_\_\_, 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.



Kelly M. Kracker Sletten  
Notary Public for the State of Montana  
Residing in Polson, Montana  
Whitefish  
My Commission expires: July 22, 2023

STATE OF MONTANA )  
 )  
 ) :ss  
County of Lake )

On this 11<sup>th</sup> day of July, 2022, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Edwin Meese, 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.



Terri Cleveland  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: 2/22/26

## **EXHIBIT D**

Property: **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana).

### **Legal Description**

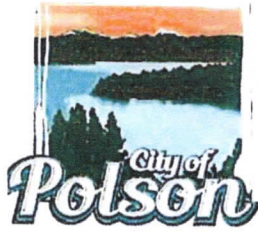
A parcel of land located in the E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M, Lake County, Montana, described as follows:

Beginning at a point 334.64 feet East of the Quarter Comer common to Sections 3 and 10, said Township and Range; thence N. 0°13' E. for a distance of 461.97 feet to the point of beginning; thence N. 0°13' E. a distance of 131.36 feet; thence N. 89°50' W. a distance of 165.77 feet; thence S. 0°23' W. a distance of 131.36 feet; thence S. 89°50' E. a distance of 165.7 feet to the point of beginning. (Reference Deed Exhibit H-194)

TOGETHER with an undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M., EXTENDING from the Montana Department of Transportation (formerly Burlington Northern and Northern Pacific Railway Company) right-of-way to U.S. Highway No. 93.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

RE: 505 Scenic Lane



### **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 wave the right to protest a Special Improvement District for curb, gutter, road, sidewalk, and stormwater improvements on, along or by the frontage of the described property, for a period of twenty years from this date.

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

The real property is described as follows:

A parcel of land located in the E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M, Lake County, Montana, described as follows:

Beginning at a point 334.64 feet East of the Quarter Comer common to Sections 3 and 10, said Township and Range; thence N. 0°13' E. for a distance of 461.97 feet to the point of beginning; thence N. 0°13' E. a distance of 131.36 feet; thence N. 89°50' W. a distance of 165.77 feet; thence S. 0°23' W. a distance of 131.36 feet; thence S. 89°50' E. a distance of 165.7 feet to the point of beginning. (Reference Deed Exhibit H-194)

TOGETHER with an undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M., EXTENDING from the Montana Department of Transportation (formerly Burlington Northern and Northern Pacific Railway Company) right-of-way to U.S. Highway No. 93.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

Otherwise commonly known as:

505 Scenic Lane Polson, MT 59850

Signed this 14 day of June, 2022

Mary K. Collins  
Owner MARY COLLINS

Owner \_\_\_\_\_

STATE OF Montana

:SS

County of Lake Flathead

On this 14 day of June, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Mary K. Collins, 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.

Kelly M. Kracker-Sletten  
Notary Public for the State of Montana  
Kelly M. Kracker-Sletten

Printed Name of Notary  
Residing at Polson, Montana Whitefish, MT  
My commission expires:     /     / July 22, 2023



## **EXHIBIT D**

Property: **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana).

### **Legal Description**

A parcel of land located in the E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M, Lake County, Montana, described as follows:

Beginning at a point 334.64 feet East of the Quarter Comer common to Sections 3 and 10, said Township and Range; thence N. 0°13' E. for a distance of 461.97 feet to the point of beginning; thence N. 0°13' E. a distance of 131.36 feet; thence N. 89°50' W. a distance of 165.77 feet; thence S. 0°23' W. a distance of 131.36 feet; thence S. 89°50' E. a distance of 165.7 feet to the point of beginning. (Reference Deed Exhibit H-194)

TOGETHER with an undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M., EXTENDING from the Montana Department of Transportation (formerly Burlington Northern and Northern Pacific Railway Company) right-of-way to U.S. Highway No. 93.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.



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

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

WITNESSETH:

1. Petitioner(s) \_\_\_\_\_, \_\_\_\_\_ ~~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)

(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's claim 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:

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

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

\_\_\_ 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 14 day of June, 2022

Mary K. Collins

(Property Owner/Petitioner)  
MARY K. COLLINS

\_\_\_\_\_  
(Property Owner/Petitioner)

ATTEST: \_\_\_\_\_  
City Clerk

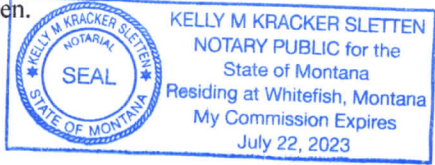
Voting Ward \_\_\_\_\_ Zoning \_\_\_\_\_  
(Subject to later zoning ordinance revisions.)

STATE OF MONTANA)

County of Whitefish ) : ss.

On this 14th day of June, 2022 before me a Notary Public for the State of Montana, personally appeared Mary K. Collins and \_\_\_\_\_, known to me to be the persons whose names are subscribed within instrument and acknowledged to me that they executed the said file.

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



*Kelly M Kracker Sletten*  
Notary Public for the State of Montana  
Residing at *Whitefish, MT*  
My commission expires: *July 22, 2023*

REVIEWED BY CITY OFFICIALS: \_\_\_\_\_  
(Water/Sewer Superintendent)

\_\_\_\_\_  
(Planning Official)                      (Building Inspector)                      (City Manager)

Approved as to form.  
Office of the City Attorney

TO BE PRESENTED TO CITY COMMISSION BY: \_\_\_\_\_



## **EXHIBIT D**

Property: **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana).

### **Legal Description**

A parcel of land located in the E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, described as follows:

Beginning at a point 334.64 feet East of the Quarter Comer common to Sections 3 and 10, said Township and Range; thence N. 0°13' E. for a distance of 461.97 feet to the point of beginning; thence N. 0°13' E. a distance of 131.36 feet; thence N. 89°50' W. a distance of 165.77 feet; thence S. 0°23' W. a distance of 131.36 feet; thence S. 89°50' E. a distance of 165.7 feet to the point of beginning. (Reference Deed Exhibit H-194)

TOGETHER with an undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M., EXTENDING from the Montana Department of Transportation (formerly Burlington Northern and Northern Pacific Railway Company) right-of-way to U.S. Highway No. 93.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

56

Send to:

**SCENIC LANE SEWER LINE MAINTENANCE AGREEMENT**

An Agreement made this 14 day of June, 2022, applicable to the undersigned parcel owners and users,

**RECITALS**

**WHEREAS**, Scenic Lane Sewer Line (hereinafter "Sewer Property") is located under a private road, known as "Scenic Lane," situated in the City of Polson, County of Lake, State of Montana;

**WHEREAS**, the undersigned parcel owners desire to construct a sewer line on and along a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and legally described as follows:

A strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W 1/2 NW 1/4 SW 1/4 SE 1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**WHEREAS**, the undersigned parcel owners are the owners or users of the Sewer Property to be situated on a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and described as follows:

- A. **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36** and **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59** (commonly known as 500 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit A;
- B. **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit B;
- C. **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827** (commonly known as 503 Scenic Lane, Polson, Montana, owned by Matejovsky) see legal description Exhibit C;
- D. **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana, owned by Collins) see legal description Exhibit D;
- E. **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana, owned by O'Halloran) see legal description Exhibit E;
- F. **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description Exhibit F;
- G. **S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description Exhibit G; and

H. **S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579**  
(vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud)  
see legal description Exhibit H;

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of installation, maintenance, and improvements to the Sewer Property before the Sewer Property becomes a part of the public sewer utility system for the City of Polson; **FURTHER**, for the Sewer Property to become a public utility system, the Sewer Property must pass inspection by the City of Polson and be certified to the City of Polson standards;

**WHEREAS**, the parties desire a utility easement on Scenic Lane for the installation, maintenance, and improvements to the Sewer Property;

**WHEREAS**, the parties understand that individual connection between the Sewer Property and a parcel are private connections that are each respective parcel owner's responsibility regarding installation, costs, maintenance, improvements; **FURTHER**, the privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system; and

**WHEREAS**, it is agreed on the behalf of the owner, and all assignees, successors, and heirs to each undersigned parcel that this Agreement shall run with the land in perpetuity and all rights and powers given to and obligations imposed upon future grantees and their assignees, successors, and heirs are binding thereupon.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Vehicle and City of Polson Employee Access Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners as defined in Paragraph No. 8 and their occupants, agents, employees, services, and emergency vehicles to maintain the Sewer Property, as well as City of Polson vehicles, and those individuals appointed by the City of Polson to conduct semi-annual sewer line inspection and review.

**2. Utility Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained. Parcel owners agree to record utility easements granted to neighboring parcel owners that are necessary to allow connection to the Sewer Property.

**3. Sewer Line Commission Agent.** A Sewer Line Commission Agent shall be elected by a majority of the parcel owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Sewer Line Agent shall be responsible for monitoring the condition of the Sewer Property, and initiating maintenance activities as needed to maintain the minimum sewer line standards.

**4. Sewer Line and Road Maintenance.** Maintenance and improvements of the Sewer Property Maintenance and Scenic Lane will be undertaken and made whenever necessary to maintain the sewer line and road in good operating condition at all times to insure the provision of safe access by vehicles for maintenance and/or construction purposes. Such vehicles include

private vehicles, the City of Polson vehicles, and emergency vehicles. A majority vote of parcel owners is required for any Sewer Property installation, maintenance, and/or improvements and to accept the bid for any Sewer Property contracts. All Sewer Property installation, maintenance, and/or improvements must include a description of any excavation and/or road resurfacing work, if applicable. Before authorizing expenditures for future sewer line and related road improvements, parcel owners will be notified by the Commission Agent of the cost estimates before a majority vote will be required. If any parcel owner performs installation, improvements, maintenance, repairs, or replacements without the approval of the other parcel owners prior to performing such work, the parcel owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 13 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

**5. Cost Sharing.** Sewer Property installation, maintenance, and improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-mentioned road. For those parcel owners that are adjacent to Scenic Lane, each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Private Road to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. For those parcels that do not access Scenic Lane, but are using the sewer line shall be subject to a negotiated cost share agreed upon by all parcel owners of the sewer line by a majority vote. The Sewer Line Commission Agent shall provide the City an updated copy of the cost allocations at any point that changes are made to the cost allocations.

**6. Prepayment.** Prepayment of installation, maintenance, repairs, and/or improvements costs will be made to the Sewer Line Maintenance Agreement account by each parcel owner associated with the sewer line on Scenic Lane. Annually, on or before a date as specified by the Sewer Line Commission Agent, each parcel owner associated with the Scenic Lane Sewer line will contribute their pro-rated share of the estimated annual cost for sewer line installation, maintenance, repairs, and/or improvements costs, as well as costs for road repairs, maintenance, improvements during private ownership. The Sewer Line Commission Agent shall send each parcel owner a two week notice of the annual payments due.

**7. Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands.

**8. One Vote Per Parcel.** Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e., each parcel represents one vote in the matters covered by this Agreement).

**9. Future Parcels.** During the term of this Agreement, any additional parcels gaining access to the Sewer Property by way of splitting existing parcels will be bound by all terms and conditions of this Agreement and will be required to pay that portion of the maintenance and improvement costs incurred after the split as determined using the formula contained in Paragraph

No. 6 above. If any additional parcels are created after the original Sewer Line Maintenance Agreement is signed, the new parcel owners must also sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record. Any addition parcel created are still subject to subdivision review pursuant to the resolution annexing the parcels described herein.

**10. Checking Account.** The Sewer Line Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed.

**11. Annual Sewer Line Reviews by City.** A sewer line serving three (3) or more lots or parcels shall be part of the City's annual review. The parcel owners will be notified of any observed installations, improvements, repairs, and/or maintenance needed for the sewer line, and installations, improvements, repairs, and/or maintenance must be made by the parcel owners bound by the Sewer Line Maintenance Agreement.

**12. Failure to Make Repairs.** If the installations, improvements, repairs, and/or maintenance are not made within two (2) months from notification (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame), the City of Polson will make the installations, improvements, repairs, and/or maintenance and bill the work to the parcel owners. The cost will include both the City of Polson's expenses for employee time and the contractor's expenses for the actual improvements and/or maintenance. The costs must be fully paid within two (2) months from the date of the invoice (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame). If the costs are not paid by this time, the city will certify the costs (including both the construction and administrative costs) to the County tax roll, for all parcel owners associated with this Agreement.

**13. Emergency Repairs.** If the City of Polson is made aware of emergency safety conditions associated with the Sewer Property, the City of Polson will attempt to reach the Sewer Line Commission Agent and request that the necessary repairs be completed immediately. However, if the City of Polson is not able to reach the Sewer Line Commission Agent, the City of Polson has the authority to make emergency repairs as needed without further notification of the parcel owners. In such cases, the parcel owners will be notified after the repairs are completed, the notification will contain information about the repairs, costs, and amount due from the parcel owners, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City of Polson will be as described in Paragraph No. 12 above.

**14. Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the Sewer Property remains a private sewer system.

**15. Private Sewer.** The Sewer Property shall remain a private sewer system until the Sewer Property is inspected and certified by the City of Polson to become a public sewer system. At such time, the necessary parcel owners of this Agreement will convey and deed the Sewer Property to the City of Polson to assume control, maintenance, improvements, and repairs.

**16. Individual Connections.** As long as the Sewer Property is a private sewer system, parcel owners must not construct, install, create, connect, or build individual connections to the

Sewer Property. All individual sewer connections must be constructed, installed, created, connected, or built to the City of Polson Standards for Design & Construction at each respective parcel owner's expense. For the Standards for City of Polson Design & Construction see [www.cityofpolson.com/documents](http://www.cityofpolson.com/documents). The privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system

**17. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

**18. Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners as defined in Paragraph No. 8. Any amendment must be approved in writing by the City Manager or the City Commission of the City of Polson.

**19. Enforcement.** This Agreement may be enforced by a majority of parcel owners as defined in Paragraph No. 8. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party in such action or lawsuit shall be entitled to reasonable attorney fees and costs.

**20. Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party mediator shall be appointed to hear and attempt to resolve the dispute. The decision of the mediator shall not be final and binding on the parcel owners. Contact information for local mediators can be obtained through contacting the Montana State Bar Association. In selecting a third-party mediator, each parcel owner as defined in Paragraph No. 8 shall vote, and the nominee receiving a majority of the votes shall be the mediator. All parties shall share in the cost of any mediation.

**21. Breach.** If the parcel owners fail to maintain this Agreement, then the City of Polson in its discretion may elect to implement an assessment upon the parcel owners for the installation, maintenance, improvements, and/or repairs of the Sewer Property. The City of Polson may use the reimbursement method described in Paragraph No. 12 as an alternative to recover costs.

**22. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

**23. Severability.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

**24. Other Agreements.** This Sewer Line Maintenance Agreement replaces all previous Sewer Line Maintenance Agreements regarding the described Sewer Property.

**25. City Road and Driveway Ordinance.** Scenic Land, a private road, shall be constructed and maintained in accordance with the City of Polson's Road and Driveway Ordinance, Resolution, or state statute or administrative rule. Lane

**26. City Sewer Ordinance.** The Sewer Property shall be constructed and maintained in accordance with the City of Polson's Sewer Ordinance, Resolution, or state statute or administrative rule.

**27. Disclaimer by City.** It is understood and agreed that the City of Polson Commission, the City of Polson, its employees and agents shall not be liable or responsible in any

manner to a developer or the parcel owners as defined in Paragraph No. 8, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

**28. Recording This Document.** Original and amended copies of this Agreement, including added signatures, shall be recorded with Lake County, and a copy of the recorder document shall be provided to the City Clerk by the Road Commission Agent. Recording fees for each parcel shall be paid by each respective parcel owner bound by this Agreement.

**29. Signature Clause.** This Agreement may be executed in any number of counterparts, and this Agreement shall become effective as the date set forth above when fully executed with notarized signatures by all parcel owners.

Signed,

Exhibit D

505 Scenic Lane Polson  
Common Property Address  
Polson MT 59860  
City, State, Zip

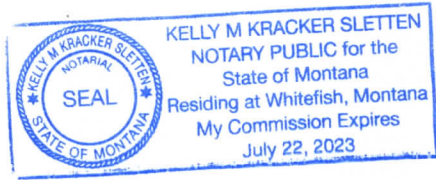
Mary K. Collins  
Signature  
MARY K. COLLINS  
Printed Name  
6/14/22  
Date

STATE OF MONTANA )  
:SS  
County of Lake Flathead

On this 14<sup>th</sup> day of June, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Mary K. Collins, 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.

Kelly M. Kracker-Sletten  
Notary Public for the State of Montana  
Kelly M. Kracker-Sletten  
Printed Name of Notary  
Residing at Polson, Montana Whitefish  
My commission expires: 7/22/2023





## **EXHIBIT D**

Property: **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana).

### **Legal Description**

A parcel of land located in the  $E\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M, Lake County, Montana, described as follows:

Beginning at a point 334.64 feet East of the Quarter Comer common to Sections 3 and 10, said Township and Range; thence N.  $0^{\circ}13'$  E. for a distance of 461.97 feet to the point of beginning; thence N.  $0^{\circ}13'$  E. a distance of 131.36 feet; thence N.  $89^{\circ}50'$  W. a distance of 165.77 feet; thence S.  $0^{\circ}23'$  W. a distance of 131.36 feet; thence S.  $89^{\circ}50'$  E. a distance of 165.7 feet to the point of beginning. (Reference Deed Exhibit H-194)

TOGETHER with an undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the  $W\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M., EXTENDING from the Montana Department of Transportation (formerly Burlington Northern and Northern Pacific Railway Company) right-of-way to U.S. Highway No. 93.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

Send to:

**SCENIC LANE PRIVATE ROAD MAINTENANCE AGREEMENT**

An Agreement made this 14 day of June, 2022, applicable to the undersigned parcel owners and users,

**RECITALS**

**WHEREAS**, Scenic Lane (hereinafter "Roadway Property") is a ten (10) foot private road situated in the City of Polson, County of Lake, State of Montana, as described as follows:

A strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**WHEREAS**, the undersigned parcel owners are the owners or users of the Roadway Property situated in City of Polson, County of Lake, State of Montana, and described as follows:

- A. **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36 and S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59** (commonly known as 500 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit A;
- B. **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit B;
- C. **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827** (commonly known as 503 Scenic Lane, Polson, Montana, owned by Matejovsky) see legal description Exhibit C; and
- D. **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana, owned by Collins) see legal description Exhibit D;

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to the Roadway Property;

**WHEREAS**, the parties desire to widen the Roadway Property from the current ten (10) foot wide road into a twelve (12) foot wide road; FURTHER, the Roadway Property shall be maintained as a private road; and

**WHEREAS**, it is agreed on the behalf of the owner, and all assignees, successors, and heirs to each undersigned parcel that this Agreement **shall run with the land in perpetuity** and all rights and powers given to and obligations imposed upon future grantees and their assignees, successors, and heirs are binding thereupon;

date as specified by the Road Commission Agent, each parcel owner will contribute their pro-rated share of the estimated annual cost for road maintenance, road improvements, and annual snow removal. The Road Commission Agent shall send each parcel owner a two week notice of the annual payments due.

**8. Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands.

**9. One Vote Per Parcel.** Each parcel is assessed and granted one (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e., each parcel represents one vote in the matters covered by this Agreement).

**10. Future Parcels.** Any additional parcels gaining access to the Roadway Property by way of splitting existing parcels will be bound by all terms and conditions of this Agreement and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 6 above. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new parcel owners must also sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record. Any addition parcel created are still subject to subdivision review pursuant to the resolution annexing the parcels described herein.

**11. Snow Plowing.** The Roadway Property shall be snowplowed so as to permit year-round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 6 above. Individual driveway snow plowing, if desired, will be invoiced to the parcel owners directly by the snowplow contractor.

**12. Checking Account.** The Road Commission Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed. The bank checking account shall only contain funds related to or for the Roadway Property.

**13. Annual Road Reviews by City.** A private road serving three (3) or more lots or parcels shall be part of the City of Polson's annual road reviews. The parcel owners will be notified of any observed improvements needed on the private road, and improvements must be made by the parcel owners on the private road.

**14. Failure to Make Repairs.** If the improvements are not made within two (2) months from notification (or within a time frame otherwise agreed to in writing by the City Commission or the City Manager, but no more than one (1) year time frame), the City of Polson will make the improvements and bill the work to the parcel owners. The cost will include both the City of Polson's expenses for employee time and the contractor's expenses for the actual road improvements. The costs must be fully paid within two (2) months from the date of the invoice (or within a time frame otherwise agreed to in writing by the City Commission or the City Manager, but no more than one (1) year time frame). If the costs are not paid by this time,

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Vehicle and Pedestrian Access Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners as defined in Paragraph No. 9 and their occupants, agents, employees, guests, services and emergency vehicles, and those individuals appointed by the City of Polson to conduct semi-annual road reviews. Unless improved to minimum city standards for a street, no on-street parking will be allowed; and the street shall have adequate signage to this effect, provided and paid for by the parcel owners.

**2. Utility Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.

**3. Road Commission Agent.** A Road Commission Agent shall be elected by a majority of the parcel owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

**4. Road Maintenance.** Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified by the Road Commission Agent, cost estimates will be provided, and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 15 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

**5. Parking.** For the safety of the residents, no machinery, trailers, vehicles, or other property may be stored or parked upon the Roadway Property except parking of vehicles for limited periods of time (not to exceed four (4) hours).

**6. Cost Sharing.** Road maintenance, snowplowing, and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-mentioned road. Each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Roadway Property to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. The Road Commission Agent shall provide the City an updated copy of the cost allocations at any point that changes are made to the cost allocations.

**7. Prepayment.** Prepayment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each parcel owner. Annually, on or before a

the City of Polson will certify the costs (including both the construction and administrative costs) to the Lake County tax roll, for all parcel owners associated with the Roadway Property.

**15. Emergency Repairs.** If the City of Polson is made aware of emergency safety conditions on the Roadway Property, the City of Polson will attempt to reach the Road Commission Agent and request that the necessary repairs be completed immediately. However, if the City of Polson is not able to reach the Road Commission Agent, the City of Polson has the authority to make emergency repairs as needed without further notification of the parcel owners. In such cases, the parcel owners will be notified after the repairs are completed, the notification will contain information about the repairs, costs, and amount due from the parcel owners, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City of Polson will be as described in Paragraph No. 14 above.

**16. Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the road remains private.

**17. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

**18. Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners as defined in Paragraph No. 9. Any amendment must be approved in writing by the City Manager or the City Commission of the City of Polson.

**19. Enforcement.** This Agreement may be enforced by a majority of the parcel owners as defined in Paragraph No. 9. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party in such action or lawsuit shall be entitled to reasonable attorney fees and costs.

**20. Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party mediator shall be appointed to hear and attempt to resolve the dispute. The decision of the mediator shall not be final and binding on the parcel owners. Contact information for local mediators can be obtained through contacting the Montana State Bar Association. In selecting a third-party mediator, each parcel owner as defined in Paragraph No. 9 shall vote, and the nominee receiving a majority of the votes shall be the mediator. All parcel owners shall share in the cost of any mediation.

**21. Breach.** If the parcel owners fail to maintain this Agreement, then the City of Polson in its discretion may elect to implement an assessment upon the parcel owners to improve, widen, and maintain the Roadway Property as a standard public road. The City of Polson may use the reimbursement method described in Paragraph No. 14 as an alternative to recover costs.

**22. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

**23. Severability.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

**24. Other Agreements.** This Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Roadway Property.

25. **City Road and Driveway Ordinance.** The Roadway Property shall be constructed and maintained in accordance with the City of Polson's Road and Driveway Ordinance, Resolution, or state statute or administrative rule.

26. **Disclaimer by City.** It is understood and agreed that the City of Polson Commission, the City of Polson, its employees and agents shall not be liable or responsible in any manner to a developer or the parcel owners as defined in Paragraph No. 9, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

27. **Recording This Document.** Original and amended copies of this Agreement, including added signatures, shall be recorded with Lake County, and a copy of the recorder document shall be provided to the City Clerk by the Road Commission Agent. Recording fees for each parcel shall be paid by each respective parcel owner bound by this Agreement.

28. **Signature Clause.** This Agreement may be executed in any number of counterparts, and this Agreement shall become effective as the date set forth above when fully executed with notarized signatures by all parcel owners.

Signed,

Exhibit D

505 Scenic Lane  
Common Property Address  
Polson MT 59860  
City, State, Zip

Mary K. Collins  
Signature  
MARY K. COLLINS  
Printed Name                      Date

STATE OF MONTANA    )  
  :SS  
County of Lake            )

On this 14<sup>th</sup> day of June, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Mary K. Collins, 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.

Kelly M. Kracken-Stetten  
Notary Public for the State of Montana  
Kelly M. Kracken-Stetten  
Printed Name of Notary  
Residing at Polson, Montana Whitefish  
My commission expires:     /     / July 22, 2023

## **EXHIBIT D**

Property: **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana).

### **Legal Description**

A parcel of land located in the E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M, Lake County, Montana, described as follows:

Beginning at a point 334.64 feet East of the Quarter Comer common to Sections 3 and 10, said Township and Range; thence N. 0°13' E. for a distance of 461.97 feet to the point of beginning; thence N. 0°13' E. a distance of 131.36 feet; thence N. 89°50' W. a distance of 165.77 feet; thence S. 0°23' W. a distance of 131.36 feet; thence S. 89°50' E. a distance of 165.7 feet to the point of beginning. (Reference Deed Exhibit H-194)

TOGETHER with an undivided one-third interest in a strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West, P.M.M., EXTENDING from the Montana Department of Transportation (formerly Burlington Northern and Northern Pacific Railway Company) right-of-way to U.S. Highway No. 93.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.



**Exhibit Packet E**

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

PETITION FOR  
ANNEXATION TO THE  
CITY OF POLSON

The undersigned petitioner, who owns 100% percent of the real property described below, hereby petitions the City Council of the City of Polson, pursuant to Section 7-2-4601(3)(a), MCA, for annexation of such real property into the City of Polson. Petitioner agrees that this annexation petition is irrevocable, and that the City may act on this petition, and actually accomplish the annexation of such real property, at any time in the future, without limitation. Petitioner has had an opportunity to review the City of Polson Plan for Extension of Services applicable to such real property and petitioner is satisfied with such Plan. Petitioner states that there is no need to prepare any amended or revised Plan for this annexation pursuant to Sections 7-2-4610, 7-2-4731, and 7-2-4732, MCA, since petitioner is satisfied with the provision of municipal services to such real property.

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED: SEE EXHIBIT E

A tract of land in the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, more particularly described as follows:

Beginning at the 1/64 comer, which is the Southeast comer of the SW1/4 of the SW 1/4 of the SE 1/4 of Section 3, Township 22 North, range 20 West, P.M.M., thence N. 0° 02' W. along 1/64 line, 270.8 feet, to the true point of beginning; thence continuing N. 0° 02' W. Along the 1/64 line, 387.4 feet; thence N. 89° 50' W. 167.3 feet; thence S. 0 02' E. 387.4 feet; thence S 89° 50' E. 167.3 feet, to the point of beginning.

Deed Exhibit H-761 on file in the office of the Clerk and Recorder of Lake County, Montana.

Dated this 2 day of May, 2023

Dermot O'Halloran (O'Halloran Revocable Trust)

[Signature] n/a  
Owner

STATE OF MONTANA )  
 )  
 ) :ss  
County of Lake )

On this 2nd day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Dermot O'Halloran and n/a, known to me personally (or proved to me on the basis of satisfactory evidence) to be the person(s) 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.

Linda B. Fisher  
Notary Public for the  
State of Montana  
Residing at Polson Montana  
My Commission Expires  
January 01, 2023

Linda B Fisher

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

Printed Name Linda B Fisher  
Notary Public

## **EXHIBIT E**

Property: **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A tract of land in the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, more particularly described as follows:

Beginning at the 1/64 corner, which is the Southeast corner of the SW 1/4 of the SW 1/4 of the SE 1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., thence N. 0° 02' W. along 1/64 line, 270.8 feet, to the true point of beginning; thence continuing N. 0° 02' W. Along the 1/64 line, 387.4 feet; thence N. 89° 50' W. 167.3 feet; thence S. 0 02' E. 387.4 feet; thence S 89° 50' E. 167.3 feet, to the point of beginning.

Deed Exhibit H-761 on file in the office of the Clerk and Recorder of Lake County, Montana.

TOGETHER WITH an undivided one-half (1/2) interest in and to that certain private road connecting the above-described tract with the County Road. Said private road runs along a line bearing N. 0° 02' W. From the 1/64 Corner in the Southeast Corner of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., and connects with the above-described land.

FURTHER TOGETHER WITH AND SUBJECT TO Easements, reservations, and rights of way, apparent or of record including Provisions, levies, easements, assessments, liens and construction charges of the Flathead Irrigation Project and District; Grant of Easement for an irrigation pipe, recorded June 27, 1975 under Microfile No. 222553; Conditions, agreements, provisions and easement disclosed by Grant of Easement, regarding a city water supply pipe, recorded June 27, 1975 under Microfile No. 222554; Easement for an Underground Electric Distribution Facilities, purposes and rights incidental thereto, recorded February 26, 1979 under Microfile No. 246814; Utility Easement and Agreement, regarding underground water and water overflow lines, recorded November 5, 1990 under Microfile No. 327163; Easement Agreement regarding ingress and egress to a garage, recorded August 23, 1996 under Microfile No. 376291, records of Lake County, Montana.

SUBJECT TO AND TOGETHER WITH all easements, reservations, rights of way, restrictions, covenants, zoning regulations, and agreements apparent or of record and reservations contained in the U.S. Government Patent and Special Improvement District liens, if any.

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

**AGREEMENT FOR ANNEXATION  
AND CITY SEWER SERVICE**

THIS AGREEMENT is entered into as of 2 day of May, 2022, by  
and between the City of Polson, a municipal corporation ("CITY") and

Dermot C. O'Halloran (O'Halloran Revocable Trust)

("OWNER"), whose mailing address is

1403 Hillcrest Drive, 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: SEE EXHIBIT E  
A tract of land in the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, range 20 West, P.M.M., Lake County, Montana, more particularly described as follows:

Beginning at the 1/64 corner, which is the Southeast corner of the SW1/4 of the SW 1/4 of the SE 1/4 of Section 3, Township 22 North, range 20 West, P.M.M., thence N. 0° 02' W. along 1/64 line, 270.8 feet, to the true point of beginning; thence continuing N. 0° 02' W. Along the 1/64 line, 387.4 feet; thence N. 89° 50' W. 167.3 feet; thence S. 0 02' E. 387.4 feet; thence S 89° 50' E. 167.3 feet, to the point of beginning.

Deed Exhibit H-761 on file in the office of the Clerk and Recorder of Lake County, Montana.

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 one (1) connection to the CITY'S municipal sewer system.

## CITY OF POLSON EXTENSION OF SERVICES PLAN

**(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.
- (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.
- (e) 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.
- (f) 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.
- (g) 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



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

protest, in addition to any other remedies that the CITY may have.

- (h) 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."

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.

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

**(8) 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.

**(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.

(13)

**CITY OF POLSON**

**OWNER**

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

ATTEST:

Coia E. Pratt  
City Clerk

STATE OF MONTANA )  
 ) :SS  
County of Lake )

On this 11<sup>th</sup> day of July, 2022 before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Edwin Mece and Coia E. Pratt, 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.

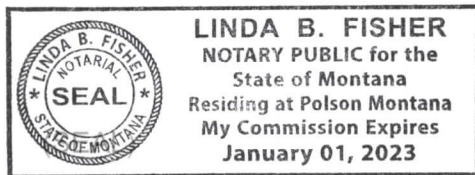
Printed Name: TERRI CLEVELAND  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: 2/22/20



STATE OF MONTANA )  
 ) :SS  
County of Lake )

On this 2<sup>nd</sup> day of May, 2022, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Dermot O'Halloran, 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.



Printed Name: Linda B Fisher  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: 01-01-2023

## **EXHIBIT E**

Property: **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A tract of land in the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, more particularly described as follows:

Beginning at the 1/64 comer, which is the Southeast comer of the SW 1/4 of the SW 1/4 of the SE 1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., thence N. 0° 02' W. along 1/64 line, 270.8 feet, to the true point of beginning; thence continuing N. 0° 02' W. Along the 1/64 line, 387.4 feet; thence N. 89° 50' W. 167.3 feet; thence S. 0 02' E. 387.4 feet; thence S 89° 50' E. 167.3 feet, to the point of beginning.

Deed Exhibit H-761 on file in the office of the Clerk and Recorder of Lake County, Montana.

TOGETHER WITH an undivided one-half (1/2) interest in and to that certain private road connecting the above-described tract with the County Road. Said private road runs along a line bearing N. 0° 02' W. From the 1/64 Comer in the Southeast Comer of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., and connects with the above-described land.

FURTHER TOGETHER WITH AND SUBJECT TO Easements, reservations, and rights of way, apparent or of record including Provisions, levies, easements, assessments, liens and construction charges of the Flathead Irrigation Project and District; Grant of Easement for an irrigation pipe, recorded June 27, 1975 under Microfile No. 222553; Conditions, agreements, provisions and easement disclosed by Grant of Easement, regarding a city water supply pipe, recorded June 27, 1975 under Microfile No. 222554; Easement for an Underground Electric Distribution Facilities, purposes and rights incidental thereto, recorded February 26, 1979 under Microfile No. 246814; Utility Easement and Agreement, regarding underground water and water overflow lines, recorded November 5, 1990 under Microfile No. 327163; Easement Agreement regarding ingress and egress to a garage, recorded August 23, 1996 under Microfile No. 376291, records of Lake County, Montana.

SUBJECT TO AND TOGETHER WITH all easements, reservations, rights of way, restrictions, covenants, zoning regulations, and agreements apparent or of record and reservations contained in the U.S. Government Patent and Special Improvement District liens, if any.

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

**AGREEMENT FOR ANNEXATION  
AND CITY WATER SERVICE**

THIS AGREEMENT is entered into as of 21 day of June, 2022 by and between the City of Polson, a municipal corporation ("CITY") and Dermot C. O'Halloran

("OWNER"), whose mailing address is 1403 Hillcrest Drive 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: SEE EXHIBIT E

A tract of land in the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, more particularly described as follows:

Beginning at the 1/64 corner, which is the Southeast corner of the SW 1/4 of the SW 1/4 of the SE 1/4 of Section 3, Township 22 North, range 20 West, P.M.M., thence N. 0° 02' W. along 1/64 line, 270.8 feet, to the true point of beginning; thence continuing N. 0° 02' W. Along the 1/64 line, 387.4 feet; thence N. 89° 50' W. 167.3 feet; thence S. 0 02' E. 387.4 feet; thence S 89° 50' E. 167.3 feet, to the point of beginning.

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 one (1) connections to the CITY'S municipal water 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

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

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.

(e) 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.

(f) 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.

(g) 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.

(h) 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



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

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."

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.

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

**(8) 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.

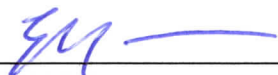
**(9) Partial Invalidity:** Each term, covenant, condition or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue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

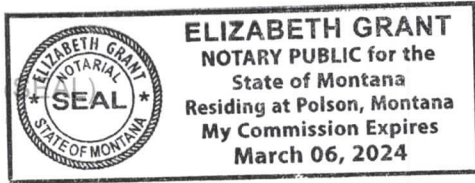
City Clerk

STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 21 day of June, 2022 before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Dermot O'Halloran and \_\_\_\_\_, 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.

Elizabeth Grant  
Notary Public for the State of Montana  
Residing in Polson, Montana



My Commission expires: 3-6-2024

STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 11<sup>th</sup> day of July, 2022 before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Edwin Mece, 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.

TERRI CLEVELAND  
Notary Public for the State of Montana  
Residing in Polson, Montana



My Commission expires 2/22/26

## **EXHIBIT E**

Property: **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana).

### **Legal Description**

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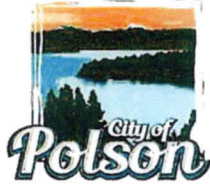
Deed Exhibit H-761 on file in the office of the Clerk and Recorder of Lake County, Montana.

TOGETHER WITH an undivided one-half (1/2) interest in and to that certain private road connecting the above-described tract with the County Road. Said private road runs along a line bearing N. 0° 02' W. From the 1/64 Comer in the Southeast Comer of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., and connects with the above-described land.

FURTHER TOGETHER WITH AND SUBJECT TO Easements, reservations, and rights of way, apparent or of record including Provisions, levies, easements, assessments, liens and construction charges of the Flathead Irrigation Project and District; Grant of Easement for an irrigation pipe, recorded June 27, 1975 under Microfile No. 222553; Conditions, agreements, provisions and easement disclosed by Grant of Easement, regarding a city water supply pipe, recorded June 27, 1975 under Microfile No. 222554; Easement for an Underground Electric Distribution Facilities, purposes and rights incidental thereto, recorded February 26, 1979 under Microfile No. 246814; Utility Easement and Agreement, regarding underground water and water overflow lines, recorded November 5, 1990 under Microfile No. 327163; Easement Agreement regarding ingress and egress to a garage, recorded August 23, 1996 under Microfile No. 376291, records of Lake County, Montana.

SUBJECT TO AND TOGETHER WITH all easements, reservations, rights of way, restrictions, covenants, zoning regulations, and agreements apparent or of record and reservations contained in the U.S. Government Patent and Special Improvement District liens, if any.





**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, sidewalk, and stormwater improvements on, along or by the frontage of the described property, for a period of twenty years from this date.

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

The real property is described as follows: (attached exhibit if necessary)

SEE EXHIBIT E

Otherwise commonly known as:

1403 Hillcrest (address)  
Polson, MT 59860 (City, County, State, Zip).

Signed this 18 day of May, 2022.

[Signature]  
Owner

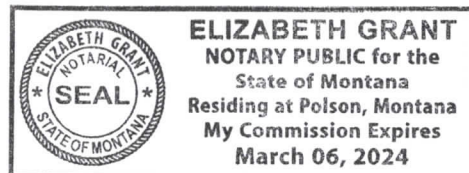
NA  
Owner

STATE OF Montana )  
 ) :ss  
County of Lake )

On this 18 day of May, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Dermet O'Halloran, 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.

Elizabeth Grant  
Notary Public for the State of Montana  
Elizabeth Grant  
Printed Name of Notary  
Residing at Polson, Montana  
My commission expires: 5/16/2024



## **EXHIBIT E**

Property: **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A tract of land in the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, more particularly described as follows:

Beginning at the 1/64 comer, which is the Southeast comer of the SW 1/4 of the SW 1/4 of the SE 1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., thence N. 0° 02' W. along 1/64 line, 270.8 feet, to the true point of beginning; thence continuing N. 0° 02' W. Along the 1/64 line, 387.4 feet; thence N. 89° 50' W. 167.3 feet; thence S. 0 02' E. 387.4 feet; thence S 89° 50' E. 167.3 feet, to the point of beginning.

Deed Exhibit H-761 on file in the office of the Clerk and Recorder of Lake County, Montana.

TOGETHER WITH an undivided one-half (½) interest in and to that certain private road connecting the above-described tract with the County Road. Said private road runs along a line bearing N. 0° 02' W. From the 1/64 Comer in the Southeast Comer of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., and connects with the above-described land.

FURTHER TOGETHER WITH AND SUBJECT TO Easements, reservations, and rights of way, apparent or of record including Provisions, levies, easements, assessments, liens and construction charges of the Flathead Irrigation Project and District; Grant of Easement for an irrigation pipe, recorded June 27, 1975 under Microfile No. 222553; Conditions, agreements, provisions and easement disclosed by Grant of Easement, regarding a city water supply pipe, recorded June 27, 1975 under Microfile No. 222554; Easement for an Underground Electric Distribution Facilities, purposes and rights incidental thereto, recorded February 26, 1979 under Microfile No. 246814; Utility Easement and Agreement, regarding underground water and water overflow lines, recorded November 5, 1990 under Microfile No. 327163; Easement Agreement regarding ingress and egress to a garage, recorded August 23, 1996 under Microfile No. 376291, records of Lake County, Montana.

SUBJECT TO AND TOGETHER WITH all easements, reservations, rights of way, restrictions, covenants, zoning regulations, and agreements apparent or of record and reservations contained in the U.S. Government Patent and Special Improvement District liens, if any.

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

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

WITNESSETH:

1. Petitioner(s) O'Halloran Revocable Trust 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)  
See attachment SEE EXHIBIT E  
(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:

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

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

NA 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 18<sup>th</sup> day of May, 2022.

[Signature]  
(Property Owner/Petitioner)

NA  
(Property Owner/Petitioner)

ATTEST: \_\_\_\_\_  
City Clerk

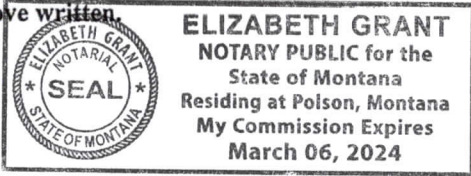
Voting Ward \_\_\_\_\_ Zoning \_\_\_\_\_  
(Subject to later zoning ordinance revisions.)

STATE OF MONTANA )

: ss.

County of Lake )  
On this 18 day of May, 2022 before me a Notary Public for the State of Montana, personally appeared Dermot O'Halloran and NA, 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



*Elizabeth Grant*  
Notary Public for the State of Montana  
Residing at *Polson*  
My commission expires: *3-6-2024*

REVIEWED BY CITY OFFICIALS: \_\_\_\_\_  
(Water/Sewer Superintendent)

\_\_\_\_\_  
(Planning Official)

\_\_\_\_\_  
(Building Inspector)

\_\_\_\_\_  
(City Manager)

Approved as to form.  
Office of the City Attorney

TO BE PRESENTED TO CITY COMMISSION BY: \_\_\_\_\_

## **EXHIBIT E**

Property: **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A tract of land in the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, more particularly described as follows:

Beginning at the 1/64 comer, which is the Southeast comer of the SW 1/4 of the SW 1/4 of the SE 1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., thence N. 0° 02' W. along 1/64 line, 270.8 feet, to the true point of beginning; thence continuing N. 0° 02' W. Along the 1/64 line, 387.4 feet; thence N. 89° 50' W. 167.3 feet; thence S. 0 02' E. 387.4 feet; thence S 89° 50' E. 167.3 feet, to the point of beginning.

Deed Exhibit H-761 on file in the office of the Clerk and Recorder of Lake County, Montana.

TOGETHER WITH an undivided one-half (½) interest in and to that certain private road connecting the above-described tract with the County Road. Said private road runs along a line bearing N. 0° 02' W. From the 1/64 Comer in the Southeast Comer of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., and connects with the above-described land.

FURTHER TOGETHER WITH AND SUBJECT TO Easements, reservations, and rights of way, apparent or of record including Provisions, levies, easements, assessments, liens and construction charges of the Flathead Irrigation Project and District; Grant of Easement for an irrigation pipe, recorded June 27, 1975 under Microfile No. 222553; Conditions, agreements, provisions and easement disclosed by Grant of Easement, regarding a city water supply pipe, recorded June 27, 1975 under Microfile No. 222554; Easement for an Underground Electric Distribution Facilities, purposes and rights incidental thereto, recorded February 26, 1979 under Microfile No. 246814; Utility Easement and Agreement, regarding underground water and water overflow lines, recorded November 5, 1990 under Microfile No. 327163; Easement Agreement regarding ingress and egress to a garage, recorded August 23, 1996 under Microfile No. 376291, records of Lake County, Montana.

SUBJECT TO AND TOGETHER WITH all easements, reservations, rights of way, restrictions, covenants, zoning regulations, and agreements apparent or of record and reservations contained in the U.S. Government Patent and Special Improvement District liens, if any.

Send to:

### SCENIC LANE SEWER LINE MAINTENANCE AGREEMENT

An Agreement made this 21 day of June, 2022 applicable to the undersigned parcel owners and users,

#### RECITALS

**WHEREAS**, Scenic Lane Sewer Line (hereinafter "Sewer Property") is located under a private road, known as "Scenic Lane," situated in the City of Polson, County of Lake, State of Montana;

**WHEREAS**, the undersigned parcel owners desire to construct a sewer line on and along a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and legally described as follows:

A strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**WHEREAS**, the undersigned parcel owners are the owners or users of the Sewer Property to be situated on a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and described as follows:

- A. **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36 and S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59** (commonly known as 500 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit A;
- B. **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit B;
- C. **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#000003827** (commonly known as 503 Scenic Lane, Polson, Montana, owned by Matejovsky) see legal description Exhibit C;
- D. **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana, owned by Collins) see legal description Exhibit D;
- E. **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana, owned by O'Halloran) see legal description Exhibit E;
- F. **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description Exhibit F;
- G. **S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description Exhibit G; and



H. **S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579**  
(vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud)  
see legal description Exhibit H;

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of installation, maintenance, and improvements to the Sewer Property before the Sewer Property becomes a part of the public sewer utility system for the City of Polson; **FURTHER**, for the Sewer Property to become a public utility system, the Sewer Property must pass inspection by the City of Polson and be certified to the City of Polson standards;

**WHEREAS**, the parties desire a utility easement on Scenic Lane for the installation, maintenance, and improvements to the Sewer Property;

**WHEREAS**, the parties understand that individual connection between the Sewer Property and a parcel are private connections that are each respective parcel owner's responsibility regarding installation, costs, maintenance, improvements; **FURTHER**, the privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system; and

**WHEREAS**, it is agreed on the behalf of the owner, and all assignees, successors, and heirs to each undersigned parcel that this Agreement shall run with the land in perpetuity and all rights and powers given to and obligations imposed upon future grantees and their assignees, successors, and heirs are binding thereupon.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **Vehicle and City of Polson Employee Access Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners as defined in Paragraph No. 8 and their occupants, agents, employees, services, and emergency vehicles to maintain the Sewer Property, as well as City of Polson vehicles, and those individuals appointed by the City of Polson to conduct semi-annual sewer line inspection and review.
2. **Utility Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained. Parcel owners agree to record utility easements granted to neighboring parcel owners that are necessary to allow connection to the Sewer Property.
3. **Sewer Line Commission Agent.** A Sewer Line Commission Agent shall be elected by a majority of the parcel owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Sewer Line Agent shall be responsible for monitoring the condition of the Sewer Property, and initiating maintenance activities as needed to maintain the minimum sewer line standards.
4. **Sewer Line and Road Maintenance.** Maintenance and improvements of the Sewer Property Maintenance and Scenic Lane will be undertaken and made whenever necessary to maintain the sewer line and road in good operating condition at all times to insure the provision of safe access by vehicles for maintenance and/or construction purposes. Such vehicles include

private vehicles, the City of Polson vehicles, and emergency vehicles. A majority vote of parcel owners is required for any Sewer Property installation, maintenance, and/or improvements and to accept the bid for any Sewer Property contracts. All Sewer Property installation, maintenance, and/or improvements must include a description of any excavation and/or road resurfacing work, if applicable. Before authorizing expenditures for future sewer line and related road improvements, parcel owners will be notified by the Commission Agent of the cost estimates before a majority vote will be required. If any parcel owner performs installation, improvements, maintenance, repairs, or replacements without the approval of the other parcel owners prior to performing such work, the parcel owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 13 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

5. **Cost Sharing.** Sewer Property installation, maintenance, and improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-mentioned road. For those parcel owners that are adjacent to Scenic Lane, each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Private Road to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. For those parcels that do not access Scenic Lane, but are using the sewer line shall be subject to a negotiated cost share agreed upon by all parcel owners of the sewer line by a majority vote. The Sewer Line Commission Agent shall provide the City an updated copy of the cost allocations at any point that changes are made to the cost allocations.

6. **Prepayment.** Prepayment of installation, maintenance, repairs, and/or improvements costs will be made to the Sewer Line Maintenance Agreement account by each parcel owner associated with the sewer line on Scenic Lane. Annually, on or before a date as specified by the Sewer Line Commission Agent, each parcel owner associated with the Scenic Lane Sewer line will contribute their pro-rated share of the estimated annual cost for sewer line installation, maintenance, repairs, and/or improvements costs, as well as costs for road repairs, maintenance, improvements during private ownership. The Sewer Line Commission Agent shall send each parcel owner a two week notice of the annual payments due.

7. **Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands.

8. **One Vote Per Parcel.** Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e., each parcel represents one vote in the matters covered by this Agreement).

9. **Future Parcels.** During the term of this Agreement, any additional parcels gaining access to the Sewer Property by way of splitting existing parcels will be bound by all terms and conditions of this Agreement and will be required to pay that portion of the maintenance and improvement costs incurred after the split as determined using the formula contained in Paragraph

No. 6 above. If any additional parcels are created after the original Sewer Line Maintenance Agreement is signed, the new parcel owners must also sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record. Any addition parcel created are still subject to subdivision review pursuant to the resolution annexing the parcels described herein.

**10. Checking Account.** The Sewer Line Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed.

**11. Annual Sewer Line Reviews by City.** A sewer line serving three (3) or more lots or parcels shall be part of the City's annual review. The parcel owners will be notified of any observed installations, improvements, repairs, and/or maintenance needed for the sewer line, and installations, improvements, repairs, and/or maintenance must be made by the parcel owners bound by the Sewer Line Maintenance Agreement.

**12. Failure to Make Repairs.** If the installations, improvements, repairs, and/or maintenance are not made within two (2) months from notification (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame), the City of Polson will make the installations, improvements, repairs, and/or maintenance and bill the work to the parcel owners. The cost will include both the City of Polson's expenses for employee time and the contractor's expenses for the actual improvements and/or maintenance. The costs must be fully paid within two (2) months from the date of the invoice (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame). If the costs are not paid by this time, the city will certify the costs (including both the construction and administrative costs) to the County tax roll, for all parcel owners associated with this Agreement.

**13. Emergency Repairs.** If the City of Polson is made aware of emergency safety conditions associated with the Sewer Property, the City of Polson will attempt to reach the Sewer Line Commission Agent and request that the necessary repairs be completed immediately. However, if the City of Polson is not able to reach the Sewer Line Commission Agent, the City of Polson has the authority to make emergency repairs as needed without further notification of the parcel owners. In such cases, the parcel owners will be notified after the repairs are completed, the notification will contain information about the repairs, costs, and amount due from the parcel owners, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City of Polson will be as described in Paragraph No. 12 above.

**14. Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the Sewer Property remains a private sewer system.

**15. Private Sewer.** The Sewer Property shall remain a private sewer system until the Sewer Property is inspected and certified by the City of Polson to become a public sewer system. At such time, the necessary parcel owners of this Agreement will convey and deed the Sewer Property to the City of Polson to assume control, maintenance, improvements, and repairs.

**16. Individual Connections.** As long as the Sewer Property is a private sewer system, parcel owners must not construct, install, create, connect, or build individual connections to the

Sewer Property. All individual sewer connections must be constructed, installed, created, connected, or built to the City of Polson Standards for Design & Construction at each respective parcel owner's expense. For the Standards for City of Polson Design & Construction see [www.cityofpolson.com/documents](http://www.cityofpolson.com/documents). The privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system

**17. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

**18. Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners as defined in Paragraph No. 8. Any amendment must be approved in writing by the City Manager or the City Commission of the City of Polson.

**19. Enforcement.** This Agreement may be enforced by a majority of parcel owners as defined in Paragraph No. 8. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party in such action or lawsuit shall be entitled to reasonable attorney fees and costs.

**20. Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party mediator shall be appointed to hear and attempt to resolve the dispute. The decision of the mediator shall not be final and binding on the parcel owners. Contact information for local mediators can be obtained through contacting the Montana State Bar Association. In selecting a third-party mediator, each parcel owner as defined in Paragraph No. 8 shall vote, and the nominee receiving a majority of the votes shall be the mediator. All parties shall share in the cost of any mediation.

**21. Breach.** If the parcel owners fail to maintain this Agreement, then the City of Polson in its discretion may elect to implement an assessment upon the parcel owners for the installation, maintenance, improvements, and/or repairs of the Sewer Property. The City of Polson may use the reimbursement method described in Paragraph No. 12 as an alternative to recover costs.

**22. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

**23. Severability.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

**24. Other Agreements.** This Sewer Line Maintenance Agreement replaces all previous Sewer Line Maintenance Agreements regarding the described Sewer Property.

**25. City Road and Driveway Ordinance.** Scenic Land, a private road, shall be constructed and maintained in accordance with the City of Polson's Road and Driveway Ordinance, Resolution, or state statute or administrative rule.

**26. City Sewer Ordinance.** The Sewer Property shall be constructed and maintained in accordance with the City of Polson's Sewer Ordinance, Resolution, or state statute or administrative rule.

**27. Disclaimer by City.** It is understood and agreed that the City of Polson Commission, the City of Polson, its employees and agents shall not be liable or responsible in any

manner to a developer or the parcel owners as defined in Paragraph No. 8, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

**28. Recording This Document.** Original and amended copies of this Agreement, including added signatures, shall be recorded with Lake County, and a copy of the recorder document shall be provided to the City Clerk by the Road Commission Agent. Recording fees for each parcel shall be paid by each respective parcel owner bound by this Agreement.

**29. Signature Clause.** This Agreement may be executed in any number of counterparts, and this Agreement shall become effective as the date set forth above when fully executed with notarized signatures by all parcel owners.

Signed,

Exhibit E

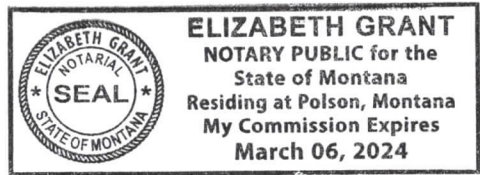
403 Hillcrest  
Common Property Address  
Polson MT 59860  
City, State, Zip

[Signature]  
Signature  
DERMOT O'Halloran 6/24/22  
Printed Name Date

STATE OF MONTANA     )  
                                  :SS  
County of Lake         )

On this 21 day of June, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared DERMOT O'Halloran, 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.

Elizabeth Grant  
Notary Public for the State of Montana  
Elizabeth Grant  
Printed Name of Notary  
Residing at Polson, Montana  
My commission expires: 3/6/2024



## **EXHIBIT E**

Property: **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A tract of land in the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, more particularly described as follows:

Beginning at the 1/64 corner, which is the Southeast corner of the SW 1/4 of the SW 1/4 of the SE 1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., thence N. 0° 02' W. along 1/64 line, 270.8 feet, to the true point of beginning; thence continuing N. 0° 02' W. Along the 1/64 line, 387.4 feet; thence N. 89° 50' W. 167.3 feet; thence S. 0 02' E. 387.4 feet; thence S 89° 50' E. 167.3 feet, to the point of beginning.

Deed Exhibit H-761 on file in the office of the Clerk and Recorder of Lake County, Montana.

TOGETHER WITH an undivided one-half (½) interest in and to that certain private road connecting the above-described tract with the County Road. Said private road runs along a line bearing N. 0° 02' W. From the 1/64 Corner in the Southeast Corner of the SW1/4SW1/4SE1/4 of Section 3, Township 22 North, Range 20 West, P.M.M., and connects with the above-described land.

FURTHER TOGETHER WITH AND SUBJECT TO Easements, reservations, and rights of way, apparent or of record including Provisions, levies, easements, assessments, liens and construction charges of the Flathead Irrigation Project and District; Grant of Easement for an irrigation pipe, recorded June 27, 1975 under Microfile No. 222553; Conditions, agreements, provisions and easement disclosed by Grant of Easement, regarding a city water supply pipe, recorded June 27, 1975 under Microfile No. 222554; Easement for an Underground Electric Distribution Facilities, purposes and rights incidental thereto, recorded February 26, 1979 under Microfile No. 246814; Utility Easement and Agreement, regarding underground water and water overflow lines, recorded November 5, 1990 under Microfile No. 327163; Easement Agreement regarding ingress and egress to a garage, recorded August 23, 1996 under Microfile No. 376291, records of Lake County, Montana.

SUBJECT TO AND TOGETHER WITH all easements, reservations, rights of way, restrictions, covenants, zoning regulations, and agreements apparent or of record and reservations contained in the U.S. Government Patent and Special Improvement District liens, if any.



**Exhibit Packet F**

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

PETITION FOR  
ANNEXATION TO THE  
CITY OF POLSON

The undersigned petitioner, who owns 100% percent of the real property described below, hereby petitions the City Council of the City of Polson, pursuant to Section 7-2-4601(3)(a), MCA, for annexation of such real property into the City of Polson. Petitioner agrees that this annexation petition is irrevocable, and that the City may act on this petition, and actually accomplish the annexation of such real property, at any time in the future, without limitation. Petitioner has had an opportunity to review the City of Polson Plan for Extension of Services applicable to such real property and petitioner is satisfied with such Plan. Petitioner states that there is no need to prepare any amended or revised Plan for this annexation pursuant to Sections 7-2-4610, 7-2-4731, and 7-2-4732, MCA, since petitioner is satisfied with the provision of municipal services to such real property.

**LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED:**

SEE EXHIBIT F

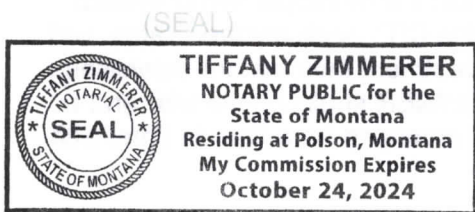
Dated this 18 day of March, 2022

Elizabeth S. Thorsrud  
Owner \_\_\_\_\_ Owner \_\_\_\_\_

STATE OF MONTANA                                 )  
   :SS  
County of Lake                                     )

On this 18<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Elizabeth S. Thorsrud and N/A, known to me personally (or proved to me on the basis of satisfactory evidence) to be the person(s) 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.



Printed Name: Tiffany Zimmerer  
Notary Public for the State of Montana Residing  
in Montana  
My Commission expires: October 24, 2024  
Tiffany Zimmerer

## **EXHIBIT F**

Property: **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A fractional part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:

Beginning at a point which is distant S. 89°50' East 334.6 feet from the South quarter corner of said Section 3, thence North 0°23' East 520 feet, thence south 80°52' East 168.2 feet thence South 0°23' W. 259 feet, thence North 89°50' West 145.7 feet, thence South 0°23' West 235 feet, thence North 89°50' West 20 feet to the place of beginning, containing 1.13 acres. H-1760

**SUBJECT TO AND TOGETHER WITH** Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

AGREEMENT FOR ANNEXATION  
AND CITY SEWER SERVICE

THIS AGREEMENT is entered into as of 18<sup>th</sup> day of March, 2025 by  
and between the City of Polson, a municipal corporation ("CITY") and  
Elizabeth Johnson at  
("OWNER"), whose mailing address is  
P.O. Box 324 - Polson, MT with respect to the following facts:  
59860

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:

SEE EXHIBIT F

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 one (1) connection 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.

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

**(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.
- (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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The promises, covenants, representations, and waivers provided pursuant to this Paragraph (4) are voluntarily and knowingly given, with full knowledge of the



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

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."

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.

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

**(8) 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.

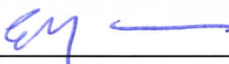
**(9) Partial Invalidity:** Each term, covenant, condition or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue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

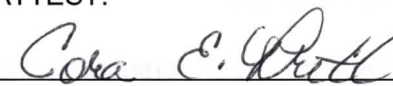
**CITY OF POLSON**

  
\_\_\_\_\_  
City Manager

**OWNER**

  
\_\_\_\_\_  
Elizabeth S. Thorsrud

ATTEST:

  
\_\_\_\_\_  
City Clerk



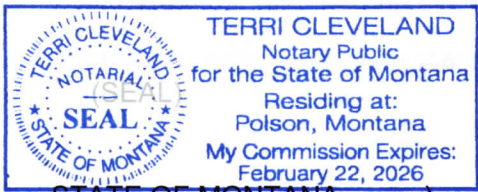
CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 17<sup>th</sup> day of July, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Edwin Trece and CORA E. PEIT, 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.

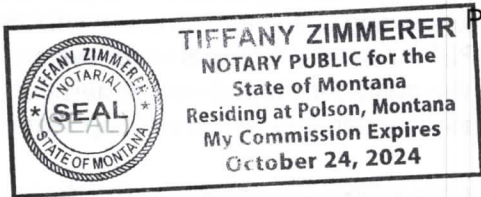
Printed Name: TERRI CLEVELAND  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: 2/22/26



STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 18 day of March, 2022, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Elizabeth S. Thorsrud, 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.



Printed Name: Tiffany Zimmerer  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: October 24, 2024

*[Handwritten signature of Tiffany Zimmerer]*

## **EXHIBIT F**

Property: **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A fractional part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:

Beginning at a point which is distant S. 89°50' East 334.6 feet from the South quarter corner of said Section 3, thence North 0°23' East 520 feet, thence south 80°52' East 168.2 feet thence South 0°23' W. 259 feet, thence North 89°50' West 145.7 feet, thence South 0°23' West 235 feet, thence North 89°50' West 20 feet to the place of beginning, containing 1.13 acres. H-1760

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

AGREEMENT FOR ANNEXATION  
AND CITY WATER SERVICE

THIS AGREEMENT is entered into as of 18<sup>th</sup> day of March, 2022, by and between the City of Polson, a municipal corporation ("CITY")

and Elizabeth S. Ihavuo  
("OWNER"), whose mailing address is

P.O. Box 324 - Polson, Mt. 5986 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:

SEE EXHIBIT **F**

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 one (1) connections to the CITY'S municipal water 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 water system.

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

## CITY OF POLSON

### EXTENSION OF SERVICES PLAN

**(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.

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(f) 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.

(g) 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.

(h) 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.



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

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

**(8) 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.


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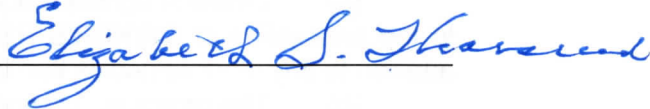
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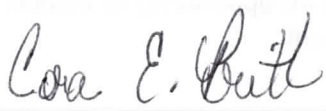
**CITY OF POLSON**

  
\_\_\_\_\_  
City Manager

**OWNER**

  
\_\_\_\_\_  
Elizabeth S. Tharsrud

ATTEST:

  
\_\_\_\_\_  
Coa E. Butte  
City Clerk

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 11 day of July, 2022 before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Edwin Meece and Cora Pitt, 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.

Terry Cleveland

Notary Public for the State of Montana  
Residing in Polson, Montana

My Commission expires: 2/22/26



STATE OF MONTANA )  
 )  
:SS  
County of Lake )

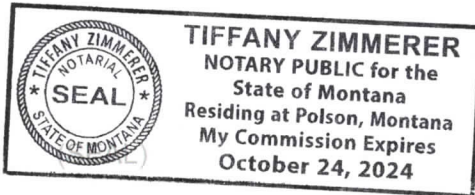
On this 18<sup>th</sup> day of March, 2022 before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Elizabeth S. Thorsrud, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Tiffany Zimmerer

Notary Public for the State of Montana  
Residing in Polson, Montana

My Commission expires: October 24, 2024





## **EXHIBIT F**

Property: **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana).

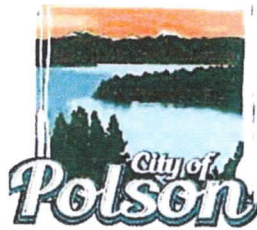
### **Legal Description**

A fractional part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:

Beginning at a point which is distant S. 89°50' East 334.6 feet from the South quarter corner of said Section 3, thence North 0°23' East 520 feet, thence south 80°52' East 168.2 feet thence South 0°23' W. 259 feet, thence North 89°50' West 145.7 feet, thence South 0°23' West 235 feet, thence North 89°50' West 20 feet to the place of beginning, containing 1.13 acres. H-1760

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

RE:



**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 wave the right to protest a Special Improvement District for curb, gutter, road, sidewalk, and stormwater improvements on, along or by the frontage of the described property, for a period of twenty years from this date.

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

The real property is described as follows:

SEE EXHIBIT F

Otherwise commonly known as:

Signed this 31 day of May, 2022

Elizabeth S. Thorsrud

Owner

Owner

STATE OF Montana)

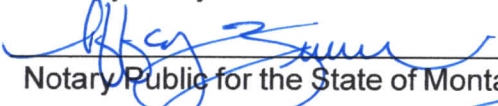
:SS

County of Lake)

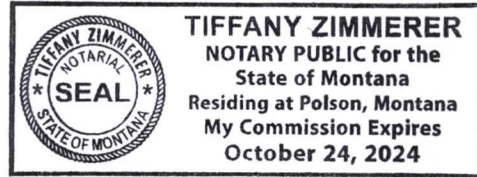
On this 31 day of May, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Elizabeth S. Thorsrud, known to

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: \_\_\_/\_\_\_/\_\_\_



Form Approved: April 15, 2022

## **EXHIBIT F**

Property: **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A fractional part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:

Beginning at a point which is distant S. 89°50' East 334.6 feet from the South quarter corner of said Section 3, thence North 0°23' East 520 feet, thence south 80°52' East 168.2 feet thence South 0°23' W. 259 feet, thence North 89°50' West 145.7 feet, thence South 0°23' West 235 feet, thence North 89°50' West 20 feet to the place of beginning, containing 1.13 acres. H-1760

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

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

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

**WITNESSETH:**

1. Petitioner(s) 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)

SEE EXHIBIT F

(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:

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

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

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 31<sup>st</sup> day of May, 2022.

Editha S. Howard  
(Property Owner/Petitioner)

\_\_\_\_\_  
(Property Owner/Petitioner)

ATTEST: \_\_\_\_\_  
City Clerk

Voting Ward \_\_\_\_\_ Zoning \_\_\_\_\_  
(Subject to later zoning ordinance revisions.)

STATE OF MONTANA )

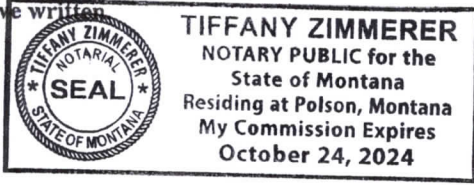
: ss.

County of Lake )

On this 31 day of May, 2022 before me a Notary Public for the State of Montana, personally appeared Elizabeth S. Howard and N/A, known to me to be the persons whose names are subscribed within instrument and acknowledged to me that they executed the same.

ANNEXATION FEE: \$100  
RESOLUTION #938 – 10/17/07

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



*Tiffany Zimmerer*  
Notary Public for the State of Montana  
Residing at  
My commission expires:

REVIEWED BY CITY OFFICIALS: \_\_\_\_\_  
(Water/Sewer Superintendent)

\_\_\_\_\_  
(Planning Official)                      (Building Inspector)                      (City Manager)

Approved as to form.  
Office of the City Attorney

TO BE PRESENTED TO CITY COMMISSION BY: \_\_\_\_\_



## **EXHIBIT F**

Property: **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A fractional part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:

Beginning at a point which is distant S. 89°50' East 334.6 feet from the South quarter corner of said Section 3, thence North 0°23' East 520 feet, thence south 80°52' East 168.2 feet thence South 0°23' W. 259 feet, thence North 89°50' West 145.7 feet, thence South 0°23' West 235 feet, thence North 89°50' West 20 feet to the place of beginning, containing 1.13 acres. H-1760

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

Send to:

### SCENIC LANE SEWER LINE MAINTENANCE AGREEMENT

An Agreement made this 31<sup>st</sup> day of May, 2012 applicable to the undersigned parcel owners and users,

#### RECITALS

**WHEREAS**, Scenic Lane Sewer Line (hereinafter "Sewer Property") is located under a private road, known as "Scenic Lane," situated in the City of Polson, County of Lake, State of Montana;

**WHEREAS**, the undersigned parcel owners desire to construct a sewer line on and along a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and legally described as follows:

A strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**WHEREAS**, the undersigned parcel owners are the owners or users of the Sewer Property to be situated on a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and described as follows:

- A. **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36 and S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59** (commonly known as 500 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit A;
- B. **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit B;
- C. **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#000003827** (commonly known as 503 Scenic Lane, Polson, Montana, owned by Matejovsky) see legal description Exhibit C;
- D. **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana, owned by Collins) see legal description Exhibit D;
- E. **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana, owned by O'Halloran) see legal description Exhibit E;
- F. **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description Exhibit F;
- G. **S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana,

H. **S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579**  
(vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud)  
see legal description Exhibit H;

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of installation, maintenance, and improvements to the Sewer Property before the Sewer Property becomes a part of the public sewer utility system for the City of Polson; **FURTHER**, for the Sewer Property to become a public utility system, the Sewer Property must pass inspection by the City of Polson and be certified to the City of Polson standards;

**WHEREAS**, the parties desire a utility easement on Scenic Lane for the installation, maintenance, and improvements to the Sewer Property;

**WHEREAS**, the parties understand that individual connection between the Sewer Property and a parcel are private connections that are each respective parcel owner's responsibility regarding installation, costs, maintenance, improvements; **FURTHER**, the privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system; and

**WHEREAS**, it is agreed on the behalf of the owner, and all assignees, successors, and heirs to each undersigned parcel that this Agreement shall run with the land in perpetuity and all rights and powers given to and obligations imposed upon future grantees and their assignees, successors, and heirs are binding thereupon.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **Vehicle and City of Polson Employee Access Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners as defined in Paragraph No. 8 and their occupants, agents, employees, services, and emergency vehicles to maintain the Sewer Property, as well as City of Polson vehicles, and those individuals appointed by the City of Polson to conduct semi-annual sewer line inspection and review.

2. **Utility Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained. Parcel owners agree to record utility easements granted to neighboring parcel owners that are necessary to allow connection to the Sewer Property.

3. **Sewer Line Commission Agent.** A Sewer Line Commission Agent shall be elected by a majority of the parcel owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Sewer Line Agent shall be responsible for monitoring the condition of the Sewer Property, and initiating maintenance activities as needed to maintain the minimum sewer line standards.

4. **Sewer Line and Road Maintenance.** Maintenance and improvements of the Sewer Property Maintenance and Scenic Lane will be undertaken and made whenever necessary to maintain the sewer line and road in good operating condition at all times to insure the provision of safe access by vehicles for maintenance and/or construction purposes. Such vehicles include

private vehicles, the City of Polson vehicles, and emergency vehicles. A majority vote of parcel owners is required for any Sewer Property installation, maintenance, and/or improvements and to accept the bid for any Sewer Property contracts. All Sewer Property installation, maintenance, and/or improvements must include a description of any excavation and/or road resurfacing work, if applicable. Before authorizing expenditures for future sewer line and related road improvements, parcel owners will be notified by the Commission Agent of the cost estimates before a majority vote will be required. If any parcel owner performs installation, improvements, maintenance, repairs, or replacements without the approval of the other parcel owners prior to performing such work, the parcel owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 13 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

5. **Cost Sharing.** Sewer Property installation, maintenance, and improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-mentioned road. For those parcel owners that are adjacent to Scenic Lane, each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Private Road to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. For those parcels that do not access Scenic Lane, but are using the sewer line shall be subject to a negotiated cost share agreed upon by all parcel owners of the sewer line by a majority vote. The Sewer Line Commission Agent shall provide the City an updated copy of the cost allocations at any point that changes are made to the cost allocations.

6. **Prepayment.** Prepayment of installation, maintenance, repairs, and/or improvements costs will be made to the Sewer Line Maintenance Agreement account by each parcel owner associated with the sewer line on Scenic Lane. Annually, on or before a date as specified by the Sewer Line Commission Agent, each parcel owner associated with the Scenic Lane Sewer line will contribute their pro-rated share of the estimated annual cost for sewer line installation, maintenance, repairs, and/or improvements costs, as well as costs for road repairs, maintenance, improvements during private ownership. The Sewer Line Commission Agent shall send each parcel owner a two week notice of the annual payments due.

7. **Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands.

8. **One Vote Per Parcel.** Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e., each parcel represents one vote in the matters covered by this Agreement).

9. **Future Parcels.** During the term of this Agreement, any additional parcels gaining access to the Sewer Property by way of splitting existing parcels will be bound by all terms and conditions of this Agreement and will be required to pay that portion of the maintenance and improvement costs incurred after the split as determined using the formula contained in Paragraph

No. 6 above. If any additional parcels are created after the original Sewer Line Maintenance Agreement is signed, the new parcel owners must also sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record. Any additional parcel created are still subject to subdivision review pursuant to the resolution annexing the parcels described herein.

**10. Checking Account.** The Sewer Line Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed.

**11. Annual Sewer Line Reviews by City.** A sewer line serving three (3) or more lots or parcels shall be part of the City's annual review. The parcel owners will be notified of any observed installations, improvements, repairs, and/or maintenance needed for the sewer line, and installations, improvements, repairs, and/or maintenance must be made by the parcel owners bound by the Sewer Line Maintenance Agreement.

**12. Failure to Make Repairs.** If the installations, improvements, repairs, and/or maintenance are not made within two (2) months from notification (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame), the City of Polson will make the installations, improvements, repairs, and/or maintenance and bill the work to the parcel owners. The cost will include both the City of Polson's expenses for employee time and the contractor's expenses for the actual improvements and/or maintenance. The costs must be fully paid within two (2) months from the date of the invoice (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame). If the costs are not paid by this time, the city will certify the costs (including both the construction and administrative costs) to the County tax roll, for all parcel owners associated with this Agreement.

**13. Emergency Repairs.** If the City of Polson is made aware of emergency safety conditions associated with the Sewer Property, the City of Polson will attempt to reach the Sewer Line Commission Agent and request that the necessary repairs be completed immediately. However, if the City of Polson is not able to reach the Sewer Line Commission Agent, the City of Polson has the authority to make emergency repairs as needed without further notification of the parcel owners. In such cases, the parcel owners will be notified after the repairs are completed, the notification will contain information about the repairs, costs, and amount due from the parcel owners, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City of Polson will be as described in Paragraph No. 12 above.

**14. Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the Sewer Property remains a private sewer system.

**15. Private Sewer.** The Sewer Property shall remain a private sewer system until the Sewer Property is inspected and certified by the City of Polson to become a public sewer system. At such time, the necessary parcel owners of this Agreement will convey and deed the Sewer Property to the City of Polson to assume control, maintenance, improvements, and repairs.

**16. Individual Connections.** As long as the Sewer Property is a private sewer system, parcel owners must not construct, install, create, connect, or build individual connections to the

Sewer Property. All individual sewer connections must be constructed, installed, created, connected, or built to the City of Polson Standards for Design & Construction at each respective parcel owner's expense. For the Standards for City of Polson Design & Construction see [www.cityofpolson.com/documents](http://www.cityofpolson.com/documents). The privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system

**17. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

**18. Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners as defined in Paragraph No. 8. Any amendment must be approved in writing by the City Manager or the City Commission of the City of Polson.

**19. Enforcement.** This Agreement may be enforced by a majority of parcel owners as defined in Paragraph No. 8. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party in such action or lawsuit shall be entitled to reasonable attorney fees and costs.

**20. Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party mediator shall be appointed to hear and attempt to resolve the dispute. The decision of the mediator shall not be final and binding on the parcel owners. Contact information for local mediators can be obtained through contacting the Montana State Bar Association. In selecting a third-party mediator, each parcel owner as defined in Paragraph No. 8 shall vote, and the nominee receiving a majority of the votes shall be the mediator. All parties shall share in the cost of any mediation.

**21. Breach.** If the parcel owners fail to maintain this Agreement, then the City of Polson in its discretion may elect to implement an assessment upon the parcel owners for the installation, maintenance, improvements, and/or repairs of the Sewer Property. The City of Polson may use the reimbursement method described in Paragraph No. 12 as an alternative to recover costs.

**22. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

**23. Severability.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

**24. Other Agreements.** This Sewer Line Maintenance Agreement replaces all previous Sewer Line Maintenance Agreements regarding the described Sewer Property.

**25. City Road and Driveway Ordinance.** Scenic Land, a private road, shall be constructed and maintained in accordance with the City of Polson's Road and Driveway Ordinance, Resolution, or state statute or administrative rule.

**26. City Sewer Ordinance.** The Sewer Property shall be constructed and maintained in accordance with the City of Polson's Sewer Ordinance, Resolution, or state statute or administrative rule.

**27. Disclaimer by City.** It is understood and agreed that the City of Polson Commission, the City of Polson, its employees and agents shall not be liable or responsible in any



manner to a developer or the parcel owners as defined in Paragraph No. 8, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

28. **Recording This Document.** Original and amended copies of this Agreement, including added signatures, shall be recorded with Lake County, and a copy of the recorder document shall be provided to the City Clerk by the Road Commission Agent. Recording fees for each parcel shall be paid by each respective parcel owner bound by this Agreement.

29. **Signature Clause.** This Agreement may be executed in any number of counterparts, and this Agreement shall become effective as the date set forth above when fully executed with notarized signatures by all parcel owners.

Signed,

Exhibit ~~#~~ <sup>(EST)</sup> F

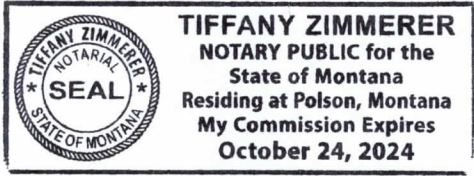
1325 Wiscasset Dr.  
Common Property Address  
Polson MT, 59860  
City, State, Zip

Elizabeth S. Thorsrud  
Signature  
ELIZABETH S. Thorsrud  
Printed Name      Date      5-31-22

STATE OF MONTANA    )  
  :SS  
County of Lake         )

On this 31 day of May, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Elizabeth S. Thorsrud, 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.

[Signature]  
Notary Public for the State of Montana  
Printed Name of Notary  
Residing at Polson, Montana  
My commission expires:   /  /  



## **EXHIBIT F**

Property: **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A fractional part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 3, Township 22 North, Range 20 West, M.P.M., particularly described as follows:

Beginning at a point which is distant S. 89°50' East 334.6 feet from the South quarter corner of said Section 3, thence North 0°23' East 520 feet, thence south 80°52' East 168.2 feet thence South 0°23' W. 259 feet, thence North 89°50' West 145.7 feet, thence South 0°23' West 235 feet, thence North 89°50' West 20 feet to the place of beginning, containing 1.13 acres. H-1760

**SUBJECT TO AND TOGETHER WITH** Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

**Exhibit Packet G**

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

PETITION FOR  
ANNEXATION TO THE  
CITY OF POLSON

The undersigned petitioner, who owns 100% percent of the real property described below, hereby petitions the City Council of the City of Polson, pursuant to Section 7-2-4601(3)(a), MCA, for annexation of such real property into the City of Polson. Petitioner agrees that this annexation petition is irrevocable, and that the City may act on this petition, and actually accomplish the annexation of such real property, at any time in the future, without limitation. Petitioner has had an opportunity to review the City of Polson Plan for Extension of Services applicable to such real property and petitioner is satisfied with such Plan. Petitioner states that there is no need to prepare any amended or revised Plan for this annexation pursuant to Sections 7-2-4610, 7-2-4731, and 7-2-4732, MCA, since petitioner is satisfied with the provision of municipal services to such real property.

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED:

SEE EXHIBIT G

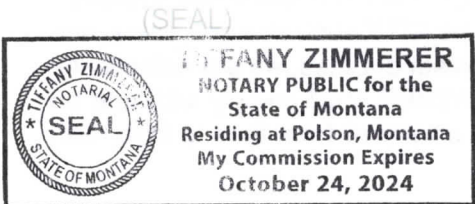
Dated this 18<sup>th</sup> day of March, 2022

Elizabeth S. Thorsrud  
Owner \_\_\_\_\_ Owner

STATE OF MONTANA )  
 ) :ss  
County of Lake )

On this 18<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Elizabeth S. Thorsrud and NA, known to me personally (or proved to me on the basis of satisfactory evidence) to be the person(s) 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.



Printed Name: Tiffany Zimmerer  
Notary Public for the State of Montana Residing  
in Montana  
My Commission expires: October 24, 2024  
Tiffany Zimmerer

## **EXHIBIT G**

Property: **S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A parcel of land in the  $W\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West of the P.M.M., more particularly described as follows:

Beginning at a point 334.64 feet East of the Quarter corner between Sections 3 and 10, said Township and Range; thence N.  $00^{\circ} 13'$  E. a distance of 269.9 feet to the point of beginning; thence from the point of beginning N.  $00^{\circ} 13'$  E. a distance of 192.04 feet; thence N.  $89^{\circ} 50'$  W. a distance of 165.70 feet; thence S.  $00^{\circ} 23'$  W. a distance of 114.44 feet; thence S.  $64^{\circ} 28'$  E. 184.4 feet to the point of beginning, said tract containing 0.591 acres more or less according to the survey thereof. H-194

**SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.**

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

AGREEMENT FOR ANNEXATION  
AND CITY SEWER SERVICE

THIS AGREEMENT is entered into as of 18<sup>th</sup> day of March, 2025 by

and between the City of Polson, a municipal corporation ("CITY") and

Elizabeth S. Sharswood

("OWNER"), whose mailing address is

PO Box 324, Polson, Mt. 59865 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:

SEE EXHIBIT G

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 one (1) connection 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.



**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

**(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.
- (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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The promises, covenants, representations, and waivers provided pursuant to this Paragraph (4) are voluntarily and knowingly given, with full knowledge of the

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

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."

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.

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

**(8) 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.

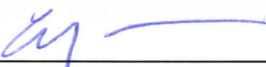
**(9) Partial Invalidity:** Each term, covenant, condition or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue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

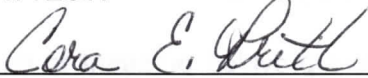
**CITY OF POLSON**

  
\_\_\_\_\_  
City Manager

**OWNER**

  
\_\_\_\_\_  
OWNER

ATTEST:

  
\_\_\_\_\_  
City Clerk

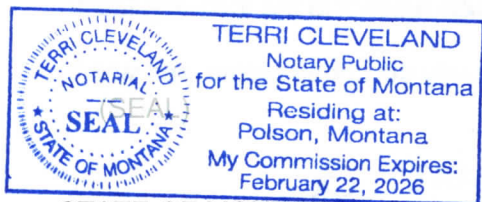
CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 11<sup>th</sup> day of July, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Edwin Meek and Cora E. Pratt, 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.

Printed Name: Terri Cleveland  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: 2/22/26

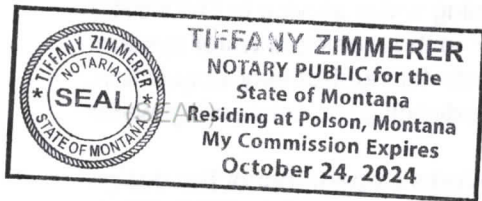


STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 18<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Elizabeth S. Thorsrud, 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.

Printed Name: Tiffany Zimmerer  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: October 24, 2024



[Signature]

## **EXHIBIT G**

**Property: S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A parcel of land in the  $W\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West of the P.M.M., more particularly described as follows:

Beginning at a point 334.64 feet East of the Quarter corner between Sections 3 and 10, said Township and Range; thence N.  $00^{\circ} 13'$  E. a distance of 269.9 feet to the point of beginning; thence from the point of beginning N.  $00^{\circ} 13'$  E. a distance of 192.04 feet; thence N.  $89^{\circ} 50'$  W. a distance of 165.70 feet; thence S.  $00^{\circ} 23'$  W. a distance of 114.44 feet; thence S.  $64^{\circ} 28'$  E. 184.4 feet to the point of beginning, said tract containing 0.591 acres more or less according to the survey thereof. H-194

**SUBJECT TO AND TOGETHER WITH** Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

AGREEMENT FOR ANNEXATION  
AND CITY WATER SERVICE

THIS AGREEMENT is entered into as of 18<sup>th</sup> day of March, 2025 by and between the City of Polson, a municipal corporation ("CITY") and Elizabeth S. Thawrence ("OWNER"), whose mailing address is PO Box 324 - 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:

SEE EXHIBIT G

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 one (1) connections to the CITY'S municipal water 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 water system.

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

**(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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

**(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."

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.

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

**(8) 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.

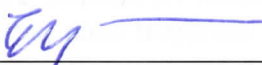
**(9) Partial Invalidity:** Each term, covenant, condition or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue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

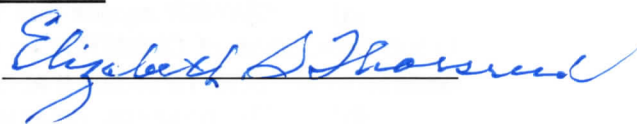
**(11) Attorneys' Fees.** In the event of any litigation to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees as fixed by the court.

**(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**

  
\_\_\_\_\_  
Elizabeth S. Johnson

ATTEST:

  
\_\_\_\_\_  
Cora E. Butte  
City Clerk

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 11 day of July, 2022 before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared EDWIN MEECE and CORA 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.

TERRI CLEVELAND  
Notary Public for the State of Montana  
Residing in Polson, Montana



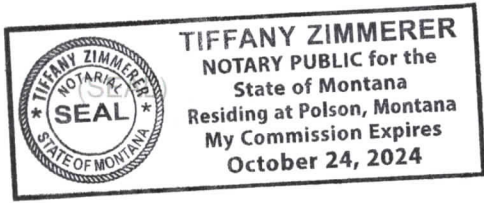
My Commission expires: 2/22/26

STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 18<sup>th</sup> day of March, 2022 before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared \_\_\_\_\_, 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.

TIFFANY ZIMMERER  
Notary Public for the State of Montana  
Residing in Polson, Montana



My Commission expires: October 24, 2024

## **EXHIBIT G**

**Property: S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625 (commonly known as 1321 Hillcrest Drive, Polson, Montana).**

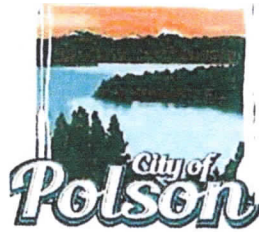
### **Legal Description**

A parcel of land in the  $W\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West of the P.M.M., more particularly described as follows:

Beginning at a point 334.64 feet East of the Quarter corner between Sections 3 and 10, said Township and Range; thence N.  $00^{\circ} 13'$  E. a distance of 269.9 feet to the point of beginning; thence from the point of beginning N.  $00^{\circ} 13'$  E. a distance of 192.04 feet; thence N.  $89^{\circ} 50'$  W. a distance of 165.70 feet; thence S.  $00^{\circ} 23'$  W. a distance of 114.44 feet; thence S.  $64^{\circ} 28'$  E. 184.4 feet to the point of beginning, said tract containing 0.591 acres more or less according to the survey thereof. H-194

**SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.**

RE:



**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 wave the right to protest a Special Improvement District for curb, gutter, road, sidewalk, and stormwater improvements on, along or by the frontage of the described property, for a period of twenty years from this date.

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

The real property is described as follows:

SEE EXHIBIT G

Otherwise commonly known as:

Signed this 31 day of May, 2022 -

Elizabeth S. Thorsrud  
Owner

Owner

STATE OF Montana )

:SS

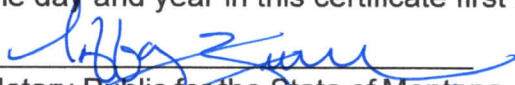
County of Lake )

On this 31 day of May, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Elizabeth S. Thorsrud, known to

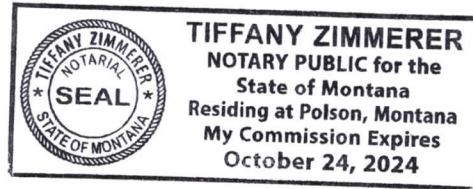


me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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: \_\_\_/\_\_\_/\_\_\_



## **EXHIBIT G**

Property: **S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A parcel of land in the  $W\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West of the P.M.M., more particularly described as follows:

Beginning at a point 334.64 feet East of the Quarter corner between Sections 3 and 10, said Township and Range; thence N.  $00^{\circ} 13'$  E. a distance of 269.9 feet to the point of beginning; thence from the point of beginning N.  $00^{\circ} 13'$  E. a distance of 192.04 feet; thence N.  $89^{\circ} 50'$  W. a distance of 165.70 feet; thence S.  $00^{\circ} 23'$  W. a distance of 114.44 feet; thence S.  $64^{\circ} 28'$  E. 184.4 feet to the point of beginning, said tract containing 0.591 acres more or less according to the survey thereof. H-194

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.



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

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

**WITNESSETH:**

1. Petitioner(s) 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)

SEE EXHIBIT G

{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:

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

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

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 31<sup>st</sup> day of May, 2022.

Elizabeth S. Thorsrud  
(Property Owner/Petitioner)

\_\_\_\_\_  
(Property Owner/Petitioner)

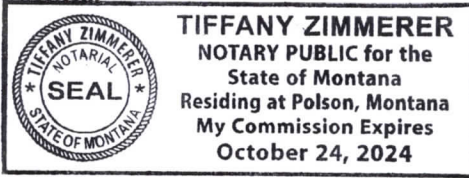
ATTEST: \_\_\_\_\_  
City Clerk

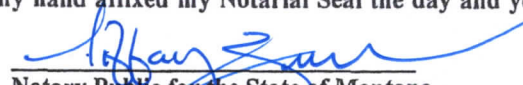
Voting Ward \_\_\_\_\_ Zoning \_\_\_\_\_  
(Subject to later zoning ordinance revisions.)

STATE OF MONTANA )  
: ss.  
County of Lake )

On this 31 day of May, 2022 before me a Notary Public for the State of Montana,  
personally appeared Elizabeth S. Thorsrud and N/A, 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.



  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

REVIEWED BY CITY OFFICIALS: \_\_\_\_\_  
(Water/Sewer Superintendent)

\_\_\_\_\_  
(Planning Official)                      (Building Inspector)                      (City Manager)

Approved as to form.  
Office of the City Attorney

TO BE PRESENTED TO CITY COMMISSION BY: \_\_\_\_\_

## **EXHIBIT G**

Property: **S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A parcel of land in the  $W\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West of the P.M.M., more particularly described as follows:

Beginning at a point 334.64 feet East of the Quarter corner between Sections 3 and 10, said Township and Range; thence N.  $00^{\circ} 13'$  E. a distance of 269.9 feet to the point of beginning; thence from the point of beginning N.  $00^{\circ} 13'$  E. a distance of 192.04 feet; thence N.  $89^{\circ} 50'$  W. a distance of 165.70 feet; thence S.  $00^{\circ} 23'$  W. a distance of 114.44 feet; thence S.  $64^{\circ} 28'$  E. 184.4 feet to the point of beginning, said tract containing 0.591 acres more or less according to the survey thereof. H-194

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

Send to:

### SCENIC LANE SEWER LINE MAINTENANCE AGREEMENT

An Agreement made this 31<sup>st</sup> day of May, 2022 applicable to the undersigned parcel owners and users,

#### RECITALS

**WHEREAS**, Scenic Lane Sewer Line (hereinafter "Sewer Property") is located under a private road, known as "Scenic Lane," situated in the City of Polson, County of Lake, State of Montana;

**WHEREAS**, the undersigned parcel owners desire to construct a sewer line on and along a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and legally described as follows:

A strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**WHEREAS**, the undersigned parcel owners are the owners or users of the Sewer Property to be situated on a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and described as follows:

- A. **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36 and S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59** (commonly known as 500 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit A;
- B. **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit B;
- C. **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#0000003827** (commonly known as 503 Scenic Lane, Polson, Montana, owned by Matejovsky) see legal description Exhibit C;
- D. **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana, owned by Collins) see legal description Exhibit D;
- E. **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana, owned by O'Halloran) see legal description Exhibit E;
- F. **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description Exhibit F;
- G. **S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana,

H. S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579  
(vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud)  
see legal description Exhibit H;

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of installation, maintenance, and improvements to the Sewer Property before the Sewer Property becomes a part of the public sewer utility system for the City of Polson; **FURTHER**, for the Sewer Property to become a public utility system, the Sewer Property must pass inspection by the City of Polson and be certified to the City of Polson standards;

**WHEREAS**, the parties desire a utility easement on Scenic Lane for the installation, maintenance, and improvements to the Sewer Property;

**WHEREAS**, the parties understand that individual connection between the Sewer Property and a parcel are private connections that are each respective parcel owner's responsibility regarding installation, costs, maintenance, improvements; **FURTHER**, the privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system; and

**WHEREAS**, it is agreed on the behalf of the owner, and all assignees, successors, and heirs to each undersigned parcel that this Agreement shall run with the land in perpetuity and all rights and powers given to and obligations imposed upon future grantees and their assignees, successors, and heirs are binding thereupon.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **Vehicle and City of Polson Employee Access Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners as defined in Paragraph No. 8 and their occupants, agents, employees, services, and emergency vehicles to maintain the Sewer Property, as well as City of Polson vehicles, and those individuals appointed by the City of Polson to conduct semi-annual sewer line inspection and review.

2. **Utility Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained. Parcel owners agree to record utility easements granted to neighboring parcel owners that are necessary to allow connection to the Sewer Property.

3. **Sewer Line Commission Agent.** A Sewer Line Commission Agent shall be elected by a majority of the parcel owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Sewer Line Agent shall be responsible for monitoring the condition of the Sewer Property, and initiating maintenance activities as needed to maintain the minimum sewer line standards.

4. **Sewer Line and Road Maintenance.** Maintenance and improvements of the Sewer Property Maintenance and Scenic Lane will be undertaken and made whenever necessary to maintain the sewer line and road in good operating condition at all times to insure the provision of safe access by vehicles for maintenance and/or construction purposes. Such vehicles include

private vehicles, the City of Polson vehicles, and emergency vehicles. A majority vote of parcel owners is required for any Sewer Property installation, maintenance, and/or improvements and to accept the bid for any Sewer Property contracts. All Sewer Property installation, maintenance, and/or improvements must include a description of any excavation and/or road resurfacing work, if applicable. Before authorizing expenditures for future sewer line and related road improvements, parcel owners will be notified by the Commission Agent of the cost estimates before a majority vote will be required. If any parcel owner performs installation, improvements, maintenance, repairs, or replacements without the approval of the other parcel owners prior to performing such work, the parcel owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 13 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

**5. Cost Sharing.** Sewer Property installation, maintenance, and improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-mentioned road. For those parcel owners that are adjacent to Scenic Lane, each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Private Road to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. For those parcels that do not access Scenic Lane, but are using the sewer line shall be subject to a negotiated cost share agreed upon by all parcel owners of the sewer line by a majority vote. The Sewer Line Commission Agent shall provide the City an updated copy of the cost allocations at any point that changes are made to the cost allocations.

**6. Prepayment.** Prepayment of installation, maintenance, repairs, and/or improvements costs will be made to the Sewer Line Maintenance Agreement account by each parcel owner associated with the sewer line on Scenic Lane. Annually, on or before a date as specified by the Sewer Line Commission Agent, each parcel owner associated with the Scenic Lane Sewer line will contribute their pro-rated share of the estimated annual cost for sewer line installation, maintenance, repairs, and/or improvements costs, as well as costs for road repairs, maintenance, improvements during private ownership. The Sewer Line Commission Agent shall send each parcel owner a two week notice of the annual payments due.

**7. Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands.

**8. One Vote Per Parcel.** Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e., each parcel represents one vote in the matters covered by this Agreement).

**9. Future Parcels.** During the term of this Agreement, any additional parcels gaining access to the Sewer Property by way of splitting existing parcels will be bound by all terms and conditions of this Agreement and will be required to pay that portion of the maintenance and improvement costs incurred after the split as determined using the formula contained in Paragraph



No. 6 above. If any additional parcels are created after the original Sewer Line Maintenance Agreement is signed, the new parcel owners must also sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record. Any additional parcel created are still subject to subdivision review pursuant to the resolution annexing the parcels described herein.

**10. Checking Account.** The Sewer Line Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed.

**11. Annual Sewer Line Reviews by City.** A sewer line serving three (3) or more lots or parcels shall be part of the City's annual review. The parcel owners will be notified of any observed installations, improvements, repairs, and/or maintenance needed for the sewer line, and installations, improvements, repairs, and/or maintenance must be made by the parcel owners bound by the Sewer Line Maintenance Agreement.

**12. Failure to Make Repairs.** If the installations, improvements, repairs, and/or maintenance are not made within two (2) months from notification (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame), the City of Polson will make the installations, improvements, repairs, and/or maintenance and bill the work to the parcel owners. The cost will include both the City of Polson's expenses for employee time and the contractor's expenses for the actual improvements and/or maintenance. The costs must be fully paid within two (2) months from the date of the invoice (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame). If the costs are not paid by this time, the city will certify the costs (including both the construction and administrative costs) to the County tax roll, for all parcel owners associated with this Agreement.

**13. Emergency Repairs.** If the City of Polson is made aware of emergency safety conditions associated with the Sewer Property, the City of Polson will attempt to reach the Sewer Line Commission Agent and request that the necessary repairs be completed immediately. However, if the City of Polson is not able to reach the Sewer Line Commission Agent, the City of Polson has the authority to make emergency repairs as needed without further notification of the parcel owners. In such cases, the parcel owners will be notified after the repairs are completed, the notification will contain information about the repairs, costs, and amount due from the parcel owners, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City of Polson will be as described in Paragraph No. 12 above.

**14. Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the Sewer Property remains a private sewer system.

**15. Private Sewer.** The Sewer Property shall remain a private sewer system until the Sewer Property is inspected and certified by the City of Polson to become a public sewer system. At such time, the necessary parcel owners of this Agreement will convey and deed the Sewer Property to the City of Polson to assume control, maintenance, improvements, and repairs.

**16. Individual Connections.** As long as the Sewer Property is a private sewer system, parcel owners must not construct, install, create, connect, or build individual connections to the

Sewer Property. All individual sewer connections must be constructed, installed, created, connected, or built to the City of Polson Standards for Design & Construction at each respective parcel owner's expense. For the Standards for City of Polson Design & Construction see [www.cityofpolson.com/documents](http://www.cityofpolson.com/documents). The privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system

**17. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

**18. Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners as defined in Paragraph No. 8. Any amendment must be approved in writing by the City Manager or the City Commission of the City of Polson.

**19. Enforcement.** This Agreement may be enforced by a majority of parcel owners as defined in Paragraph No. 8. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party in such action or lawsuit shall be entitled to reasonable attorney fees and costs.

**20. Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party mediator shall be appointed to hear and attempt to resolve the dispute. The decision of the mediator shall not be final and binding on the parcel owners. Contact information for local mediators can be obtained through contacting the Montana State Bar Association. In selecting a third-party mediator, each parcel owner as defined in Paragraph No. 8 shall vote, and the nominee receiving a majority of the votes shall be the mediator. All parties shall share in the cost of any mediation.

**21. Breach.** If the parcel owners fail to maintain this Agreement, then the City of Polson in its discretion may elect to implement an assessment upon the parcel owners for the installation, maintenance, improvements, and/or repairs of the Sewer Property. The City of Polson may use the reimbursement method described in Paragraph No. 12 as an alternative to recover costs.

**22. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

**23. Severability.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

**24. Other Agreements.** This Sewer Line Maintenance Agreement replaces all previous Sewer Line Maintenance Agreements regarding the described Sewer Property.

**25. City Road and Driveway Ordinance.** Scenic Land, a private road, shall be constructed and maintained in accordance with the City of Polson's Road and Driveway Ordinance, Resolution, or state statute or administrative rule.

**26. City Sewer Ordinance.** The Sewer Property shall be constructed and maintained in accordance with the City of Polson's Sewer Ordinance, Resolution, or state statute or administrative rule.

**27. Disclaimer by City.** It is understood and agreed that the City of Polson Commission, the City of Polson, its employees and agents shall not be liable or responsible in any

manner to a developer or the parcel owners as defined in Paragraph No. 8, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

28. **Recording This Document.** Original and amended copies of this Agreement, including added signatures, shall be recorded with Lake County, and a copy of the recorder document shall be provided to the City Clerk by the Road Commission Agent. Recording fees for each parcel shall be paid by each respective parcel owner bound by this Agreement.

29. **Signature Clause.** This Agreement may be executed in any number of counterparts, and this Agreement shall become effective as the date set forth above when fully executed with notarized signatures by all parcel owners.

Signed,

Exhibit G

1321 Hillcrest Dr.  
Common Property Address

Polson, MT 59860  
City, State, Zip

Elizabeth S. Thorud  
Signature

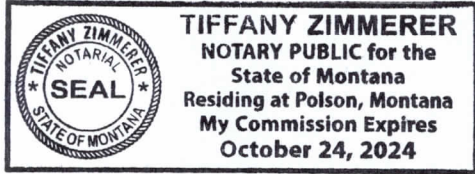
ELIZABETH S. THORUD 5.31.22  
Printed Name Date

STATE OF MONTANA )  
 :ss  
County of Lake )

On this 31 day of May, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Elizabeth S Thorud, 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.

[Signature]  
Notary Public for the State of Montana

Printed Name of Notary  
Residing at Polson, Montana  
My commission expires:   /  /  



## **EXHIBIT G**

Property: **S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana).

### **Legal Description**

A parcel of land in the  $W\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$  of Section 3, Township 22 North, Range 20 West of the P.M.M., more particularly described as follows:

Beginning at a point 334.64 feet East of the Quarter corner between Sections 3 and 10, said Township and Range; thence N.  $00^{\circ} 13'$  E. a distance of 269.9 feet to the point of beginning; thence from the point of beginning N.  $00^{\circ}13'$  E. a distance of 192.04 feet; thence N.  $89^{\circ}50'$  W. a distance of 165.70 feet; thence S.  $00^{\circ}23'$  W. a distance of 114.44 feet; thence S.  $64^{\circ}28'$  E. 184.4 feet to the point of beginning, said tract containing 0.591 acres more or less according to the survey thereof. H-194

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

**Exhibit Packet H**

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

PETITION FOR  
ANNEXATION TO THE  
CITY OF POLSON

The undersigned petitioner, who owns 100% percent of the real property described below, hereby petitions the City Council of the City of Polson, pursuant to Section 7-2-4601(3)(a), MCA, for annexation of such real property into the City of Polson. Petitioner agrees that this annexation petition is irrevocable, and that the City may act on this petition, and actually accomplish the annexation of such real property, at any time in the future, without limitation. Petitioner has had an opportunity to review the City of Polson Plan for Extension of Services applicable to such real property and petitioner is satisfied with such Plan. Petitioner states that there is no need to prepare any amended or revised Plan for this annexation pursuant to Sections 7-2-4610, 7-2-4731, and 7-2-4732, MCA, since petitioner is satisfied with the provision of municipal services to such real property.

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED:

SEE EXHIBIT H

Dated this 18<sup>th</sup> day of March, 2022.

Elizabeth S. Thorsrud  
Owner

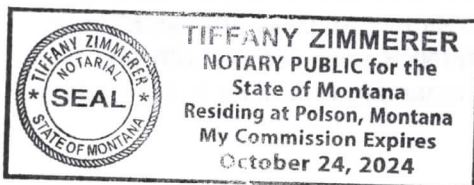
Owner

STATE OF MONTANA )  
 )  
 ) :ss  
County of Lake )

On this 18<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Elizabeth S. Thorsrud and N/A, known to me personally (or proved to me on the basis of satisfactory evidence) to be the person(s) 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)



Printed Name: Tiffany Zimmerer  
Notary Public for the State of Montana Residing  
in Montana  
My Commission expires: October 24, 2024



## **EXHIBIT H**

Property: **S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579** (the vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana).

### **Legal Description**

Beginning at a point which is distant South  $89^{\circ}50'$  East 167.8 feet, and North  $0^{\circ}23'$  East 347.5 feet from the Quarter corner common to Sections 3 and 10, Township 22 North, Range 20 West, P.M.M.; thence North  $0^{\circ}23'$  E. 245.8 feet; thence N.  $89^{\circ}50'$  W. 168.5 feet to the Quarter line of Section 3, Township and Range aforesaid; thence along said Quarter line S.  $0^{\circ}26'$  W. 226.2 feet; thence N.  $75^{\circ}35'$  E. 56.0 feet; thence S.  $73^{\circ}43'$  E. 119.4 feet to the place of beginning, containing 0.875 acres, more or less, as shown-by Deed Exhibit or, plat H-227 on file in the office of the County Clerk and Recorder of Lake County, Montana.

And also an easement twenty (20) feet wide for road purposes, the center line of which is described as follows: Beginning at a point on the North side of the County Highway which point is distant S.  $89^{\circ}50'$  E. 157.8 feet and N.  $0^{\circ}23'$  E. 30 feet from the Quarter corner common to Sections 3 and 10, Township 22 North, Range 20 West, P.M.M.; thence N.  $0^{\circ}23'$  E. 317.5 feet to the southerly line of the property described above.

**SUBJECT TO AND TOGETHER WITH** Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

AGREEMENT FOR ANNEXATION  
AND CITY SEWER SERVICE

THIS AGREEMENT is entered into as of 18<sup>th</sup> day of March, 2023 by

and between the City of Polson, a municipal corporation ("CITY") and

Elizabeth S. Thorsrud

("OWNER"), whose mailing address is

PO Box 324 - 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:

SEE EXHIBIT H

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 one (1) connection 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.

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

**(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.
- (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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The promises, covenants, representations, and waivers provided pursuant to this Paragraph (4) are voluntarily and knowingly given, with full knowledge of the

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

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."

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.

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

**(8) 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.


**(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.

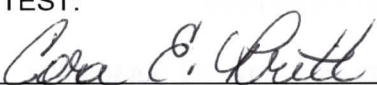
**CITY OF POLSON**

  
\_\_\_\_\_  
City Manager

**OWNER**

  
\_\_\_\_\_  
OWNER

ATTEST:

  
\_\_\_\_\_  
City Clerk



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 11<sup>th</sup> day of July, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Edwin Meece 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.

Printed Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: \_\_\_\_\_

(SEAL)

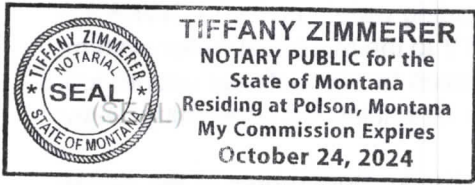
STATE OF MONTANA )  
 )  
:SS  
County of Lake )

On this 18<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Elizabeth S. Thorsrud, 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.

Printed Name: Tiffany Zimmerer  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: October 24, 2024

Tiffany Zimmerer



## **EXHIBIT H**

Property: **S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579** (the vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana).

### **Legal Description**

Beginning at a point which is distant South  $89^{\circ}50'$  East 167.8 feet, and North  $0^{\circ}23'$  East 347.5 feet from the Quarter corner common to Sections 3 and 10, Township 22 North, Range 20 West, P.M.M.; thence North  $0^{\circ}23'$  E. 245.8 feet; thence N.  $89^{\circ}50'$  W. 168.5 feet to the Quarter line of Section 3, Township and Range aforesaid; thence along said Quarter line S.  $0^{\circ}26'$  W. 226.2 feet; thence N.  $75^{\circ}35'$  E. 56.0 feet; thence S.  $73^{\circ}43'$  E. 119.4 feet to the place of beginning, containing 0.875 acres, more or less, as shown-by Deed Exhibit or, plat H-227 on file in the office of the County Clerk and Recorder of Lake County, Montana.

And also an easement twenty (20) feet wide for road purposes, the center line of which is described as follows: Beginning at a point on the North side of the County Highway which point is distant S.  $89^{\circ}50'$  E. 157.8 feet and N.  $0^{\circ}23'$  E. 30 feet from the Quarter corner common to Sections 3 and 10, Township 22 North, Range 20 West, P.M.M.; thence N.  $0^{\circ}23'$  E. 317.5 feet to the southerly line of the property described above.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

AGREEMENT FOR ANNEXATION  
AND CITY WATER SERVICE

THIS AGREEMENT is entered into as of 18<sup>th</sup> day of March, 2022, by and between the City of Polson, a municipal corporation ("CITY") and Elizabeth S. Thorsrud ("OWNER"), whose mailing address is P.O. Box 324, Polson, Mt. 59840 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:

SEE EXHIBIT H

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 one (1) connections to the CITY'S municipal water 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 water system.

**CITY OF POLSON**  
**EXTENSION OF SERVICES PLAN**

**(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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

**(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."

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.

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

**(8) 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.


**(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



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 )  
:SS  
County of Lake )

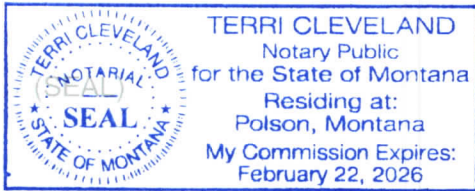
On this 11<sup>th</sup> day of July, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Edwin Meece and CORA E. PRATT, known to me to be the City Manager and City Clerk of the City of Polson, whose name(s) is/are subscribed to the foregoing instrument, 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.

TERRI CLEVELAND

Notary Public for the State of Montana  
Residing in Polson, Montana

My Commission expires: 2/22/26



STATE OF MONTANA )  
 )  
:SS  
County of Lake )

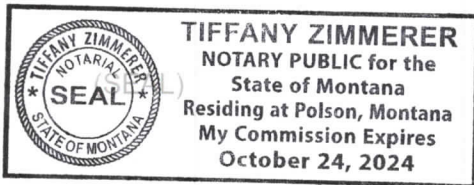
On this 18<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

TIFFANY ZIMMERER

Notary Public for the State of Montana  
Residing in Polson, Montana

My Commission expires: October 24, 2024



## **EXHIBIT H**

Property: **S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579** (the vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana).

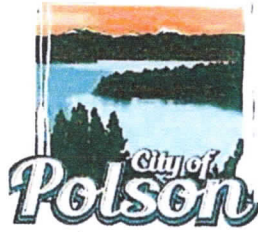
### **Legal Description**

Beginning at a point which is distant South  $89^{\circ}50'$  East 167.8 feet, and North  $0^{\circ}23'$  East 347.5 feet from the Quarter corner common to Sections 3 and 10, Township 22 North, Range 20 West, P.M.M.; thence North  $0^{\circ}23'$  E. 245.8 feet; thence N.  $89^{\circ}50'$  W. 168.5 feet to the Quarter line of Section 3, Township and Range aforesaid; thence along said Quarter line S.  $0^{\circ}26'$  W. 226.2 feet; thence N.  $75^{\circ}35'$  E. 56.0 feet; thence S.  $73^{\circ}43'$  E. 119.4 feet to the place of beginning, containing 0.875 acres, more or less, as shown-by Deed Exhibit or, plat H-227 on file in the office of the County Clerk and Recorder of Lake County, Montana.

And also an easement twenty (20) feet wide for road purposes, the center line of which is described as follows: Beginning at a point on the North side of the County Highway which point is distant S.  $89^{\circ}50'$  E. 157.8 feet and N.  $0^{\circ}23'$  E. 30 feet from the Quarter corner common to Sections 3 and 10, Township 22 North, Range 20 West, P.M.M.; thence N.  $0^{\circ}23'$  E. 317.5 feet to the southerly line of the property described above.

**SUBJECT TO AND TOGETHER WITH** Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

RE:



**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 wave the right to protest a Special Improvement District for curb, gutter, road, sidewalk, and stormwater improvements on, along or by the frontage of the described property, for a period of twenty years from this date.

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

The real property is described as follows:

SEE EXHIBIT H

Otherwise commonly known as:

Signed this 31 day of May, 2022

Elizabeth S. Thorsrud

Owner

Owner

STATE OF Montana )

:SS


County of Lake )

On this 31 day of May, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Elizabeth S. Thorsrud, known to

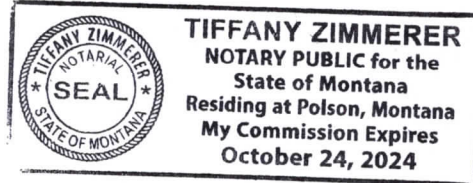


me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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: \_\_\_/\_\_\_/\_\_\_



## **EXHIBIT H**

Property: **S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579** (the vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana).

### **Legal Description**

Beginning at a point which is distant South 89°50' East 167.8 feet, and North 0°23' East 347.5 feet from the Quarter corner common to Sections 3 and 10, Township 22 North, Range 20 West, P.M.M.; thence North 0°23' E. 245.8 feet; thence N. 89°50' W. 168.5 feet to the Quarter line of Section 3, Township and. Range aforesaid; thence along said Quarter line S. 0°26' W. 226.2 feet; thence N. 75°35' E. 56.0 feet; thence S. 73°43' E. 119.4 feet to the place of beginning, containing 0.875 acres, more or less, as shown-by Deed Exhibit or, plat H-227 on file in the office of the County Clerk and Recorder of Lake County, Montana.

And also an easement twenty (20) feet wide for road purposes, the center line of which is described as follows: Beginning at a point on the North side of the County Highway which point is distant S. 89°50' E. 157.8 feet and N. 0°23' E. 30 feet from the Quarter corner common to Sections 3 and 10, Township 22 North, Range 20 West, P.M.M.; thence N. 0°23' E. 317.5 feet to the southerly line of the property described above.

**SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.**

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

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

**WITNESSETH:**

1. Petitioner(s) 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)

SEE EXHIBIT H

(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:

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

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

\_\_\_ 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 31<sup>st</sup> day of May, 2022.

Elizabeth S. Thornd  
(Property Owner/Petitioner)

\_\_\_\_\_  
(Property Owner/Petitioner)

ATTEST: \_\_\_\_\_  
City Clerk

Voting Ward \_\_\_\_\_ Zoning \_\_\_\_\_  
(Subject to later zoning ordinance revisions.)

STATE OF MONTANA )

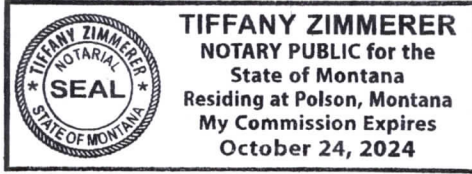
: ss.

County of Lake )

On this 31 day of May, 2022 before me a Notary Public for the State of Montana, personally appeared Elizabeth S. Thornd and NH, known to me to be the persons whose names are subscribed within instrument and acknowledged to me that they executed the same.

ANNEXATION FEE: \$100  
RESOLUTION #938 - 10/17/07

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



*Tiffany Zimmerer*  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

REVIEWED BY CITY OFFICIALS: \_\_\_\_\_  
(Water/Sewer Superintendent)

\_\_\_\_\_  
(Planning Official)                      (Building Inspector)                      (City Manager)

Approved as to form.  
Office of the City Attorney

TO BE PRESENTED TO CITY COMMISSION BY: \_\_\_\_\_

## **EXHIBIT H**

Property: **S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579** (the vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana).

### **Legal Description**

Beginning at a point which is distant South  $89^{\circ}50'$  East 167.8 feet, and North  $0^{\circ}23'$  East 347.5 feet from the Quarter corner common to Sections 3 and 10, Township 22 North, Range 20 West, P.M.M.; thence North  $0^{\circ}23'$  E. 245.8 feet; thence N.  $89^{\circ}50'$  W. 168.5 feet to the Quarter line of Section 3, Township and Range aforesaid; thence along said Quarter line S.  $0^{\circ}26'$  W. 226.2 feet; thence N.  $75^{\circ}35'$  E. 56.0 feet; thence S.  $73^{\circ}43'$  E. 119.4 feet to the place of beginning, containing 0.875 acres, more or less, as shown-by Deed Exhibit or, plat H-227 on file in the office of the County Clerk and Recorder of Lake County, Montana.

And also an easement twenty (20) feet wide for road purposes, the center line of which is described as follows: Beginning at a point on the North side of the County Highway which point is distant S.  $89^{\circ}50'$  E. 157.8 feet and N.  $0^{\circ}23'$  E. 30 feet from the Quarter corner common to Sections 3 and 10, Township 22 North, Range 20 West, P.M.M.; thence N.  $0^{\circ}23'$  E. 317.5 feet to the southerly line of the property described above.

**SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.**

Send to:

### SCENIC LANE SEWER LINE MAINTENANCE AGREEMENT

An Agreement made this 31st day of May, 2022 applicable to the undersigned parcel owners and users,

#### RECITALS

**WHEREAS**, Scenic Lane Sewer Line (hereinafter "Sewer Property") is located under a private road, known as "Scenic Lane," situated in the City of Polson, County of Lake, State of Montana;

**WHEREAS**, the undersigned parcel owners desire to construct a sewer line on and along a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and legally described as follows:

A strip of land 20 feet in width lying West of, parallel with and adjacent to the East boundary line of the W ½ NW ¼ SW ¼ SE ¼ of Section 3, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, EXTENDING from the Burlington Northern (formerly Northern Pacific Railway Company) right of way to U.S. Highway No. 93.

**WHEREAS**, the undersigned parcel owners are the owners or users of the Sewer Property to be situated on a parcel of land, known as Scenic Lane, in City of Polson, County of Lake, State of Montana, and described as follows:

- A. **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 1, ACRES 0.36** and **S03, T22 N, R20 W, C.O.S. 7214, PARCEL 2, ACRES 0.59** (commonly known as 500 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit A;
- B. **S03, T22 N, R20 W, ACRES 0.57, TR IN SWSE H-171 & 1/3 INT IN PRIVATE RD** (commonly known as 501 Scenic Lane, Polson, Montana, owned by Anderson) see legal description Exhibit B;
- C. **S03, T22 N, R20 W, ACRES 0.77, TR IN SW4SE4 H-171 & 1/3 INT IN PRIVATE RD ASSR#000003827** (commonly known as 503 Scenic Lane, Polson, Montana, owned by Matejovsky) see legal description Exhibit C;
- D. **S03, T22 N, R20 W, ACRES 0.505, TR IN SW4SE4 H-194** (commonly known as 505 Scenic Lane, Polson, Montana, owned by Collins) see legal description Exhibit D;
- E. **S03, T22 N, R20 W, TR IN E2SW4SE4 H-761** (commonly known as 1403 Hillcrest Drive, Polson, Montana, owned by O'Halloran) see legal description Exhibit E;
- F. **S03, T22 N, R20 W, ACRES 1.13, PT SW4SE4 SOUTH PORT H-1760 ASSR# 31580** (commonly known as 1325 Hillcrest Drive, Polson, Montana, owned by Thorsrud) see legal description Exhibit F;
- G. **S03, T22 N, R20 W, ACRES 0.59, TR IN W2SW4SW4SE4 SOUTH PORT OF H-194 ASSR# 3625** (commonly known as 1321 Hillcrest Drive, Polson, Montana,



H. S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579  
(vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana, owned by Thorsrud)  
see legal description Exhibit H;

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of installation, maintenance, and improvements to the Sewer Property before the Sewer Property becomes a part of the public sewer utility system for the City of Polson; **FURTHER**, for the Sewer Property to become a public utility system, the Sewer Property must pass inspection by the City of Polson and be certified to the City of Polson standards;

**WHEREAS**, the parties desire a utility easement on Scenic Lane for the installation, maintenance, and improvements to the Sewer Property;

**WHEREAS**, the parties understand that individual connection between the Sewer Property and a parcel are private connections that are each respective parcel owner's responsibility regarding installation, costs, maintenance, improvements; **FURTHER**, the privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system; and

**WHEREAS**, it is agreed on the behalf of the owner, and all assignees, successors, and heirs to each undersigned parcel that this Agreement shall run with the land in perpetuity and all rights and powers given to and obligations imposed upon future grantees and their assignees, successors, and heirs are binding thereupon.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Vehicle and City of Polson Employee Access Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners as defined in Paragraph No. 8 and their occupants, agents, employees, services, and emergency vehicles to maintain the Sewer Property, as well as City of Polson vehicles, and those individuals appointed by the City of Polson to conduct semi-annual sewer line inspection and review.

**2. Utility Easement.** Scenic Lane shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained. Parcel owners agree to record utility easements granted to neighboring parcel owners that are necessary to allow connection to the Sewer Property.

**3. Sewer Line Commission Agent.** A Sewer Line Commission Agent shall be elected by a majority of the parcel owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Sewer Line Agent shall be responsible for monitoring the condition of the Sewer Property, and initiating maintenance activities as needed to maintain the minimum sewer line standards.

**4. Sewer Line and Road Maintenance.** Maintenance and improvements of the Sewer Property Maintenance and Scenic Lane will be undertaken and made whenever necessary to maintain the sewer line and road in good operating condition at all times to insure the provision of safe access by vehicles for maintenance and/or construction purposes. Such vehicles include

private vehicles, the City of Polson vehicles, and emergency vehicles. A majority vote of parcel owners is required for any Sewer Property installation, maintenance, and/or improvements and to accept the bid for any Sewer Property contracts. All Sewer Property installation, maintenance, and/or improvements must include a description of any excavation and/or road resurfacing work, if applicable. Before authorizing expenditures for future sewer line and related road improvements, parcel owners will be notified by the Commission Agent of the cost estimates before a majority vote will be required. If any parcel owner performs installation, improvements, maintenance, repairs, or replacements without the approval of the other parcel owners prior to performing such work, the parcel owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 13 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

5. **Cost Sharing.** Sewer Property installation, maintenance, and improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-mentioned road. For those parcel owners that are adjacent to Scenic Lane, each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Private Road to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. For those parcels that do not access Scenic Lane, but are using the sewer line shall be subject to a negotiated cost share agreed upon by all parcel owners of the sewer line by a majority vote. The Sewer Line Commission Agent shall provide the City an updated copy of the cost allocations at any point that changes are made to the cost allocations.

6. **Prepayment.** Prepayment of installation, maintenance, repairs, and/or improvements costs will be made to the Sewer Line Maintenance Agreement account by each parcel owner associated with the sewer line on Scenic Lane. Annually, on or before a date as specified by the Sewer Line Commission Agent, each parcel owner associated with the Scenic Lane Sewer line will contribute their pro-rated share of the estimated annual cost for sewer line installation, maintenance, repairs, and/or improvements costs, as well as costs for road repairs, maintenance, improvements during private ownership. The Sewer Line Commission Agent shall send each parcel owner a two week notice of the annual payments due.

7. **Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands.

8. **One Vote Per Parcel.** Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e., each parcel represents one vote in the matters covered by this Agreement).

9. **Future Parcels.** During the term of this Agreement, any additional parcels gaining access to the Sewer Property by way of splitting existing parcels will be bound by all terms and conditions of this Agreement and will be required to pay that portion of the maintenance and improvement costs incurred after the split as determined using the formula contained in Paragraph



No. 6 above. If any additional parcels are created after the original Sewer Line Maintenance Agreement is signed, the new parcel owners must also sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record. Any addition parcel created are still subject to subdivision review pursuant to the resolution annexing the parcels described herein.

**10. Checking Account.** The Sewer Line Agent shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed.

**11. Annual Sewer Line Reviews by City.** A sewer line serving three (3) or more lots or parcels shall be part of the City's annual review. The parcel owners will be notified of any observed installations, improvements, repairs, and/or maintenance needed for the sewer line, and installations, improvements, repairs, and/or maintenance must be made by the parcel owners bound by the Sewer Line Maintenance Agreement.

**12. Failure to Make Repairs.** If the installations, improvements, repairs, and/or maintenance are not made within two (2) months from notification (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame), the City of Polson will make the installations, improvements, repairs, and/or maintenance and bill the work to the parcel owners. The cost will include both the City of Polson's expenses for employee time and the contractor's expenses for the actual improvements and/or maintenance. The costs must be fully paid within two (2) months from the date of the invoice (or within a time frame otherwise agreed to by the City Commission or the City Manager, but no more than one (1) year time frame). If the costs are not paid by this time, the city will certify the costs (including both the construction and administrative costs) to the County tax roll, for all parcel owners associated with this Agreement.

**13. Emergency Repairs.** If the City of Polson is made aware of emergency safety conditions associated with the Sewer Property, the City of Polson will attempt to reach the Sewer Line Commission Agent and request that the necessary repairs be completed immediately. However, if the City of Polson is not able to reach the Sewer Line Commission Agent, the City of Polson has the authority to make emergency repairs as needed without further notification of the parcel owners. In such cases, the parcel owners will be notified after the repairs are completed, the notification will contain information about the repairs, costs, and amount due from the parcel owners, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the City of Polson will be as described in Paragraph No. 12 above.

**14. Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the Sewer Property remains a private sewer system.

**15. Private Sewer.** The Sewer Property shall remain a private sewer system until the Sewer Property is inspected and certified by the City of Polson to become a public sewer system. At such time, the necessary parcel owners of this Agreement will convey and deed the Sewer Property to the City of Polson to assume control, maintenance, improvements, and repairs.

**16. Individual Connections.** As long as the Sewer Property is a private sewer system, parcel owners must not construct, install, create, connect, or build individual connections to the

Sewer Property. All individual sewer connections must be constructed, installed, created, connected, or built to the City of Polson Standards for Design & Construction at each respective parcel owner's expense. For the Standards for City of Polson Design & Construction see [www.cityofpolson.com/documents](http://www.cityofpolson.com/documents). The privately installed individual connections from the frontage of the parcel connecting to the Sewer Property must be conveyed and deeded to become part of the public sewer utility system

**17. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

**18. Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners as defined in Paragraph No. 8. Any amendment must be approved in writing by the City Manager or the City Commission of the City of Polson.

**19. Enforcement.** This Agreement may be enforced by a majority of parcel owners as defined in Paragraph No. 8. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party in such action or lawsuit shall be entitled to reasonable attorney fees and costs.

**20. Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party mediator shall be appointed to hear and attempt to resolve the dispute. The decision of the mediator shall not be final and binding on the parcel owners. Contact information for local mediators can be obtained through contacting the Montana State Bar Association. In selecting a third-party mediator, each parcel owner as defined in Paragraph No. 8 shall vote, and the nominee receiving a majority of the votes shall be the mediator. All parties shall share in the cost of any mediation.

**21. Breach.** If the parcel owners fail to maintain this Agreement, then the City of Polson in its discretion may elect to implement an assessment upon the parcel owners for the installation, maintenance, improvements, and/or repairs of the Sewer Property. The City of Polson may use the reimbursement method described in Paragraph No. 12 as an alternative to recover costs.

**22. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

**23. Severability.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

**24. Other Agreements.** This Sewer Line Maintenance Agreement replaces all previous Sewer Line Maintenance Agreements regarding the described Sewer Property.

**25. City Road and Driveway Ordinance.** Scenic Land, a private road, shall be constructed and maintained in accordance with the City of Polson's Road and Driveway Ordinance, Resolution, or state statute or administrative rule.

**26. City Sewer Ordinance.** The Sewer Property shall be constructed and maintained in accordance with the City of Polson's Sewer Ordinance, Resolution, or state statute or administrative rule.

**27. Disclaimer by City.** It is understood and agreed that the City of Polson Commission, the City of Polson, its employees and agents shall not be liable or responsible in any

manner to a developer or the parcel owners as defined in Paragraph No. 8, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

28. **Recording This Document.** Original and amended copies of this Agreement, including added signatures, shall be recorded with Lake County, and a copy of the recorder document shall be provided to the City Clerk by the Road Commission Agent. Recording fees for each parcel shall be paid by each respective parcel owner bound by this Agreement.

29. **Signature Clause.** This Agreement may be executed in any number of counterparts, and this Agreement shall become effective as the date set forth above when fully executed with notarized signatures by all parcel owners.

Signed,

Exhibit H

adjacent to 1321  
Hillcrest Dr.  
Common Property Address  
Polson, MT 59860  
City, State, Zip

Elizabeth S Thorsrud  
Signature

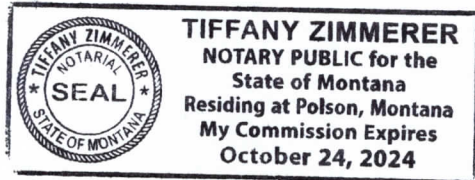
ELIZABETH S. THORSRUD 5.31.22  
Printed Name Date

STATE OF MONTANA )  
 :ss  
County of Lake )

On this 31 day of May, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Elizabeth S Thorsrud, 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.

Tiffany Zimmerer  
Notary Public for the State of Montana

Printed Name of Notary  
Residing at Polson, Montana  
My commission expires:   /  /  



## **EXHIBIT H**

Property: **S03, T22 N, R20 W, ACRES 0.875, TR IN SW4SW4SE4 H-227 ASSR# 31579** (the vacant lot adjacent to 1321 Hillcrest Drive, Polson, Montana).

### **Legal Description**

Beginning at a point which is distant South  $89^{\circ}50'$  East 167.8 feet, and North  $0^{\circ}23'$  East 347.5 feet from the Quarter corner common to Sections 3 and 10, Township 22 North, Range 20 West, P.M.M.; thence North  $0^{\circ}23'$  E. 245.8 feet; thence N.  $89^{\circ}50'$  W. 168.5 feet to the Quarter line of Section 3, Township and Range aforesaid; thence along said Quarter line S.  $0^{\circ}26'$  W. 226.2 feet; thence N.  $75^{\circ}35'$  E. 56.0 feet; thence S.  $73^{\circ}43'$  E. 119.4 feet to the place of beginning, containing 0.875 acres, more or less, as shown-by Deed Exhibit or, plat H-227 on file in the office of the County Clerk and Recorder of Lake County, Montana.

And also an easement twenty (20) feet wide for road purposes, the center line of which is described as follows: Beginning at a point on the North side of the County Highway which point is distant S.  $89^{\circ}50'$  E. 157.8 feet and N.  $0^{\circ}23'$  E. 30 feet from the Quarter corner common to Sections 3 and 10, Township 22 North, Range 20 West, P.M.M.; thence N.  $0^{\circ}23'$  E. 317.5 feet to the southerly line of the property described above.

**SUBJECT TO AND TOGETHER WITH** Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.