

Return to:

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

## CITY OF POLSON

### RESOLUTION NUMBER 2022-006

**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 "Property") known as:

**BOETTCHER TRACTS, S10, T22 N, R20 W, Lot 007, LT 1 of AMD TRS 7-8**  
(commonly known as 802 11<sup>th</sup> Street East, Polson, Montana) see legal description in Exhibit A;

**WHEREAS**, Kenneth and Sherry Koopmans as owner of the above-described parcel, have filed a petition with the City of Polson requesting Annexation of such Property into the corporate boundaries of the City of Polson (see Exhibit Packet A); 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 Property is proposed for immediate development as a single-family dwelling and will require sewer and water services;

**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 understand all immediate developments are subject to the rules, regulations, and requirements of the City, including the provision of Standards for Design & Construction and Relevant Building Codes;

**WHEREAS**, all future developments on the Property are also 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 Property; FURTHER that said services will commence upon the effective date of the annexation;

**WHEREAS**, the parcels described herein are currently zoned County MRZD; 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 15<sup>th</sup> day of August, 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 this property is deemed to be in the best

interest of the City of Polson, the inhabitants thereof and for the future use of the land described herein; FURTHER, such Property is within the development boundary of the City of Polson and such Property is 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 Property is hereby zoned MRZD;

**BE IT FURTHER RESOLVED** that the Property is 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 15<sup>th</sup> day of August 2022.

**EFFECTIVE DATE on the 15<sup>th</sup> of September 2022.**

**THE CITY OF POLSON**

BY:

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

Attest:

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

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



## **EXHIBIT A**

Property: **BOETTCHER TRACTS, S10, T22 N, R20 W, Lot 007, LT 1 of AMD TRS 7-8**  
(commonly known as 802 11<sup>th</sup> Street East, Polson, Montana).

### **Legal Description**

Lot 1 of the Amended Plat of a portion of tracts 7 and 8 of Boettcher Tracts, a platted subdivision location in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 10, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, as described on the plat dedication of said subdivisions on file in the office of the Clerk and Recorder of Lake County, Montana.

SUBJECT TO easements, reservations, restrictions, covenants, conditions and rights-of-ways, either 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 day of October, 2021, by  
and between the City of Polson, a municipal corporation ("CITY") and  
Kenneth E and Sherry Koopmans  
("OWNER"), whose mailing address is  
802 11th St E Polson MT 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:

Lot 1 of the Ammended Plat of a Portion of Tracts 7 and 8 of Boettcher Tracts

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 two (2) connections to the CITY'S municipal sewer system.

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



**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**

  
\_\_\_\_\_  


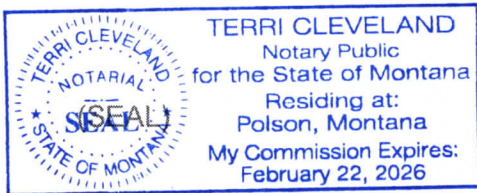


CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 )  
:ss  
County of Lake )

On this 11 day of August, 2022, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Edwin Meece and Cora Peitt, 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.

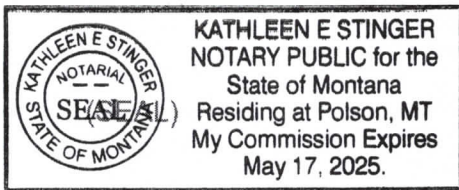


Printed Name: Terri Cleveland  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: 2/22/20

STATE OF MONTANA )  
 )  
:ss  
County of Lake )

On this 18 day of October, 2021, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Kenneth Sherry Kaufman 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: Kathleen E. Stinger  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: May 17, 2025

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

**AGREEMENT FOR ANNEXATION  
AND CITY WATER SERVICE**

THIS AGREEMENT is entered into as of 18 day of October, 2021, by and between the City of Polson, a municipal corporation ("CITY") and Kenneth E Koopmans and Sherry Koopmans ("OWNER"), whose mailing address is 802 11th St E Polson MT 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:

✓ Lot 1 of the Ammended Plat of a portion of Tracts 7 and 8 of Boettcher Tracts

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 ~~two~~ (2) 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.

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(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.

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**(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.

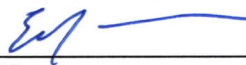
**(9) Partial Invalidity:** Each term, covenant, condition or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue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

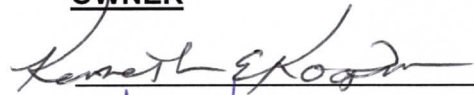

**(11) Attorneys' Fees.** In the event of any litigation to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees as fixed by the court.

**(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.

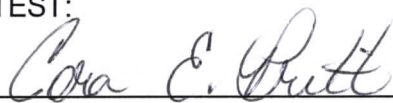
**CITY OF POLSON**

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

**OWNER**

  
\_\_\_\_\_  


ATTEST:

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



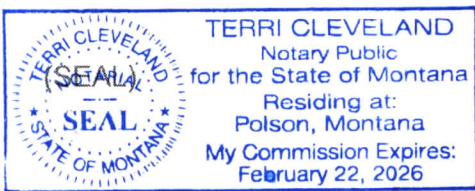
CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
 )  
:ss  
County of Lake )

On this 11 day of August, 2022 before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Edwin Meece and Cora Yritt, 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



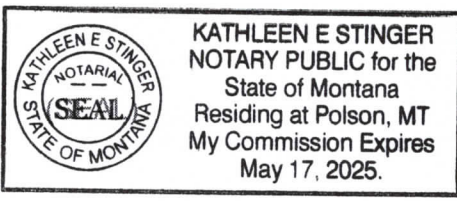
My Commission expires: 2/22/2026

STATE OF MONTANA )  
 )  
:ss  
County of Lake )

On this 18 day of October, 2021, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Kenneth & Sherry Koopman known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

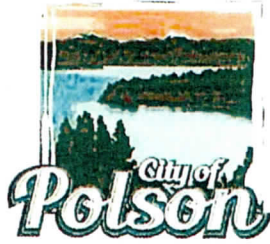
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

Kathleen E Stinger  
Notary Public for the State of Montana  
Residing in Polson, Montana



My Commission expires: May 17, 2025





**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: (attached exhibit if necessary)  
Lot 1 of the Amended Plat of a portion of Tracts 7 and 8  
of Boettcher Tracts

Otherwise commonly known as:

802 11<sup>TH</sup> Street East (address)  
Polson MT 59860 (City, County, State, Zip).  
LAKE COUNTY

Signed this 27 day of July, 2022.

Kenneth E Koopmans  
Owner

Sherry Koopmans  
Owner

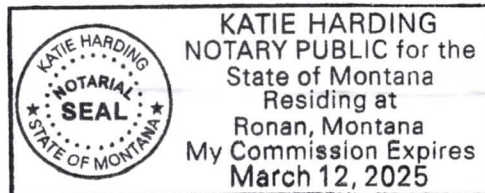
STATE OF Montana )  
 ) :ss  
County of Lake )

On this 27<sup>th</sup> day of July, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared Kenneth + Sherry Koopmans, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

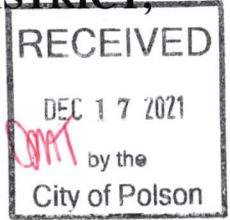
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Katie Harding  
Notary Public for the State of Montana

Printed Name of Notary Katie Harding  
Residing at Polson, Montana  
My commission expires: 03/12/2025



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



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

WITNESSETH:

1. Petitioner(s) KENNETH E & SHERRY KOOPMANS 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)  
Lot 1 of the Amended Plat of a portion of Tracts 7 and 8 of Boettcher Tracts a subdivision in Lake County  
(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,

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

  X   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 17<sup>th</sup> day of December, 2021.

*K. Koopmans*  
(Property Owner/Petitioner)

*Sherry Koopmans*  
(Property Owner/Petitioner)

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

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

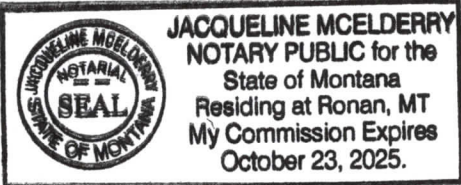
STATE OF MONTANA )

: ss.

County of Lake )

On this 17<sup>th</sup> day of December, 2021 before me a Notary Public for the State of Montana, personally appeared Kenneth Koopmans and Sherry Koopmans, 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.



Jacqueline McElderry  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
(Planning Official)                      (Finance Official)                      (City Manager)

Approved as to form.  
Office of the City Attorney

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

\*\*\* \*\* PROPERTY TAX RECEIPT \*\*\* \*\*

Date: 12/16/21

LAKE COUNTY  
 LAKE COUNTY TREASURER  
 106 4TH AVE EAST  
 POLSON MT 59860  
 (406) 883-7224

Taxpayer ID: 3712  
 Type: REAL  
 Page: 1

Name & Address	TW Rang SC Description
KOOPMANS KENNETH E & SHERRY 802 11TH ST E POLSON MT 59860-3331	Sub/Blk/Lot BOETTCHER TRACT/ / 007 22N/20W /10 BOETTCHER TRACTS, LT 1 OF AMD TRS 7-8 Geo: 3228-10-2-50-02-0000

11/19/21 - CORELOGIC PAID BY WIRE

Year	Int. Date	Tax Date	Tax Amount	Penalty	Interest	Total Amount
21	11/19/21	11/30/21	1,089.17	0.00	0.00	1,089.17
Total for Tax Date			1,089.17	0.00	0.00	1,089.17
Total for 21			1,089.17	0.00	0.00	1,089.17
Total Tax, Penalty and Interest						1,089.17