

Return to:

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

## CITY OF POLSON

### RESOLUTION NUMBER 2023-008

**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:

A portion of the SE4 NW4, section 10, T. 22N., R. 20W., M.P.M., Lake County, Montana. Beginning at a point that bears west 259.80 feet from the southeast corner of said SE4 NW4; thence West 321.00 feet; thence North 431.21 feet; then S. 89°50' E. 321.00 feet thence south 430.28 feet to the point of beginning. (commonly known as 1005 15<sup>th</sup> Avenue East, Polson, Montana);

**WHEREAS**, Einar and Tonnette Allen 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 LRZD; FURTHER, these parcels are situated adjacent to City Commission Voting Ward No. 3, 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 petition for annexation was duly heard by the City Commission upon notice on the 17<sup>th</sup> day of April, 2023; 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 BY THE CITY COMMISSION OF THE CITY OF POLSON** 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 LRZD;

**BE IT FURTHER RESOLVED** that the Property is assigned to City Commission Voting Ward No. 3;

**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 17<sup>th</sup> day of April 2023.

**EFFECTIVE DATE on the 17<sup>th</sup> of May 2023.**

**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 \_\_\_\_\_, 2023, 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: \_\_\_/\_\_\_/\_\_\_

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:

~~SE 1/4 NW 1/4 section 10, T.22 N, R. 20 W~~ PMM  
~~Tract 4~~ see exhibit "A" Lake County

Dated this 5 day of January, 2023

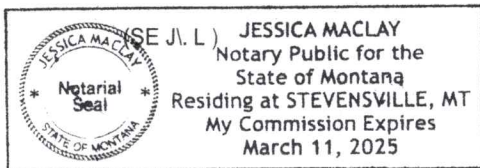
Einar Allen  
Owner

Tonnette Allen  
Owner

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

On this 5 day of January, 2023, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Einar Allen and Tonnette Allen, 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.



Jessica Maclay

Printed Name: Jessica Maclay  
Notary Public for the State of Montana Residing in Montana  
My Commission expires: 03-11-2025

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

**AGREEMENT FOR ANNEXATION  
AND CITY SEWER SERVICE**

THIS AGREEMENT is entered into as of 5 day of January, 2023, by  
and between the City of Polson, a municipal corporation ("CITY") and  
Einar & Toni Alla  
("OWNER"), whose mailing address is  
5353 Sapphire Ridge Rd Florence MT with respect to the following facts:  
59833

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"

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**

  
\_\_\_\_\_  
Annette Allen

ATTEST:

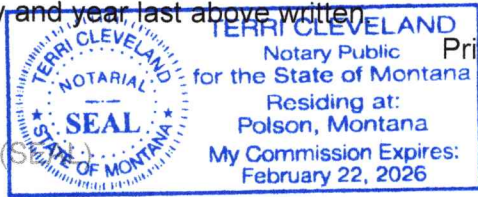
  
\_\_\_\_\_  
Cora E. Pruitt  
City Clerk

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

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

On this 11 day of April, 2023 before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Cora Pitt and Ed Meece, 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: Feb, 22, 2026

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

Printed Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: \_\_\_\_\_

(SEAL)



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

STATE OF MONTANA )  
                    *Ravalli*                   :SS  
County of ~~Lake~~                    )

On this 5 day of Jan, 20 23, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Einar Allen and Tonnette Allen, 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)

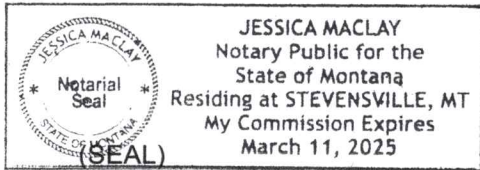
STATE OF MONTANA )  
                    *Ravalli*                   :SS  
County of ~~Lake~~                    )

On this 5 day of January, 20 23, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Einar & Tonnette Allen, 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.

*Jessica Maclay*

Printed Name: Jessica Maclay  
Notary Public for the State of Montana  
Residing in Polson, Montana  
My Commission expires: 03-11-2025



CITY OF POLSON  
EXTENSION OF SERVICES PLAN

AGREEMENT FOR ANNEXATION  
AND CITY WATER SERVICE

THIS AGREEMENT is entered into as of 5 day of January, 2023,  
by and between the City of Polson, a municipal corporation

("CITY") and Einar + Toni Allen

("OWNER"), whose mailing address is

5353 Sapphire Ridge Rd. Florence Mt. 59833 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"

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.

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(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.

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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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**(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.

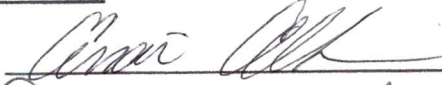
**(11) Attorneys' Fees.** In the event of any litigation to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees as fixed by the court.

**(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.

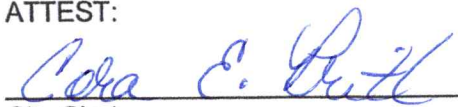
**CITY OF POLSON**

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

**OWNER**

  
\_\_\_\_\_  
Donnette Adler

ATTEST:

  
\_\_\_\_\_  
Cora E. Puth  
City Clerk

CITY OF POLSON  
EXTENSION OF SERVICES PLAN

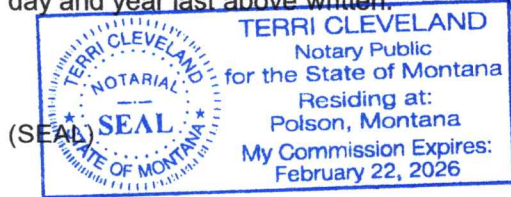
STATE OF MONTANA

County of Lake )

:ss

On this 11 day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Cora Pritt and Ed Meese, 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: Feb 22, 2026

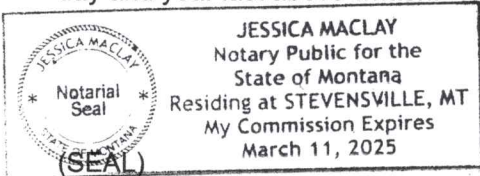
STATE OF MONTANA )

County of Barabli )

:ss

On this 5 day of January, 2023, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Einar Tommette Allen, 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.



Jessica MacLay  
Jessica MacLay  
Notary Public for the State of Montana  
Residing in Polson, Montana  
Stevensville

My Commission expires: 03-11-2025



**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)

see Exhibit "A"

Otherwise commonly known as:

1005 15<sup>th</sup> Ave. E. (address)

Polson mt. 59860 (City, County, State, Zip).

Signed this 5 day of January, 2023

*Ami All*  
Owner

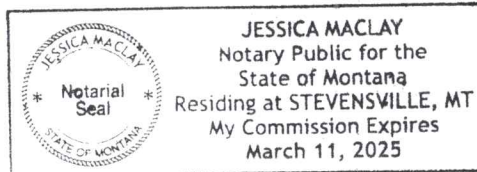
*Torrette Allen*  
Owner

STATE OF Montana  
County of  Ravalli  :ss

On this 5 day of Jan., 2023 before me the undersigned Notary Public for the State of Montana, personally appeared Einar : Torrette Allen, 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.

*Jessica MacLay*  
Notary Public for the State of Montana  
Jessica MacLay  
Printed Name of Notary  
Residing at Polson, Montana  
My commission expires: 3/11/25



**NOTICE OF WITHDRAWAL FROM POLSON RURAL FIRE DISTRICT, AND PETITION FOR ANNEXATION  
ANNEXATION FEE: \$100.00 RESOLUTION #938-10/17/2007**

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

**WITNESSETH:**

1. Petitioner(s) Einar & Tonia Allen are owners of the following described tract of land located outside the exterior boundaries of the City of Polson:

(describe or attach a copy of deed showing legal description)

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 77-33-2127, MCA, 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, MCA., 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 5 day of January, 20 23  
[Signature] (Property Owner/Petitioner) [Signature] (Property Owner/Petitioner)  
\_\_\_\_\_  
Voting Ward \_\_\_\_\_ Zoning \_\_\_\_\_

ATTEST: City Clerk (Subject to later zoning ordinance revisions)

STATE of Montana )  
Notary Public  
County of Lake

On this 5 day of January, 20 23 before me a Notary Public for the State of Montana, personally appeared Einar Allen and Tonnette Allen, known to me to be the persons whose names are subscribed within instrument and acknowledged to me that they executed the same.

Jessica MacLay My Commission Expires: 03-11-2025  
Notary Public for the State of Montana Residing in Polson, Montana

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.



JESSICA MACLAY  
Notary Public for the  
State of Montana  
Residing at STEVENSVILLE, MT  
My Commission Expires  
March 11, 2025

Jessica MacLay  
Notary Public for the State of Montana  
Residing at Stevensville, MT  
My commission expires: 03-11-2025

REVIEWED BY CITY OFFICIALS:

[Signature]  
(Water/Sewer Superintendent)

[Signature]  
(Planning Official)

[Signature]  
(Building Inspector)

[Signature]  
(City Manager)

Approved as to form.  
Office of the City Attorney

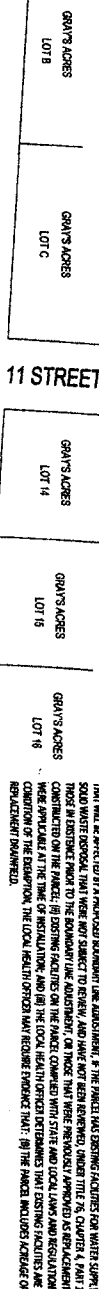
TO BE PRESENTED TO CITY COMMISSION BY: DAVE MICKIE



Exhibit A

# CERTIFICATE OF SURVEY

LOCATED IN A PORTION OF THE SE 1/4 NW 1/4  
SECTION 10, T.22 N, R.20 W., P.M.M., LAKE COUNTY, MT.



### LEGEND

- DENOTES SETBACK REAR WITH 1 1/4" TRC
- DENOTES FOUND AS NOTED
- DENOTES ANGLE POINT, NOTHING FOUND ON SET.
- DENOTES OWNERSHIP
- DENOTES POINT OF BEGINNING

### CERTIFICATE OF SURVEY

DATE OF SURVEY 5-10-2017

BASES OF BEARING: NAD 83 GRID NAD 83  
DATE OF SURVEY 5-10-2017

SCALE 1" = 60'

LAKE COUNTY REGISTERED PROFESSIONAL LAND SURVEYOR  
MARC L. CROSTERS  
3901 S  
BOZEMAN, MONTANA  
715-712

LOT 13  
COSA HEIGHTS

LOT 14  
COSA HEIGHTS

LOT 15  
COSA HEIGHTS

LOT 16  
COSA HEIGHTS

LOT 17  
COSA HEIGHTS

LOT 18  
COSA HEIGHTS

LOT 19  
COSA HEIGHTS

LOT 20  
COSA HEIGHTS

### PURPOSE OF SURVEY & OWNERS' CERTIFICATE:

THE UNDERSIGNED LANDOWNERS JOINTLY HEREBY CERTIFY THAT THIS SURVEY IS BEING PREPARED FOR THE PURPOSE OF RECORDING COMMON SUBDIVISION LINES BETWEEN ADJOINING PROPERTIES.

TRACTS 1 AND 2 ARE EXCLUDED FROM SWAMITON REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO AMI 17.28.02(1) AND THAT WILL BE AFFECTED BY A PROPOSED BOUNDARY LINE ADJUSTMENT. IF THE PARCELS ARE BOUNDARIED FOR WATER SUPPLY, WINDPOWER DEVELOPMENT, SPECIAL ZONING, OR SOLID WASTE DEVELOPMENT THAT WERE NOT SUBJECT TO REVIEW, AND HAVE NOT BEEN REVIEWED, UNDER TITLE 15, CHAPTER 4, PART 1, M.C.A. AND 2 (1) AND 3 (1) AND 4 (1) AND 5 (1) AND 6 (1) AND 7 (1) AND 8 (1) AND 9 (1) AND 10 (1) AND 11 (1) AND 12 (1) AND 13 (1) AND 14 (1) AND 15 (1) AND 16 (1) AND 17 (1) AND 18 (1) AND 19 (1) AND 20 (1) OF TITLE 15, CHAPTER 4, PART 1, M.C.A., THE PARCELS WILL BE BOUNDARIED WITH STATE AND FEDERAL LAND MANAGEMENT REGULATIONS, INCLUDING PRIVATE REQUIREMENTS, WHICH WERE APPLICABLE AT THE TIME OF BOUNDARY DETERMINATION. THE BOUNDARY DETERMINATION WILL BE SUBJECT TO THE REQUIREMENTS OF THE BOUNDARY DETERMINATION ACT (BDA) AND THE BOUNDARY DETERMINATION RULES (BDR) AND THE BOUNDARY DETERMINATION ACT AND RULES WILL BE APPLIED TO THE PARCELS IN ACCORDANCE WITH THE BOUNDARY DETERMINATION ACT AND RULES.

TRACTS 3 AND 4 ARE EXCLUDED FROM SWAMITON REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO AMI 17.28.02(1) AS A PARCELS THAT HAS A PREVIOUS APPROVED ISSUED UNDER TITLE 17, CHAPTER 4, PART 1, M.C.A. (1) ON PARCELS OTHER THAN THOSE PREVIOUSLY APPROVED FOR WELL BE CONSIDERED FOR THE PARCELS, AND (2) THE DIMENSION OF LAND WILL NOT CAUSE APPROVED FACILITIES TO DEVIATE FROM THE CONDITIONS OF APPROVAL, IN VIOLATION OF 17-4-101, M.C.A.

### LEGAL DESCRIPTIONS

TRACT 1, ALL OF THAT TRACT RECORDED BEING REFINED NO. 588745, A PORTION OF TRACT C, COS NO. 2882, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID REED TRACT 2108; THENCE ALONG THE NORTHEAST CORNER OF SAID REED TRACT 2108 FOR 100.00', THENCE ALONG THE WEST LINE OF ACRES RECORDED COS NO. 2882, THENCE WEST 18° 47' 57" FOR 100.00', TO THE POINT OF BEGINNING; THE AREA BEING 0.43 ACRES, SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND EASEMENTS, APPURTENANT OR OF RECORD.

TRACT 2, ALL OF THAT TRACT RECORDED BEING REFINED NO. 588745, A PORTION OF TRACT C, COS NO. 2882, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID REED TRACT 2108; THENCE ALONG THE NORTHEAST CORNER OF SAID REED TRACT 2108 FOR 100.00', THENCE ALONG THE WEST LINE OF ACRES RECORDED COS NO. 2882, THENCE WEST 18° 47' 57" FOR 100.00', TO THE POINT OF BEGINNING; THE AREA BEING 0.43 ACRES, SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND EASEMENTS, APPURTENANT OR OF RECORD.

TRACT 3, ALL OF THAT TRACT RECORDED BEING REFINED NO. 588745, A PORTION OF TRACT C, COS NO. 2882, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID REED TRACT 2108; THENCE ALONG THE NORTHEAST CORNER OF SAID REED TRACT 2108 FOR 100.00', THENCE ALONG THE WEST LINE OF ACRES RECORDED COS NO. 2882, THENCE WEST 18° 47' 57" FOR 100.00', TO THE POINT OF BEGINNING; THE AREA BEING 0.43 ACRES, SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND EASEMENTS, APPURTENANT OR OF RECORD.

TRACT 4, A PORTION OF TRACT C, COS NO. 2882, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID REED TRACT 2108; THENCE ALONG THE WEST LINE OF SAID COS NO. 2882, THENCE SOUTH 89° 23' 37" FOR 100.00', THENCE WEST 22° 35' FOR 100.00', THENCE ALONG THE SOUTH LINE OF SAID TRACT C, COS NO. 2882, THENCE SOUTH 89° 23' 37" FOR 100.00', THENCE WEST 22° 35' FOR 100.00', TO THE POINT OF BEGINNING; THE AREA BEING 0.43 ACRES, SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND EASEMENTS, APPURTENANT OR OF RECORD.

TRACT 5, A PORTION OF TRACT C, COS NO. 2882, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID REED TRACT 2108; THENCE ALONG THE WEST LINE OF SAID COS NO. 2882, THENCE SOUTH 89° 23' 37" FOR 100.00', THENCE WEST 22° 35' FOR 100.00', THENCE ALONG THE SOUTH LINE OF SAID TRACT C, COS NO. 2882, THENCE SOUTH 89° 23' 37" FOR 100.00', THENCE WEST 22° 35' FOR 100.00', TO THE POINT OF BEGINNING; THE AREA BEING 0.43 ACRES, SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND EASEMENTS, APPURTENANT OR OF RECORD.

TRACT 6, A PORTION OF TRACT C, COS NO. 2882, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID REED TRACT 2108; THENCE ALONG THE WEST LINE OF SAID COS NO. 2882, THENCE SOUTH 89° 23' 37" FOR 100.00', THENCE WEST 22° 35' FOR 100.00', THENCE ALONG THE SOUTH LINE OF SAID TRACT C, COS NO. 2882, THENCE SOUTH 89° 23' 37" FOR 100.00', THENCE WEST 22° 35' FOR 100.00', TO THE POINT OF BEGINNING; THE AREA BEING 0.43 ACRES, SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND EASEMENTS, APPURTENANT OR OF RECORD.

### DIANA L. TERBORCK

NOTARY PUBLIC for the State of Montana  
My Commission Expires March 17, 2021

STATE OF MONTANA  
COUNTY OF LAKE  
ON THIS 10<sup>th</sup> DAY OF May 2017  
BEFORE ME PERSONALLY APPEARED  
JANIE E WHELSON  
WALTER THROSS  
AND PATRICK THROSS  
KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED TO ME THEY EXECUTED THE SAME

STATE OF MONTANA  
COUNTY OF LAKE  
ON THIS 10<sup>th</sup> DAY OF May 2017  
BEFORE ME PERSONALLY APPEARED  
DAWN E WHELSON  
AND PATRICK THROSS  
KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED TO ME THEY EXECUTED THE SAME

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