

Return to:

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

CITY OF POLSON

RESOLUTION NUMBER 2024-002

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:

Tract of Land Located in the W ½ SE ¼ SE ¼ of Section 2, Township 22, North, Range 20 West, P.M.M., Lake County, Montana, further shown and described as being Tract A1 on Certificate of Survey No. 7465, on File in the Office of the Clerk and Recorder of Lake County, Montana.

WHEREAS, Dream Island, LLC, as 66.7% owner and Glen and Marlene Hayes being 33.3% owner of the above-described parcel, have filed petitions 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 of storage facilities that require municipal 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 Low Density Residential (LRZD) that will be amended to Highway Commercial (HCZD) upon annexation; FURTHER, notice of public hearing was circulated on December 21, 2023, in the Lake County Leader; FURTHER, the noticed public hearing was held with the City-County Planning Board on January 9, 2024, at 6:00 p.m., held open to the public in accordance with MCA 76-2-303, where the Planning Board adopted the recommendations of the Staff report in favor of zoning the property as HCZD consistent with the zoning requirements recommended in the City of Polson 2016 Growth Policy;

FURTHER, this property is 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 petition for annexation was duly heard by the City Commission upon notice on the 17th day of January, 2024; **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 tract of real property herein described;

BE IT FURTHER RESOLVED that the Property is hereby zoned HCZD consistent with the zoning requirements recommended in the City of Polson 2016 Growth Policy;

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 17th day of January 2024.

EFFECTIVE DATE on the 17th of February 2024.

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 _____, 2024, 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.

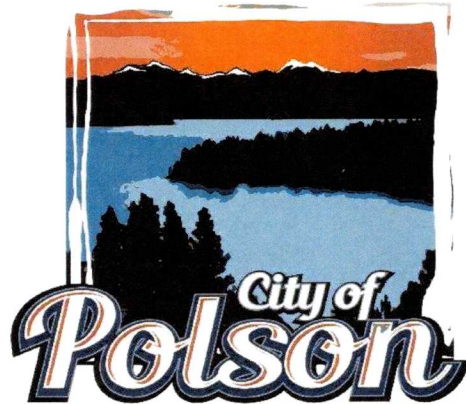
Notary Public for the State of Montana

Printed Name of Notary
Residing at Polson, Montana
My commission expires: ___/___/___

RECEIVED

OCT 16 2023

gmt



ANNEXATION PACKET (version 1/20/23)

All documents included in this packet must be printed one-sided, completed, signed, and returned to the Community Development Director, City of Polson, 106 First Street East, Polson, Montana, 59860. Upon review for completeness, the Community Development Director will advise the applicant(s) of any further information needed and/or discuss the process for advancing the annexation request to the Polson City Commission for consideration and potential approval.

- Petition for Annexation
- Services Agreement – Water
- Services Agreement – Sewer
- Waiver of Protest to Special Improvement District
- Notice of Withdrawal from Polson Rural Fire District

When evaluating requests for annexation, staff and the Polson City Commission will refer to the 2016 Polson Growth Policy, 2015 Polson Extension of Services Plan, most recent Capital Improvement Plan, and other relevant and guiding documents, plans, policies, and ordinances.

CITY OF POLSON
EXTENSION OF SERVICES PLAN

PETITION FOR ANNEXATION
INTO THE CITY OF POLSON

66.7%

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 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

Street Address: NHN MT Hwy 35, Polson, MT 59860

Dated this 10TH day of October, 2023.

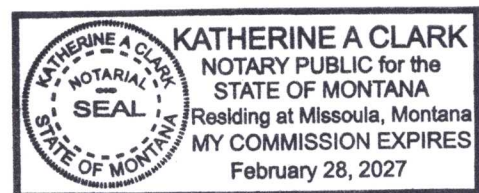
<u>Claire Matten, Managing Member</u> Owner	Owner
Claire Matten, Managing Member	
Printed Name	Printed Name

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

On this 10th day of October, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Claire Matten, managing member and _____, 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 this certificate first above written.

Katherine A Clark
Notary Public for the State of Montana
Katherine A Clark
Printed Name of Notary
Residing at Polson, Montana missoula, montana
My commission expires: 02/28/27



CITY OF POLSON
EXTENSION OF SERVICES PLAN

**AGREEMENT FOR ANNEXATION
AND CITY SEWER SERVICE**

THIS AGREEMENT is entered into as of 10th day of October, 2023, by and between the City of Polson, a municipal corporation ("CITY") and Dream Island, LLC ("OWNER"), whose mailing address is 21 Virginia Drive, Missoula, MT 59803 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 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 requests to have OWNER'S REAL PROPERTY annexed to the CITY, pursuant to Title 7-2-4601 , et. seq., MCA, or any successor statute. OWNER agrees that the CITY may act on this request at any time, 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 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 OWNER'S legal rights. OWNER'S 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 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, each party shall pay their own attorney's fees.

(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



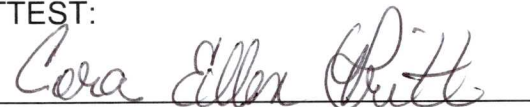
City Manager

OWNER



Owner

ATTEST:



City Clerk

Owner

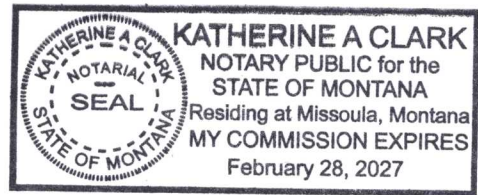
CITY OF POLSON
EXTENSION OF SERVICES PLAN

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

On this 10th day of October, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Claire Motten and _____, 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 this certificate first above written.

Katherine A Clark
Notary Public for the State of Montana
Katherine A Clark
Printed Name of Notary
Residing at Polson, Montana Missoula, Montana
My commission expires: 02/28/27

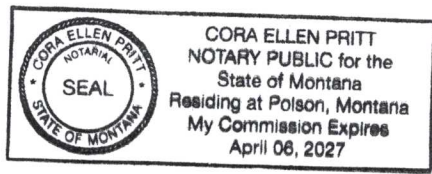


STATE OF MONTANA)
)
) :SS
County of Lake)

On this 10th day of January, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Ed Meice, known to me to be the City Manager 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 this certificate first above written.

Cora Ellen Pritt
Notary Public for the State of Montana
Cora ELLEN PRITT
Printed Name of Notary
Residing at Polson, Montana
My commission expires: 04/06/27



CITY OF POLSON
EXTENSION OF SERVICES PLAN

**AGREEMENT FOR ANNEXATION
AND CITY WATER SERVICE**

THIS AGREEMENT is entered into as of 10TH day of October, 2023, by and between the City of Polson, a municipal corporation ("CITY") and Dream Island, LLC ("OWNER"), whose mailing address is 21 Virginia Drive, Missoula, MT 59803 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 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 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 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 OWNER 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 Title 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 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, each party shall pay their own attorney's fees.

(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

Owner

CITY OF POLSON
EXTENSION OF SERVICES PLAN

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

On this 10th day of October, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Chaire matten and _____, 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 this certificate first above written.

Katherine A Clark

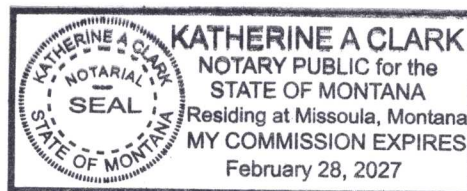
Notary Public for the State of Montana

Katherine A Clark

Printed Name of Notary

Residing at ~~Polson, Montana~~ Missoula, Montana

My commission expires: 02/28/27



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

On this 10th day of January, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Ed Space, known to me to be the City Manager 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 this certificate first above written.

Cora Ellen Pritt

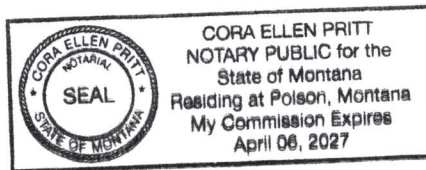
Notary Public for the State of Montana

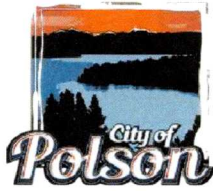
CORA ELLEN PRITT

Printed Name of Notary

Residing at Polson, Montana

My commission expires: 04/06/27





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 of protest is independent from all other agreements and is supported by sufficient consideration to which the undersigned are parties, and shall run with the land, for the time stated, and shall be binding upon the undersigned, and all successors, 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 legal description)

SEE **EXHIBIT** A

Otherwise commonly known as:

NHN MT Hwy 35 (Street Address)

Polson, Lake, MT, 59860 (City, County, State, Zip).

Signed this 10th day of October, 2023.

Claire Matten
Owner

Owner

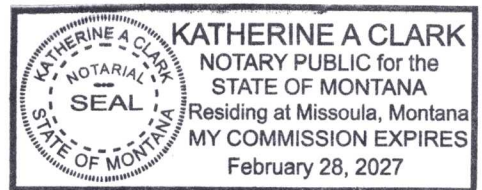
STATE OF Montana)
:ss
County of Missoula)

On this 10th day of October, 2023, before me the undersigned Notary Public for the State of Montana, personally appeared Claire Matten, 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.

Katherine A Clark
Notary Public for the State of Montana
Katherine A Clark

Printed Name of Notary
Residing at Polson, Montana Missoula, Montana
My commission expires: 02/28/27



CITY OF POLSON

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

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

WITNESSETH:

1. Petitioner(s) Dream Island, LLC are owners of the following described tract of land located outside the exterior boundaries of the City of Polson (attach legal description):

SEE EXHIBIT A

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. Petitioner(s) enter this Petition pursuant to the provisions of Section 7-2-4601 et seq. 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,

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 10th day of October, 2023.

Owner [Signature]

Owner

ATTEST: City Clerk

Voting Ward: 2 Zoning: HCU (Subject to later zoning ordinance revisions)

CITY OF POLSON

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

On this 10th day of October, 20 23, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Claire Matten and _____, 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 this certificate first above written.

Katherine A Clark

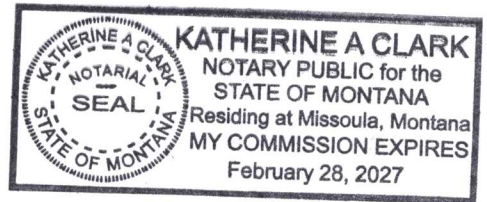
Notary Public for the State of Montana

Katherine A Clark

Printed Name of Notary

Residing at Polson, Montana Missoula, Montana

My commission expires: 02/28/27



CITY OF POLSON OFFICIAL USE ONLY

Reviewed by: [Signature]
City Manager

[Signature]
Community Dev. Director

[Signature]
Water/Sewer Superintendent

[Signature]
Building Inspector

TO BE PRESENTED TO CITY COMMISSION BY: City Atty Dave Michie

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 _____
Glen and Madene Hayes ("OWNER"), whose mailing address is _____ 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 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 requests to have OWNER'S REAL PROPERTY annexed to the CITY, pursuant to Title 7-2-4601 , et. seq., MCA, or any successor statute. OWNER agrees that the CITY may act on this request at any time, 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 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 OWNER'S legal rights. OWNER'S 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 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.

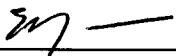
(9) **Partial Invalidity:** Each term, covenant, condition or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue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

(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:

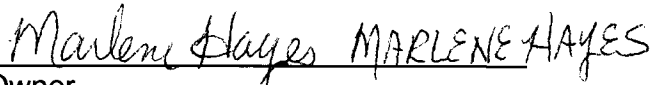


City Clerk

OWNER



Owner



Owner

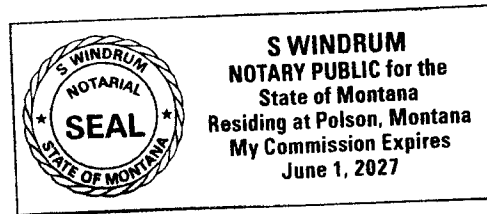
CITY OF POLSON
EXTENSION OF SERVICES PLAN

STATE OF MONTANA)
)
:SS
County of Lake)

On this 29th day of November, 20 23, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Glen Hayes and MARlene Hayes, 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 this certificate first above written.

S Windrum
Notary Public for the State of Montana
S. WINDRUM
Printed Name of Notary
Residing at Polson, Montana
My commission expires: 06/01/23

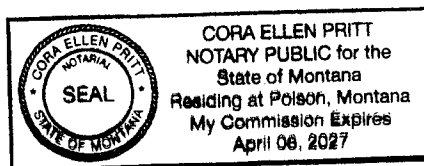


STATE OF MONTANA)
)
:SS
County of Lake)

On this 10th day of January, 20 24, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Ed Morse, known to me to be the City Manager 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 this certificate first above written.

Cora Ellen Pritt
Notary Public for the State of Montana
CORA ELLEN PRITT
Printed Name of Notary
Residing at Polson, Montana
My commission expires: 04/06/27



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 _____
Alan and Madlene Hayes ("OWNER"), whose mailing address is _____ 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 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 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 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 OWNER 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 Title 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 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, each party shall pay their own attorney's fees.

(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



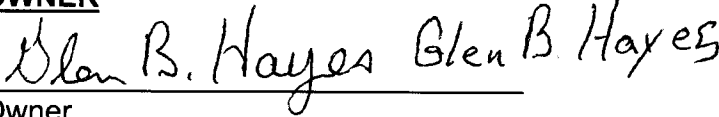
City Manager

ATTEST:

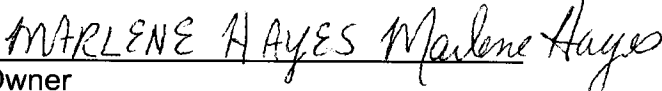


City Clerk

OWNER



Owner



Owner

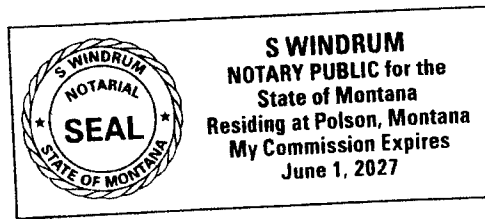
CITY OF POLSON
EXTENSION OF SERVICES PLAN

STATE OF MONTANA)
)
 :SS
County of Lake)

On this 29th day of November, 2023 before me, the undersigned, a Notary Public for the State of Montana, personally appeared Glen Hayes and Marlene Hayes, 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 this certificate first above written.

S Windrum
Notary Public for the State of Montana
S. WINDRUM
Printed Name of Notary
Residing at Polson, Montana
My commission expires: 06 / 01 / 2027

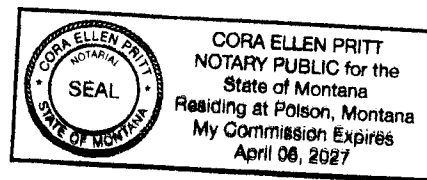


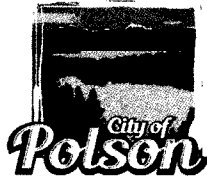
STATE OF MONTANA)
)
 :SS
County of Lake)

On this 10th day of January, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Ed Kwoce, known to me to be the City Manager 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 this certificate first above written.

Cora Ellen Pritt
Notary Public for the State of Montana
CORA ELLEN PRITT
Printed Name of Notary
Residing at Polson, Montana
My commission expires: 04 / 08 / 27





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 of protest is independent from all other agreements and is supported by sufficient consideration to which the undersigned are parties, and shall run with the land, for the time stated, and shall be binding upon the undersigned, and all successors, 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 legal description)

SEE EXHIBIT A

Otherwise commonly known as:

_____ (Street Address)
_____ (City, County, State, Zip).

Signed this 29 day of November, 2023.

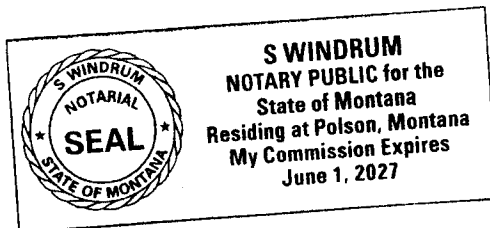
Glen B. Hayes Glen B. Hayes Marlene Hayes MARLENE HAYES
Owner Owner

STATE OF Montana)
County of Lake) :ss

On this 29th day of November, 2023 before me the undersigned Notary Public for the State of Montana, personally appeared Glen + Marlene Hayes, 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.

S Windrum
Notary Public for the State of Montana
S. WINDRUM
Printed Name of Notary
Residing at Polson, Montana
My commission expires: 06 / 01 / 23



CITY OF POLSON

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

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

WITNESSETH:

1. Petitioner(s) Glen and Marlene Hayes are owners of the following described tract of land located outside the exterior boundaries of the City of Polson (attach legal description):

SEE EXHIBIT A

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. Petitioner(s) enter this Petition pursuant to the provisions of Section 7-2-4601 et seq. 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 29 day of November, 2023.

Glen B. Hayes Glen B Hayes
Owner

Marlene Hayes GLEN MARLENE HAYES
Owner

ATTEST:

City Clerk

Voting Ward: 2 Zoning: HCLZD
(Subject to later zoning ordinance revisions)

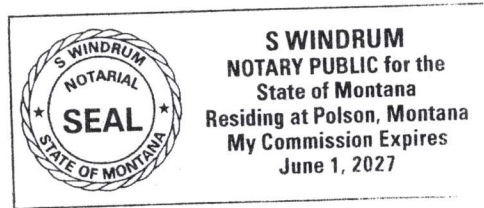
CITY OF POLSON

STATE OF MONTANA)
 :SS
 County of Lake)

On this 29 day of November, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Alan Hayes and Marlene Hayes, 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 this certificate first above written.

S Windrum
Notary Public for the State of Montana
S. WINDRUM
Printed Name of Notary
Residing at Polson, Montana
My commission expires: 06 / 01 / 27



CITY OF POLSON OFFICIAL USE ONLY

Reviewed by:

[Signature]
City Manager

[Signature]
Community Dev. Director

[Signature]
Water/Sewer Superintendent

[Signature]
Building Inspector

TO BE PRESENTED TO CITY COMMISSION BY: City Atty DAVE MICHIE

STATE OF MONTANA LAKE COUNTY

RECORDED: 08/23/2023 3:56 KOI: DEED

KENDRA STEELE CLERK AND RECORDER

FEE: \$24.00 BY: *Kyla Krastens, Dep.*

TO:

Return To:

Lionhart, LLC

Attn: Claire Matten

21 Virginia Drive

Missoula, MT 59803

1083519-PO**WARRANTY DEED**

FOR VALUE RECEIVED, Glen B. Hayes and Marlene Marsh Hayes, of 40475 MT Highway 35, Polson, Montana 59860 ("GRANTORS"), hereby grant, bargain, sell and convey unto:

DREAM ISLAND, LLC, a Montana limited liability company
21 Virginia Drive
Missoula, Montana 59803

("GRANTEE"), its heirs and assigns, an undivided sixty-six and seven-tenths (66.7%) fee title interest in and to the following described premises in Lake County, Montana (following the recording of this deed GRANTORS shall retain an undivided thirty-three and three-tenths (33.3%) fee title interest in and to the following described premises in Lake County, Montana):

TRACT OF LAND LOCATED IN THE W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 22 NORTH, RANGE 20 WEST, P.M.M., LAKE COUNTY, MONTANA, FURTHER SHOWN AND DESCRIBED AS BEING TRACT A1 ON CERTIFICATE OF SURVEY NO. 7465, ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF LAKE COUNTY, MONTANA.

(said undivided 66.7% fee title interest being the "premises")

7

TO HAVE AND TO HOLD the said premises, with its appurtenances and easements apparent or of record, unto the said GRANTEE, its heirs and assigns, forever.

SUBJECT TO:

- (A) Easements, rights of way, restrictions, reservations, conditions, and burdens of record;

uq

Exhibit A

606797

- (B) Easements, rights of way, encroachments which are apparent on inspection of the premises or which would be disclosed by a survey of the premises;
- (C) Laws, ordinances, and regulations relating to zoning, land use, environmental protection, and building;
- (D) Reservations made in patents or in acts authorizing the issuance of patents;
- (E) Taxes and assessments which are not yet due and payable; and
- (F) Exceptions 14 through 19, as reflected on attached Exhibit 1, which is incorporated herein by this reference.

GRANTORS covenant with GRANTEE that GRANTORS are now seized in fee simple absolute of said premises; that GRANTORS have full power to convey same; that the same is free from all encumbrances excepting those set forth above; that GRANTEE shall enjoy the same without any lawful disturbance; that GRANTORS will, on demand, execute and deliver to GRANTEE, at the expense of GRANTORS, any further assurance of the same that may be reasonably required; and, with the exceptions set forth above, that GRANTORS warrant to GRANTEE and will defend for GRANTEE all the said premises against every person lawfully claiming all or any interest in same.

DATED: 8/18/2023

Glen B. Hayes
GLEN B. HAYES

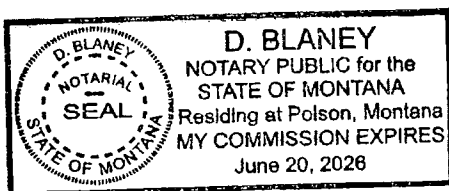
DATED: 8/18/2023
MMH

Marlene Marsh Hayes
MARLENE MARSH HAYES

STATE OF MONTANA)
County of Lake) ss.

On this 18th day of August, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Glen B. Hayes and Marlene Marsh Hayes, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he/she respectively executed the same.

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



[Signature]

Exhibit A

606797

EXHIBIT 1 TO WARRANTY DEED

14. Any loss or claim based on the assertion that the irrigation canal has moved.
15. Any right, title, or interest of third parties in and to the irrigation canal, including but not limited to any access or secondary easement rights in favor of third parties for the continued use and maintenance of the canal.
16. Easement for Highway Right of Way granted to the State of Montana, recorded September 26, 1939 in Book 9, Page 242 .
17. This exception was intentionally removed.
18. Provisions in deed to John G. and Leona E. Fischer, recorded March 18, 1983 as Instrument No. 273419.
19. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Certificate of Survey Nos. 3590, 6223, 7213 and 7465, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Exhibit A