

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**

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 ____

Street Address: _____

Dated this _____ day of _____, 20 ____.

Owner	Owner
Printed Name	Printed Name

STATE OF MONTANA)
 :ss
County of Lake)

On this ____ day of _____, 20 __, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ 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.

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
**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 _____ ("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 _____

- 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

OWNER

City Manager

Owner

ATTEST:

Owner

City Clerk

CITY OF POLSON
EXTENSION OF SERVICES PLAN

STATE OF MONTANA)
 :SS
County of Lake)

On this ____ day of _____, 20 __, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ 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.

Notary Public for the State of Montana

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

STATE OF MONTANA)
 :SS
County of Lake)

On this ____ day of _____, 20 __, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, 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.

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
**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 _____ ("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 _____

- 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

OWNER

City Manager

Owner

ATTEST:

Owner

City Clerk

CITY OF POLSON
EXTENSION OF SERVICES PLAN

STATE OF MONTANA)
 :SS
County of Lake)

On this ____ day of _____, 20 __, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ 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.

Notary Public for the State of Montana

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

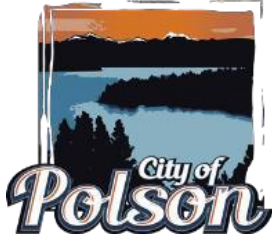
STATE OF MONTANA)
 :SS
County of Lake)

On this ____ day of _____, 20 __, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, 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.

Notary Public for the State of Montana

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



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 ____

Otherwise commonly known as:

_____ (Street Address)

_____ (City, County, State, Zip).

Signed this ____ day of _____, 20_____.

Owner

Owner

STATE OF _____)

:ss

County of _____)

On this ____ day of _____, 20___, before me the undersigned Notary Public for the State of Montana, personally appeared _____, 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

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) _____ are owners of the following described tract of land located outside the exterior boundaries of the City of Polson (attach legal description):

SEE EXHIBIT ____

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 ___ day of _____, 20__.

Owner

Owner

ATTEST:

City Clerk

Voting Ward: ___ Zoning: _____
(Subject to later zoning ordinance revisions)

CITY OF POLSON

STATE OF MONTANA)
:SS
County of Lake)

On this ____ day of _____, 20 __, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ 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.

Notary Public for the State of Montana

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

CITY OF POLSON OFFICIAL USE ONLY

Reviewed by: _____ City Manager _____ Community Dev. Director
_____ Water/Sewer Superintendent _____ Building Inspector

TO BE PRESENTED TO CITY COMMISSION BY: _____