

ANNEXATION WAIVER

It is agreed that _____
hereinafter referred to as "Property Owner(s)" owns property which is located outside the corporate limits of the City of Jasper, hereinafter referred to as "City." This property is more specifically described as follows: (may give legal description or attach copy of Deed)

For Sewer Service

City shall permit Property Owner(s) to extend the City's sewer line to the property described above. Upon connecting to said line and as part of the consideration running to the City under this Agreement is Property Owner's affirmative agreement to forego remonstrance against, filing a declaratory judgment action, or assertion of any other challenge against any pending or future annexation to the City, which agreement to forego remonstrance, filing a declaratory judgment, or assertion of any other challenge applies to any successor of Property Owner(s). This Agreement touches, concerns, and runs with the land and shall be binding upon Property Owner(s), his successors, and his assigns.

For Water Line Service

City shall permit Property Owner(s) to extend the City's water line to the property described above. Upon tapping of said line and as part of the consideration running to the City under this Agreement is Property Owner's affirmative agreement to forego remonstrance against, filing a declaratory judgment action, or assertion of any other challenge against any pending or future annexation to the City, which agreement to forego remonstrance, filing a declaratory judgment, or assertion of any other challenge applies to any successor of Property Owner(s). This Agreement touches, concerns, and runs with the land and shall be binding upon Property Owner(s), his successors, and his assigns.

For Gas Service

City shall permit or assist with extension, by Property Owner(s), of the City's natural gas main and related service to the property described above. Upon connecting to said line and as part of the consideration running to the City under this Agreement is Property Owner's affirmative agreement to forego remonstrance against, filing a declaratory judgment action, or assertion of any other challenge against any pending or future annexation to the City, which agreement to forego remonstrance, filing a declaratory judgment, or assertion of any other challenge applies to any successor of Property Owner(s). This Agreement touches, concerns, and runs with the land and shall be binding upon Property Owner, his successors, and his assigns.

Property Owner(s) agrees to record this instrument in the Recorder's Office, Dubois County, prior to receiving the aforementioned service.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 20____.

“GRANTORS”

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20____.

EXECUTED BY GRANTORS AND DELIVERED IN MY PRESENCE:

(Signature)

_____, Witness
(Printed Name)

STATE OF INDIANA)
) ss:
COUNTY OF DUBOIS)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by _____ in the above-named subscribing witness’s presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing Annexation Waiver and will not receive any interest in or proceeds from the property that is the subject of the transaction.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this _____ day of _____, 20____.

My Commission Expires: _____
_____, Notary Public
(Printed Name)
A resident of Dubois County, Indiana

STATE OF INDIANA)
) ss:
COUNTY OF DUBOIS)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing Annexation Waiver.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this _____ day of _____, 20____.

My Commission Expires:

_____, Notary Public
(Printed Name)
A resident of Dubois County, Indiana

“CITY”

CITY OF JASPER, INDIANA

BY: _____
DEAN M. VONDERHEIDE, MAYOR

ATTEST:

ALLEN SEIFERT, CLERK-TREASURER
Witness

STATE OF INDIANA)
)SS:
COUNTY OF DUBOIS)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Allen Seifert, Clerk-Treasurer of the City of Jasper, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Dean Vonderheide in the above-named subscribing witness’s presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing Annexation Waiver and will not receive any interest in or proceeds from the property that is the subject of the transaction.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this _____ day of _____ 20____.

My Commission Expires:

_____, Notary Public
A resident of Dubois County, Indiana

STATE OF INDIANA)
) ss:
COUNTY OF DUBOIS)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dean Vonderheide, known to me to be the Mayor of the City of Jasper and acknowledged the execution of the foregoing Annexation Waiver.

My Commission Expires:

_____, Notary Public
A resident of Dubois County, Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Renee J. Kabrick

*(THIS INSTRUMENT PREPARED BY: Renee J. Kabrick Attorney, City of Jasper, Indiana, 610
Main Street, Jasper Indiana)*