

**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.

Dated: \_\_\_\_\_

Property Owner \_\_\_\_\_

Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_ Property Owner: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named \_\_\_\_\_, and acknowledged the execution of the foregoing Annexation Waiver, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
A Resident of \_\_\_\_\_ County, IN

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  
Attorney No. 18019-29

*This Instrument Prepared by Renee J. Kabrick, Attorney for the City of Jasper, 610 Main St., Jasper IN.*