

ANNEXATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____, by and between _____, of _____ (Print Property Owner Name) _____ also described as _____ (Service Address) _____ (Subdivision) _____, _____, Dubois, Wyoming, 82513, hereinafter referred to as _____ (Block) _____ (Lot(s)) "Users" and the Town of Dubois hereinafter referred to as "Town."

WHEREAS, Users own certain property outside the Town limits of Dubois, which is described on Exhibit A attached hereto, but desire for such property to receive Town water or sewer services; and

WHEREAS, the Town is willing to provide water or sewer service upon certain conditions; and

WHEREAS, pursuant to Sections 9-2-18 and 9-3-18 of the Dubois Town Code the Town may offer and provide water and/or sewer services outside of the Town limits upon certain terms and conditions.

NOW THEREFORE, or and in consideration passing between the parties as set forth below it is agreed between the parties as follows:

1. SERVICE The Town of Dubois shall permit Users to connect to the Town water and/or sewer system upon the conditions herein set forth upon the property described on Exhibit A attached hereto.
2. CONDITIONS Said service is provided subject to and limited to the following conditions:
 - a) That Users shall promptly pay all charges for water and/or sewer use and services as may be set by the Town from time to time.
 - b) User shall be solely responsible for the water and/or sewer service line from the main to their residence and shall not allow any additions, extensions, additional services or sub-service lines to be added onto their service line.
 - c) All water and/or sewer service to User shall be subject to shut-off, upon seven days notice, in the event, because of a shortage, an adequate supply of water is not available for Town residents. In the event of an emergency, the water and/or sewer service may be shut-off immediately.
 - d) That detailed plans of the service line(s) shall be submitted to the Town, which plans shall meet all requirements and specifications as set forth by Town.
 - e) All costs of construction and maintenance shall be borne by Users and subject to all other Town Ordinances in effect, and as may on the future be amended or added, including, but not limited to the payment of prescribed water and sewer rates. Any failure to abide by such conditions may result in the immediate discontinuance of service and Users waive and release all

claims arising from such discontinuance. All service lines are the property of the Users, and shall promptly be repaired in the event of a break or leakage, at the Users' expense. Failure to perform prompt repairs will result in a discontinuance of service.

It is agreed that once the water and/or sewer service line is constructed pursuant to Town specifications, the Town shall be the owner of the main line and Users shall own the line from the main to their residence.

3. SERVICE In consideration of the delivery of water and/or sewer, the parties mutually agree that:
- a) In the event the Town wishes to annex any part of the area served by the water service as set forth on Exhibit A attached hereto the Users agree that they will not oppose annexation and hereby irrevocably consent to such annexation.
 - b) In the event Users wish to annex to the Town and all statutory requirements are met, then the Town agrees to assist Users in obtaining an annexation ordinance for the property set forth on Exhibit A.
4. EFFECT OF AGREEMENT
- a) This Agreement shall be binding upon the parties, their heirs, successors, and assigns.
 - b) This Agreement may only be modified by a writing properly acknowledged by authorized parties.
 - c) This Agreement may be recorded and shall run with the land.

Signature of User (original signatures only)

Date Signed

Printed Name

STATE OF WYOMING }
 ss
COUNTY OF FREMONT }

Subscribed and sworn to before me this _____ day of _____, _____, by
_____.

Witness my hand and official seal: _____
Notary Public

My Commission Expires:

THE TOWN OF DUBOIS

BY: _____
Mayor

Date Signed

STATE OF WYOMING }
 ss
COUNTY OF FREMONT }

Subscribed and sworn to before me this _____ day of _____, _____, by
_____, Mayor of the Town of Dubois.

Witness my hand and official seal: _____
Notary Public

My Commission Expires: