

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the GALLATIN GATEWAY COUNTY WATER AND SEWER DISTRICT, a political subdivision of the state of Montana with address of P.O. Box 383, Gallatin Gateway, Montana 59730 hereinafter referred to as "District", and _____, with address of _____ hereinafter referred to as "Landowners".

WITNESSETH:

WHEREAS, Landowners are owners in fee of a tract of certain real property described on Exhibit A and referred to as the "_____Property"; and

WHEREAS, the Landowners have petitioned the District for annexation of the contiguous tract; and

WHEREAS, the _____ Property is not within the District boundaries but is contiguous to the District boundary and may therefore be annexed to the District in accordance with the provisions of this Agreement and 7-13-23241(5) M.C.A.; and

WHEREAS, all parties recognize that due to lack of adequate wastewater collection and treatment service within the entire District, service is not available to the _____ Property nor to any property currently located within the District boundary; and

WHEREAS, all parties recognize that, due to the lack of waste water collection and treatment service annexation of the _____ Property, at this time will not deprive, reduce or in any manner impact the service to other properties within the District; and

WHEREAS, the Landowners find that this Agreement will provide for the most satisfactory and dependable future wastewater collection and treatment service available, when the District is able to provide sewer treatment service to and within the District; and

WHEREAS, the making and performance of this Agreement is desirable to promote the development of the most adequate wastewater collection and treatment service; and

WHEREAS, the securing of an adequate waste water collection and treatment system is in the best interest of the District and the _____ Property; and

WHEREAS, the parties have determined that it is in the best interests of the District and the Landowners, and in furtherance of the public health, safety and welfare of the community to enter into and implement this Agreement.

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Recitals.

The above recitals are true and correct.

2. Annexation.

The Landowners filed an application for annexation of the _____ Property, on _____, 20___. The District, on _____ accepted the Petition. Upon the execution of this Agreement and approval of an annexation

ordinance for _____ Property, the Landowners shall do all things necessary and proper to aid and assist the District in carrying out the terms, conditions and provisions of this Agreement.

3. Services Provided.

The District will, upon annexation and availability, provide wastewater collection and treatment to the _____ Property. Landowners acknowledge, with will understanding, that at the time of annexation and this Agreement, that the District does not have the ability or serve that is sought by annexation. Landowners are willing and agreeable to annex the _____ Property into the District fully understanding that Landowners may be billed, charged, taxed and assessed for their share of the District=s cost to develop said service.

4. Governing Law and Venue.

This Agreement shall be construed under and governed by the laws of the state of Montana. In the event of litigation concerning this Agreement, venue is in the Eighteenth Judicial District Court, Gallatin County, State of Montana.

5. Attorneys Fees.

In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, then the prevailing party shall be entitled to reasonable attorney=s fees and costs, to include the salary and costs of in-house counsel including City Attorney.

6. Waiver.

No waiver by either party of any breach of any term, covenant or agreement shall be deemed a waiver of the same or any subsequent breach of this same or any other term, covenant or agreement. No covenant, term or agreement shall be deemed waived by either party unless waived in writing.

7. Invalid Provision.

The invalidity or inability to enforce any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

8. Modifications or Alterations.

No modification or amendment of this Agreement shall be valid unless evidenced in writing and signed by the parties hereto.

9. No Assignment.

It is expressly agreed that the Landowners shall not assign this Agreement in whole or in part without prior written consent of the District.

10. Successors.

This Agreement shall be binding upon, insure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and assigns.

11. Covenants to Run with the Land.

The parties intend that the terms of this Agreement shall be covenants running with the land and shall not expire at their deaths or upon transfer of ownership of the property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

STATE OF MONTANA)
 :SS
County of Gallatin)

On the ___ day of _____, 20___, _____, whose identity I verified on the basis of _____, personally appeared, sworn to me, a Notary Public for the State of Montana, to be _____, subscribed before me, and acknowledged to me that he/she executed the within instrument.

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

Notary Public for the State of Montana
Printed name: _____
Residing at _____, Montana
Commission Expires:_____

GALLATIN GATEWAY WATER AND SEWER
DISTRICT

By _____
Matt Donnelly, General Manager

ATTEST:

