

ANNEXATION AGREEMENT

WHEREAS, the Village of Grand Rapids, Ohio, has, through its Water and Sewer Policy No. 001-90, provided for the furnishing of Village water and sewer service beyond the corporate limits of the Village under certain conditions and subject to certain restrictions, and

WHEREAS, the applicant is the owner of property which is located beyond the present Village corporate limits and which either has no resident freeholders located thereon or is not contiguous with the present Village limits, or both, and

WHEREAS, in order to obtain Village water and/or sewer service under the provisions of the Village policy as aforesaid, an applicant for water service or sewer service for lands without resident freeholders located thereon, or for lands not contiguous to the Village limits, must agree that, as a condition of obtaining said Village services, that said applicant will exert all efforts to obtain annexation of his or her property to the Village of Grand Rapids when it is legally possible to do so, and that the applicant will sell no portion of said property without requiring a similar agreement from the Purchaser, and including a covenant in the deed containing such requirement,

NOW THEREFORE, in consideration of the furnishing of Village water and/or Village sewer by the Village of Grand Rapids, Ohio to the property described on the exhibit attached hereto and made a part hereof as Exhibit "A", the applicant who represents that he/she/they are all of the owners of said property agree as follows:

1. That he/she/they will pay any tap charges required for tapping into said Village water line or Village sewer line.
2. That he/she/they will pay the water rates and sewer rates established by the Village of Grand Rapids from time to time.
3. That said applicant owners will exert all efforts possible to obtain annexation of the described property attached hereto to the Village of Grand Rapids. That if persons other than applicant who can legally do so petition for annexation of property and include the subject property owned by the applicant, applicant will raise no objections to the annexation and will cooperate in all respects. That applicant will exert any other effort possible to obtain legal annexation of said property to the Village of Grand Rapids.
4. The applicant further agrees that if at any time he/she/they sell the property for which Village water or Village sewer services are being applied for at this time, or any part

thereof, applicant will require as a condition of purchase, that the purchaser enter into a similar agreement as this document with the Village, and applicant will cause a restrictive covenant to be placed on the deed to the purchaser which covenant will require the purchaser and all subsequent purchasers to exert all efforts to obtain annexation of said property to the Village of Grand Rapids.

5. It is further agreed by the applicant, as a condition of obtaining Village water or Village sewer services, that if at any time applicant fails to carry out the provisions of this agreement for annexation, that Village water or Village sewer services may be terminated to the property by the Village of Grand Rapids.

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

Signed in the presence of witnesses:

Signature of Property Owners:

X _____

X _____

X _____
Print Name

X _____
Print Name

X _____

X _____

X _____
Print Name

X _____
Print Name

STATE OF OHIO,
WOOD COUNTY, SS:

Before me a notary public in and for said county and state, personally appeared the above named who acknowledged the signing of the same to be their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20_____.

X _____
Notary Public

This instrument prepared by MARSH & ROTHENBUHLER, Attorneys at Law.