

**FOUR CORNERS COUNTY WATER AND SEWER DISTRICT
ANNEXATION AGREEMENT FOR
_____ PROPERTY**

The following is a binding Agreement dated this ___ day of _____ 20___, between Four Corners County Water and Sewer District, a political subdivision of the State of Montana with address of P.O. Box 11030, Bozeman, Montana 59718 (“District”) and _____, with address of _____, _____, _____ (“_____”). Collectively, the District and _____ are the Parties.

The Parties agree to the requirements for annexation of the _____ Property, more particularly described as: _____ Gallatin County, Montana, which must be completed and fulfilled as conditions of the District’s agreement to annex the _____ Property into the District boundaries.

_____ submitted a petition for annexation into the District. The District considered the petition and agreed to grant the petition upon the following terms and conditions:

1. _____ shall enter into a Water Supply and Wastewater Treatment Agreement substantially in the same form as is attached hereto as **Exhibit A**.
2. _____ grants herein the right of the District to inspect the property, _____, _____ to review and consider the “as built” plans for the water and sewer infrastructure on the _____ Property.
3. _____ agrees and understands that the District will proceed with the annexation process pending the payment required as set forth in the Water Supply and Wastewater Treatment Agreement.
4. _____ agrees and understands that the District will charge rates for water and sewer usage shall be billed separately and monthly. Nothing contained herein negates or reduces the obligation to pay the billed rates.
5. _____ agrees that prior to annexation or the District agreeing to provide water and or sewer service to the _____ Property, _____ shall secure sufficient potable water rights for the development of the _____ Property. Said water rights shall be transferred to the District. _____ agrees they will be responsible to provide irrigation water for the property.
6. The Parties hereto agree that water and sewer service shall not be provided to the Property until such time as terms of this Agreement are met; the Property is annexed into the District boundaries and the Property has fully complied with all Rules, Regulations and Ordinances.
7. The provisions, covenants and terms of this Agreement shall run with the land and bind the

present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to this Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

8. _____ agrees and understands that the District has the right to review and approve any and all infrastructure improvements prior to submittal to DEQ. Refer to Districts Rules and Regulations and District Design Standards.

9. _____ understands the Districts right to assess a Special Assessment to the property tax or a Speical Assessment Equalization Rate to the District monthly bill to fund debt.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year first hereinabove written.

By: _____

Its: _____

State of _____)
: ss
County of _____)

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public for the State of _____, personally appeared _____, known to me to be the person whose name is subscribed to the instrument within, and acknowledged to me that he executed the same [as the duly authorized Manager of, and for and on behalf of _____, a Montana limited liability company] or [as owner of the real property] .

(NOTARIAL SEAL)

Notary Public for the State of _____

Residing at _____

My Commission Expires _____, 20____

FOUR CORNERS COUNTY WATER AND
SEWER DISTRICT
A political subdivision of the State of Montana

General Manager

State of Montana)
 : ss
County of Gallatin)

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ known to me to be the General Manager of the Four Corners County Water and Sewer District, is the person whose name is subscribed to the instrument within and acknowledge to me that he executed the same on behalf of the District.

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

(NOTARIAL SEAL)

Notary Public for the State of _____
Residing at _____
My Commission Expires _____, 20____

EXHIBIT A

See attached template “Water Supply and Wastewater Treatment Agreement:”