

THIS CONTRACT AND AGREEMENT made and entered into in Madisonville, Hopkins County, Kentucky, by and between the City of Madisonville, organized under the laws of the Commonwealth of Kentucky, with its principal place of business at 67 North Main Street, Madisonville, Kentucky, hereinafter Madisonville, and _____, whose address is _____ hereinafter purchaser whether one or more.

WHEREAS, the City of Madisonville maintains and operates a (water) (sewer) service for residents of the City of Madisonville, and

WHEREAS, the City of Madisonville, in an effort to encourage growth of areas around the corporate limits of the City of Madisonville, desires to make available (water) (sewer) service to persons outside the City limits of Madisonville, and

WHEREAS, said purchaser is desirous of purchasing (water) (sewer) service from Madisonville,

NOW THEREFORE, in consideration of Madisonville selling (water) (sewer) service to the purchaser the parties hereto agree as follows:

1. The rate for said utility service paid by purchaser, its successors or assigns, shall be as set from time to time by Madisonville by ordinance;
2. All Fees for hook up and installation of said utility service paid by purchaser shall be as set by Madisonville from time to time by ordinance;
3. The purchaser, its successors or assigns, shall never resist annexation into the City of Madisonville of the property to which said utility service is supplied and if the purchaser, its successors or assigns, shall resist annexation, this contract shall be terminated by Madisonville with 30 days notice to purchaser or its successors or assigns at their address by certified mail;
4. If the property, or any part thereof, to which (water) (sewer) service is provided by Madisonville, is ever conveyed or leased by the said purchaser, then the purchaser shall in their deed of conveyance or lease make provision that the grantee or lessee shall never oppose annexation of the said real property into the City of Madisonville, and said covenant not to oppose annexation shall be included inn any deed proporting to convey said real property and if it is not, this agreement shall be terminated and there shall be no damages due purchaser, its successors or assigns, because of said termination from Madisonville.
5. In addition, the purchaser shall execute herewith a covenant running with the land to be recorded in the Hopkins County Court Clerk’s Office herewith. Said covenant will be provided by Madisonville and a copy of same is attached hereto.

For Official Use Only

IN WITNESS WHEREOF on this, the _____ day of _____, 20____, the parties hereto set their respective hands.

BY: _____ Mayor _____ Owner

ATTEST: _____ City Clerk _____ Owner

THIS SECTION INTENTIONALLY LEFT BLANK FOR RECORDING PURPOSES.

THIS AGREEMENT made and entered into on this the _____ day of _____, 20____, by and between _____, whose address is, _____ hereinafter called the First Party, and the City of Madisonville, Kentucky, a municipal corporation, hereinafter called the Second Party;

WITNESSETH: That whereas the First Party is the owner of a certain tract of land more particularly described in Deed Book _____ Page _____, Hopkins County Court Clerk’s Office, reference to which is hereby made for a more detailed description and;

WHEREAS, the First Party has made application to the Second Party for _____ beyond the city limits, at the following address _____.

NOW THEREFORE, in consideration of the agreement by the Second Party to furnish _____ to the property of the First Party, which is located beyond the city limits, the First Party covenants and agrees (he) (she) (they) will not oppose any future attempt to annex the property herein mentioned to the city limits of the Second Party.

This agreement shall be covenant to run with the land herein above described

Owner’s Signature

Owner’s Signature

For Official Use Only

STATE OF KENTUCKY
COUNTY OF HOPKINS A SCT.

This agreement was acknowledged before me by _____
on this the _____ day of _____, 20_____.

Notary Public _____
My Commission Expires _____
KYNP # _____

Notes _____

Prepared by _____
Mandy Todd, Zoning Administrator
City of Madisonville, 67 North Main Street
Madisonville, KY 42431