

RESOLUTION NO. R-25-15

TOWN OF GEORGETOWN, INDIANA TOWN COUNCIL

**A RESOLUTON DOCUMENTING ANNEXATION POLICIES FOR EXPANSION OF
MUNICIPAL UTILITIES**

WHEREAS, the Town of Georgetown desires to have a fiscally responsible plan for extending and providing municipal infrastructure to prevent an undue burden on existing customers and municipal residents; and,

WHEREAS, the Town understands that existing growth outside of the municipal corporate limits may desire to have municipal infrastructure for health and sanitary reasons; ,

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
GEORGETOWN, INDIANA THAT THE FOLLOWING POLICY FOR EXTENDING
THE OPPORTUNITY OF MUNICIPAL INFRASTRUCTURE TO PROPERTIES
OUTSIDE OF THE CORPORATION LIMITS SHALL BE ENACTED:**

1. The Town shall provide areas within the Town, and those annexed into the Town, with "access" to sanitary sewers. However, this access does not include direct connection and/or the construction of collector sewers in front of every tract of land; and
2. The Town has standing policies of requiring property owners to pay for sewer connections through an established system of fees and charges; and
3. Property owners contribute to, and in some circumstances pay for all, of the capital costs to extend sewer service to and through their property.
4. The Town shall require the execution of recordable chain of title "Petition for Annexation into the Town of Georgetown and Waiver of Remonstrance Thereto".

SO RESOLVED THIS 15th DAY OF December 2025.



Chris Loop
Council President

Brandon Hopf
Council Vice President

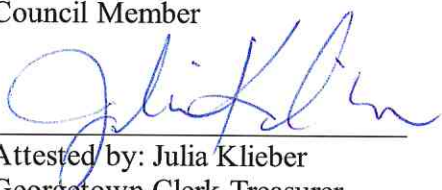


Doug Wacker
Council Member



Matt Nolan
Council Member

Jason Parrish
Council Member



Attested by: Julia Klieber
Georgetown Clerk-Treasurer

**PETITION FOR ANNEXATION INTO THE TOWN OF GEORGETOWN AND WAIVER OF
REMONSTRANCE THERETO**

This PETITION FOR ANNEXATION INTO THE TOWN OF GEORGETOWN AND WAIVER OF REMONSTRANCE THERETO ("Petition and Waiver") is tendered to the TOWN OF GEORGETOWN ("Town") by _____ ("Owner") this ____ day of _____, 20__, for the Owner's property generally located _____, and more particularly described in Exhibit 1 ("Property").

RECITALS:

- A. The Owner desires utility service from the Town.
- B. As part consideration for the Town making its utility service available to the Property, the Owner has agreed to the annexation of the Property by the Town.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Petition for and Waiver of Annexation. The Owner hereby petitions the Town for annexation and releases and waives all right to remonstrate against and, in any way, oppose either directly or indirectly the annexation of the Property into the Town. The parties agreed that such petition, release, and waiver by Owner shall be non-revocable.
2. Binding on Successors and Assigns. The parties agree that this Agreement touches and concerns the Property and the parties desire that this Waiver run with the land. Accordingly, the Owner and Owner's successors and assigns in the Property, including, but not limited to, any future residents, homeowners, businesses and/or tenants, are and will be bound by this Petition and Waiver.
3. Attorneys' Fees. The Town is entitled to recover its costs, including attorney fees, in enforcing the terms of this Petition and Waiver.
4. Severability. If any provision of this Petition and Waiver is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as part of this Petition and Waiver that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
5. Authority. The Owner represents and warrants that: (i) it has the full power and authority to enter into this Petition and Waiver and to carry out the terms hereof; (ii) this Petition and Waiver has been duly authorized; (iii) it is the fee simple owner of the Property; and (iv) the person executing this Petition and Waiver on behalf of the Owner has been duly authorized to act in the name and on behalf of the Owner.

IN WITNESS WHEREOF, the Owner has caused this Petition for Annexation into the Town of Georgetown and Waiver of Remonstrance Thereto to be executed as of the day and year first above written.

**PETITION FOR ANNEXATION INTO THE TOWN OF GEORGETOWN AND WAIVER OF
REMONSTRANCE THERETO**

Signed: _____

Printed: _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, appeared _____, who acknowledged the execution of the foregoing "Petition for Annexation into the Town of Georgetown and Waiver of Remonstrance Thereto."

WITNESS my hand and Notarial Seal this _____ day of _____, 202__.

My Commission Expires

Notary Public

My County of Residence

Printed Signature

Exhibit 1