



AGREEMENT

WHEREAS, Mattie L. & Richard T. Middleton now of 4943 Cox-Smith Road request the City of Mason for permission to tap into its sewer system, and

WHEREAS, the City has a policy that sewer is not to be provided outside of the City limits, and

WHEREAS, the City is agreeable to making an exception to this policy provided the owners of said property agree to pursue annexation at the earliest possible date.

THEREFORE, in consideration of the mutual promises made in this Agreement, it is hereby agreed and understood between Mattie L. & Richard T. Middleton herinafter referred to as "Owners"), their heirs, successors, or assigns and the City of Mason (hereinafter referred to as "City"), that:

Section 1. Owners hereby agrees to:

- (a) file for annexation within six (6) months of becoming contiguous to the City of Mason and pursue it to a prompt and successful conclusion;
- (b) the termination of any further sewer service if, for any reason, the annexation is not pursued or not approved;
- (c) pay the required tap-in fee and other charges without any expectation of reimbursement;
- (d) the termination of any further sewer services, if any erection, alteration or change of any building or structure, on the property to receive the sewer service, constructed after the date of this Agreement, is not in compliance with the City of Mason Building Code and Zoning Code and Subdivision Regulations.
- (e) pay for utility consumption and use at 150% of standard rates until such time as the property is annexed.

Section 2. City agrees to provide sewer service to Owners during the period in which Owners are pursuing annexation of a tract of land fronting Cox-Smith Road, in a prompt and expeditious manner and thereafter, provided the annexation is approved.

This Agreement shall inure to the benefit of and be the obligation of any successors, heirs and assigns.

\_\_\_\_\_  
Witness

By: Richard T. Middleton Date: 1-05-07  
Owner

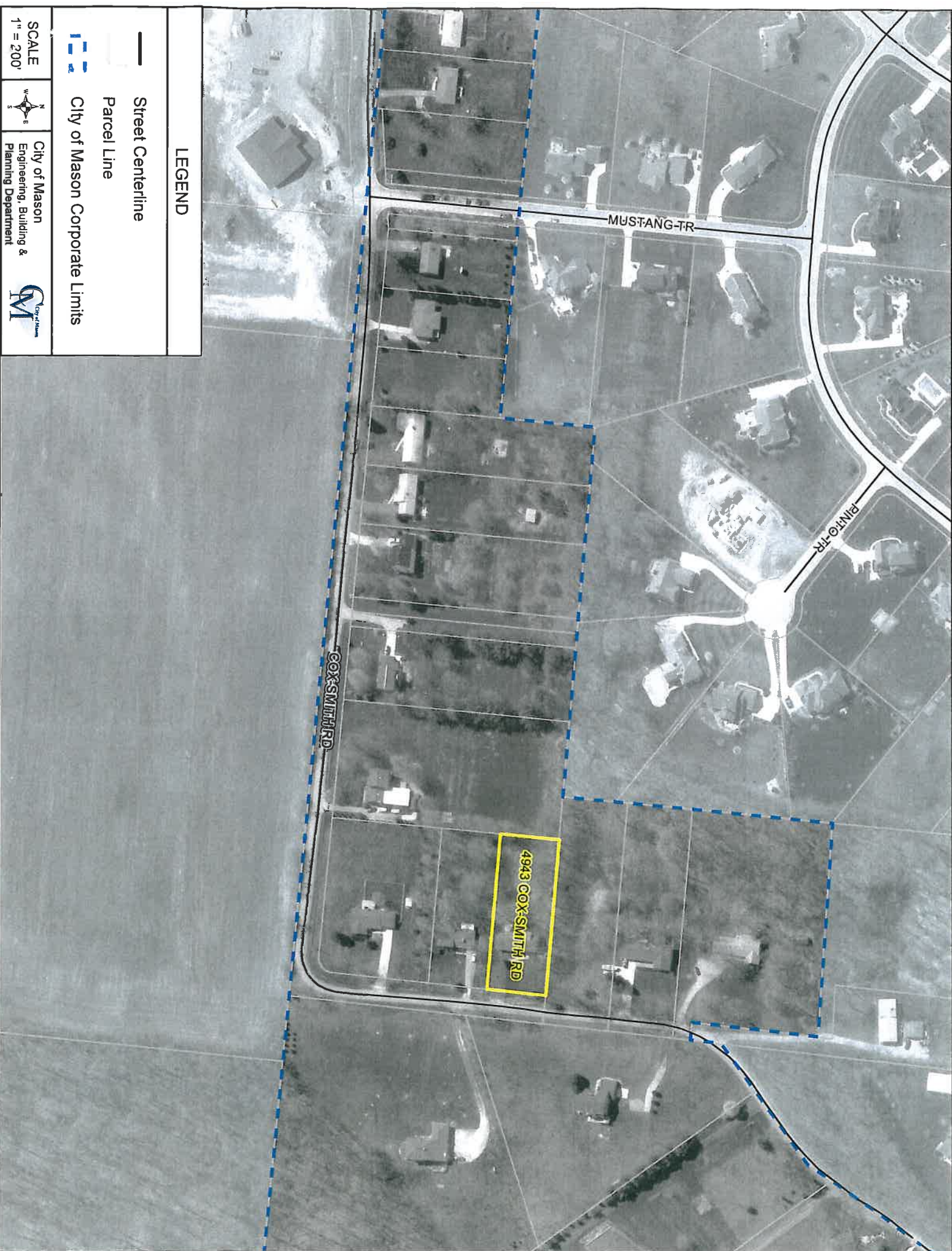
\_\_\_\_\_  
Witness

By: Mattie L. Middleton Date: 1-05-07  
Owner

CITY OF MASON

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager



LEGEND

— Street Centerline

- - - Parcel Line

City of Mason Corporate Limits

SCALE  
1" = 200'



City of Mason  
Engineering, Building &  
Planning Department

