

EXHIBIT B

WAIVER OF REMONSTRANCE TO ANNEXATION

This WAIVER OF REMONSTRANCE TO ANNEXATION, (“Waiver”) is tendered to the Town of Brownsburg, Indiana (“Municipality”) by _____ (the “Customer”) on this _____ day of _____, 20____, for the Customer’s property (“Property”) located at _____, and more particularly described in Exhibit “A” attached hereto.

RECITALS:

- A. The Customer desires utility service for the Property from the Municipality.
- B. Subject to the conditions in this Waiver and the Agreement for Service executed simultaneously herewith, the Municipality is willing to set aside sufficient capacity for, and make utility service available to, the Property.

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) Provision of Utility Service. Consistent with this Waiver, the Municipality agrees to provide utility service to the Property at rates, classifications, and fees established by the Town Council from time to time.
- 2) Waiver of Annexation. In exchange for the benefits bestowed upon the Property by the Municipality’s provision of utility service, the Customer hereby releases and waives all rights to remonstrance against and, in any way, oppose either directly or indirectly the annexation of the Property into the Municipality whether it be via formal or informal means.
- 3) Binding on Successor and Assigns. The parties agree that the provision of utility service touches and concerns the land and the parties desire that this Waiver run with the land. Accordingly, the Customer and Customer’s successors and assigns, including, but not limited to, any future residents, homeowners, businesses and/or tenants, are and will be bound by this Waiver.
- 4) Attorney’s Fees. The Municipality is entitled to recover its costs, including attorney fees, in enforcing the terms of this Waiver from the Customer.

5) Authority. The Customer represents and warrants that: (a) it has the full power and authority to enter into this Agreement and to carry out the terms hereof; (b) this Agreement had been duly authorized; (c) it is the fee simple owner of the Property; and (d) the person executing this Agreement on behalf of the Customer has been duly authorized to act in the name and on behalf of the Customer.

IN WITNESS WHEREOF, the Customer has caused this WAIVER OF REMONSTRANCE TO ANNEXATION to be executed as of the day and year first above written.

(Signature) (Signature)

(Printed) (Printed)

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Subscribed and sworn before me this ____ day of _____, 20_____.

My Commission Expires:

County of Residence:

Notary Public

My Commission Expires:

Printed

This instrument was prepared by and should be returned to after recording to Tricia A. Leminger, KROGER, GARDIS & REGAS, LLP, 111 Monument Circle, Suite 900, Indianapolis, Indiana 46204 (317) 692-9000.

I affirm, under penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. (Tricia A. Leminger).