

PRE-ANNEXATION AGREEMENT AND POWER OF ATTORNEY

Agreement made this ____ day of _____, 2022 by and between Brady Denoyer, 4222 Mirro Drive, Manitowoc WI (“Denoyer”), and the City of Two Rivers, Wisconsin, a municipal corporation, the principal offices of which are located at 1717 East Park St., Two Rivers, WI (“the City”).

WHEREAS, Denoyer owns certain real property located within the Town of Two Rivers and bearing the street address of 2916 STH 310, Manitowoc, WI, the legal description of which property is set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Denoyer desires to install water and sanitary sewer laterals to connect to existing City water and sewer mains located within the STH 310 right-of way adjacent to said real property, to service said real property; and

WHEREAS, Denoyer desires that said real property be annexed to the City as soon as such annexation is feasible, and is willing to pay the costs of such extension and connection of said property to said water and sewer mains and other facilities, subject to the terms of this agreement; and

WHEREAS the City is desirous of accommodating Denoyer, subject to the requirements of applicable law, and subject to the terms of this Agreement and the City’s standard fees and charges for such utility service connections;

NOW, THEREFORE, in consideration of the foregoing, the promises made herein, and other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

1. Denoyer, for himself, his heirs, personal and legal representatives, successors and assigns agrees that as soon as the property described in Exhibit A (“the Property”) attached hereto is contiguous to other real property in the City and other requirements for a valid annexation petition are met, he will petition for annexation of the Property to the City, so that all of the Property shall come within the corporate limits of the City,
2. The City will provide such extension of sewer and water services to the Property in such a fashion that Denoyer may connect the Property therewith through private sewer and water service connections.
3. Denoyer shall pay to the City, prior to installation of the water and sewer

laterals, the sum of \$23,077.20, such sum representing the City's historic cost of installing the water and sewer mains across the frontage of the property. This cost is identified in Exhibit B attached hereto and made a part hereof.

4. Denoyer shall pay to the City upon demand after installation the costs of the extension of water and sewer laterals from the mains to the Property in the manner set forth in Exhibit B.

5. This Agreement shall be recorded in the office of the Register of Deeds for Manitowoc County, Wisconsin.

6. Denoyer hereby appoints the City Clerk of the City his attorney-in-fact for purposes of signing and submitting the petition for annexation of the Property described herein on his behalf as owner of the Property, and the said City Clerk shall have the right to do so and otherwise act on Denoyer's behalf in completing the annexation process with respect to the Property in the event Denoyer is unable to or fails to do so as provided in this Agreement. The power of attorney hereby granted to the City Clerk by Denoyer is intended to be a Durable Power of Attorney as defined in Section 243.07 of the Wisconsin Statutes, and shall not be affected by Denoyer's subsequent disability or incapacity.

7. Denoyer, his successors, assigns, and adult residents (electors, if any) on the Property shall be jointly and severally liable to the City for liquidated damages in the amount of One Hundred Dollars (\$100.00) per day for each and every day that they refuse or fail to take any action necessary to implement the Annexation of the Property or to otherwise materially violate this Agreement. "Refuse or fail to Attach" shall be defined as a failure to fully cooperate in the Annexation process within thirty (30) days of receipt of a written request by the City.

8. Denoyer, his successors, assigns and residents (electors, if any) on the Property consent to the immediate disconnection sanitary sewer services furnished to the Property by the City without notice, should the Property be legally eligible for Annexation and Denoyer, his successors, assigns, or adult residents (electors, if any) on the Property Refuse or Fail to Annex the Property to the City upon being requested by the City to do so. "Refuse or Fail to Attach" shall be defined as a failure to fully cooperate in the Annexation process within thirty (30) days of receipt of a written request by the City take action with the purpose of achieving the Annexation.

9. This Agreement shall be subject to specific performance in a court of law or equity should Denoyer, or his successors in interest, assigns, or adult residents (electors, if any) on the Property refuse or fail to abide by its terms and conditions of this Agreement, and will pay all court costs, attorneys' fees and expenses of the City expended in any dispute or proceeding to secure compliance with this Agreement.

10. If any provision, covenant or portion of this Agreement or its application to any person or entity is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, agreements and provisions of this Agreement are declared to be severable. If for any reason the annexation of the Property is ruled invalid or if any provision of this Agreement is held invalid, the parties shall take such actions as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the parties as disclosed by this Agreement. This Agreement may be enforced only by the parties to this Agreement.

11. This document sets forth all agreements, understandings and covenants between the parties. Recitals are also considered material terms of this Agreement. Unless otherwise expressly stated within this document, this Agreement supersedes all prior agreements, negotiations and understandings, written or oral, and is a full integration of the entire agreement of the parties.

12. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal and legal representatives, successors and assigns, and shall constitute a covenant running with the land described in Exhibit A attached hereto and made a part hereof.

CITY OF TWO RIVERS, WISCONSIN

BY: _____

Gregory E Buckley
City Manager

STATE OF WISCONSIN)

COUNTY OF MANITOWOC)

Personally came before me on _____, 2022, the above-named Gregory E. Buckley to me known to be the person who executed the foregoing and acknowledged the same.

Notary Public (SEAL)

Brady Denoyer

STATE OF WISCONSIN)

COUNTY OF MANITOWOC

Personally came before me on _____, 2022 the above-named Brady Denoyer to me known to be the person who executed the foregoing and acknowledged the same.

Notary Public (SEAL)