

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (Agreement) is made and entered into this ____ day of _____ 2005, by and between Scott Urban (the "Owner"), and the City of O'Fallon (the "City") a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois by and through its Mayor and City Council (collectively, "Corporate Authorities").

A. Owner is the owner of record of certain parcels of real property located generally in the 2000 block of and north of Quarry Road at Parcel Number 04-27.0-100-005 and 04-27.0-200-006, containing more or less 21.31 acres, and is contiguous to the City of O'Fallon in St. Clair County, Illinois, which is more particularly described in Exhibit A attached hereto and made a part hereof (the "Parcel").

B. Pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*, a proposed Pre-Annexation Agreement in substance and form the same as this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, all as provided by statute and the ordinances of the City.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and in compliance with the ordinances, codes, and regulations of the City in effect as of the date hereof, or as may hereinafter be enacted, the parties hereto hereby agree as follows:

1 **Annexation.** Owner has filed with the City Clerk a Petition for Annexation of the Parcel to the City conditioned on the terms and provisions of this Agreement, which petition has been prepared, executed, and filed in accordance with 65 ILCS 5/7-1-8, and the ordinances and other requirements of the City. A copy of said Petition is attached hereto as Exhibit C and made a part hereof. Subject to the requirements and conditions herein and satisfaction of the conditions of the Petition for Annexation, the City agrees to annex the Parcel by agreement pursuant to 65 ILCS 5/11-15.1-1, *et seq.* Owner has filed with the City Clerk a preliminary Plat of Annexation, which contains an accurate map of the Parcel, which Plat is attached hereto as **Exhibit B** and made a part hereof. This annexation is not for the purpose of a new residential development.

2. **Water Supply and Sewer Service.** After the effective date of this Agreement, owner shall be eligible to purchase from the City fresh, potable water and sewer service as soon as such service is available and extended to the Parcel, on terms available to all other similarly situated persons within the City, and in quantities and pressure sufficient in all respects to serve the needs of the Parcel and the persons therein and subject to otherwise applicable usage charges, fees and regulations, provided that any change in the use of the property is subject to and in compliance with the provisions of the City's ordinances and regulations, whether prior to or after the effective date of the annexation.

3. Miscellaneous

- (a) This Agreement shall be effective for a term of twenty (20) years from the date hereof, provided that the obligations to the City shall survive such termination to the extent not inconsistent with 65 ILCS 5/11-15.1-1.
- (b) The Parcel shall be subject to all laws, codes, ordinances, fees, annexation fees, taxes, usage charges, and regulations of the City, now existing or as may hereinafter

be amended, enacted or enforced, and nothing herein shall be interpreted to limit the enforceability or application of such; provided that annexation fees shall apply to the Parcel and be required to be paid by the Parcel's owner(s) at the time such Parcel, or a portion thereof, is rezoned or approved for redevelopment at the request of the property owner for new residential development. Such annexation fees shall be in the amount of \$2250 per residential unit, or such higher amount as may be generally applicable at the time of approval of such development, rezoning or subdivision.

- (c) Four homes will be allowed to be constructed on the Parcel, as properly subdivided in the future. All applicable subdivision ordinances will be followed at the time of such future subdivision of the Parcel. As long as the Parcel is zoned Agriculture, the minimum lot size shall be three acres for each of the four homes. Annexation fees shall be waived for the first of the four homes, however, an annexation fee shall be paid for the second, third, and fourth home at the time a building permit is applied for the respective home.
- (d) The four homes may be permitted to have private septic tanks or aeration systems provided they are permitted by the St. Clair County Health Department and provided further the homes are not within 100 feet of the City sanitary sewer main or it is not physically feasible, as determined by the City, to connect to the City's sanitary sewer main due to the topography of the land.
- (e) The use of bow and arrow for hunting and/or target practice by the Owner or his invitees shall be permitted until any adjoining real estate is subdivided and a residence is constructed on any lot in the subdivision, but in no case no less than five (5) years from the date of annexation. At the end of the five(5) year period or once an adjoining parcel of real estate is subdivided, whichever is later, the Owner shall no longer be allowed to use an bow and arrow for hunting and/or target practice. Further, the privilege to use a bow and arrow for hunting and/or target practice shall also cease at the time the Owner sells or transfers his interest in all of the real estate. As such, this privilege shall not run with land.
- (f) The Owner or his successors shall be allowed to have horses on any lot provided the lot is zoned "A" agriculture.
- (g) This Agreement and the obligations of Owner hereunder shall be a covenant that shall run with the land, shall be a provision of any sale or other contract for transfer of interest in the Parcel, and may be recorded.
- (h) The undersigned persons whether signing individually, on behalf of a municipal corporation, or by an attorney-in-fact warrant themselves: (i) to be of lawful age, (ii) to be legally competent to execute this Agreement, (iii) to be fully authorized to execute this Agreement on behalf of themselves or the municipal corporation indicated below, and (iv) to have signed this Agreement on their own behalf or on behalf of such municipal corporation as their own free acts and deeds and/or the free acts and deeds of such municipal corporation after opportunity to consult with legal counsel.
- (i) The City may terminate this Agreement prior to effective date of the Annexation on written notice to the Owner if deemed by the City appropriate in the public interest,

in which event the obligations of all parties pursuant to this Agreement shall thereafter cease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF O'FALLON
A Municipal Corporation,
County of St. Clair
State of Illinois

BY : _____
Gary L. Graham
Title: Mayor

OWNER: _____
Scott Urban

ATTEST: _____
Philip A. Goodwin
Title: City Clerk

LIST OF EXHIBITS

A. Legal Description of Parcel

B. Plat of Annexation

C. Annexation Petition

EXHIBIT C

PETITION FOR ANNEXATION

**TO THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON, ST. CLAIR COUNTY,
ILLINOIS**

The undersigned Petitioner hereby respectfully petition to annex to the City of O'Fallon, St. Clair County, Illinois, the tract of land described as follows:

(See attached Exhibits "A")(hereinafter the "Tract")

and states as follows:

1. The Tract is not within the corporate limits of any municipality.
2. The Tract is contiguous to the City of O'Fallon, St. Clair County, Illinois.
3. There are no electors residing on the Tract.
4. The Petitioners are the sole owners of record of all land within the Tract, and they have also executed this Petition as such owners.
5. This Petition is conditioned on the provisions of a certain Annexation Agreement between the City of O'Fallon by and through its Mayor and City Council and Petitioners.

WHEREFORE, Petitioners respectfully request that the corporate authorities of the City of St. Clair County, Illinois, annex the Tract to said City in accordance with the provisions of this Petition and in accordance with the law in such case made and provided.

DATE: _____

OWNER:

BY: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2005.

Notary Public

My Commission expires:

