

PRE-ANNEXATION AGREEMENT - DRAFT

This Pre-Annexation Agreement (Agreement) is made and entered into this ____ day of _____, 2007, by and between _____ "Owners", 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 _____, and is contiguous to or is expected to be 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. To the extent that the Parcel is not yet contiguous to the City, Owner agrees to execute such additional Petition in the future as may be required by the City upon the Parcel becoming contiguous to the City boundary. 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.** From the effective date of this Agreement, the City shall supply, or continue to supply, fresh, potable water and sewer service (if applicable and when available) to the Parcel 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) All municipal property taxes shall be waived for a period of twenty (20) consecutive years commencing with the year beginning on January 1, 2008 provided that the property remains zoned and used for unimproved agricultural purposes. In addition, if the property is subdivided for other than agricultural uses, or otherwise fails to remain unimproved agricultural property this waiver will cease and all municipal property taxes will be thereafter assessed.
- (c) The Parcel shall be zoned Agriculture by the City upon annexation. The Owner shall retain the right to petition to rezone their property, pursuant to the laws of the City, during the term of the agreement. The City agrees that it will not seek to rezone the Parcel to another zoning

district classification without the written petition of the Owner for the duration of the agreement.

- (d) Pole barn type construction and metal sided buildings shall be allowed for any new lawful agricultural or accessory structure.
- (e) Livestock can be had and maintained on the Parcel as provided for by the requirements of the Agricultural zoning district.
- (f) Burning of yard waste generated from the Parcel shall be allowed on the Parcel in accordance with the laws of the City of O'Fallon.
- (g) Two free water taps shall be provided for the Parcel, when water service is available and extended to the portion of the property for which the taps would be sought.
- (h) The Owner agrees to sell the City approximately 1 acre of land pursuant to the contract for sale attached as Exhibit D.
- (i) 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, except as provided herein; provided that no annexation fee shall apply to the Property and be required to be paid until the Property is rezoned at the request of the property owner or after termination of this Agreement.
- (j) 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.
- (k) 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.
- (l) The City will allow the owner to construct a 20 ft wide private entrance located within the 300 ft annexation strip (as shown on Exhibit "B") along the west side of Pausch Road to serve as an entrance for a future residence.

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

ATTEST:

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

By: _____

By: _____

Name: Philip A. Goodwin

Name: Gary L. Graham

Title: City Clerk

Title: Mayor

OWNER(S):

DATED: _____

BY: _____

BY: _____

ATTEST: _____

LIST OF EXHIBITS

- A. Legal Description of Parcel
- B. Plat of Annexation
- C. Annexation Petition
- D. Purchase and Sale Agreement for Water Tower Parcel

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 0 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: _____ (printed name). Dated _____

BY: _____
Owner Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2007.

Notary Public

My Commission expires: