

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (Agreement) is made and entered into this ____ day of _____ 2007, by and among John B. & Peggy A. Barton (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. Owners are the owners of record of certain **residential** parcels of real property (describer location of property) 1709 Bowler Road, parcel ID part of #04-07.0-400-018, 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.** Owners have 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 Parcels are not yet contiguous to the City, Owners agree 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 Parcels by agreement pursuant to 65 ILCS 5/11-15.1-1, *et seq.* Owners have 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 annexation 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 zoned Single Family SR-1 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.
- (c) Pole barn type construction and metal sided buildings shall be allowed for any new lawful accessory structure.

- (d) 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 the required annexation fee of \$2250 per unit shall NOT apply to the Parcel and be required to be paid until the Parcel is rezoned at the request of the property owner or the Parcel is developed as a new subdivision.
- (e) 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.
- (f) 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.
- (g) 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.

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

By: _____	By: _____
Name: <u>Phil Goodwin</u>	Name: <u>Gary L. Graham</u>
Title: <u>City Clerk</u>	Title: <u>Mayor</u>

OWNERS:	OWNER:
<u>John B. & Peggy A. Barton</u>	_____

OWNER ATTEST:	OWNER ATTEST:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

LIST OF EXHIBITS

- A. Legal Description of Parcel
- B. Plat of Annexation
- C. Annexation Petition

PETITION FOR ANNEXATION

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

The undersigned Petitioners 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. The undersigned are the sole 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.

OWNER

DATED:_____

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

Notary Public

DATED:_____

My Commission expires:

OWNER

DATED:_____

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

Notary Public

DATED:_____

My Commission expires: