

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (Agreement) is made and entered into this ____ day of _____ 2009, by and among Amy C. and Robert J. Warren (“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 parcels of real property (describer location of property) being part of the Southeast Quarter of Section 15, T2N, R7W, 3rd PM., St. Clair County, Illinois, 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.

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. The purpose of this annexation is not a new residential development.

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 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 by either the County or City at the request of the property owner or the Parcel is developed subdivided beyond that which is authorized in Section 3(c). Once the Parcel is rezoned or developed as a new residential subdivision, and upon the application for each building permit, the required annexation fee would be payable to the City whether prior to or after the effective date of the annexation.
- (c) The subject parcel may be subdivided by the applicant into Lots 1 and 2, as shown in the attached Minor Subdivision Exhibit D, and this shall be deemed City approval of such subdivision, subject to the requirements of the City Subdivision and Development Control Ordinance. The subject parcel

shall not be further subdivided beyond Lots 1 and 2 prior to the submission and approval by the City Council of a preliminary and final plat for the entire parcel or parcels. Such submissions shall be consistent with the requirements and provisions of the City's Subdivision and Development Control Ordinance.

- (d) The attached Minor Subdivision shall dedicate a 34' wide strip of land to the City at no cost to the City, as shown on the attached Minor Subdivision Plat Exhibit D, for the purpose of City right of way, utilities, or other public purpose, use and jurisdiction over which may be exercised by the City only after annexation.
- (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.

CITY CLERK ATTEST:

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

By: _____

By: _____

Name (Printed): _____

Name (Printed): _____

Title: City Clerk

Title: Mayor

OWNER:
(Signature)

OWNER:
(Signature)

OWNER ATTEST:

By: _____

By: _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____

LIST OF EXHIBITS

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

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. 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.

OWNER NAME (Printed) _____

OWNER SIGNATURE

DATED: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2009.

Notary Public

DATED: _____

My Commission expires:

OWNER NAME (Printed) _____

OWNER SIGNATURE

DATED: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2009.

Notary Public

DATED: _____

My Commission expires: