

PRE-ANNEXATION AGREEMENT

This Annexation Agreement is made and entered into this ____ day of _____, 20__ by and among the VILLAGE OF HANNA CITY, (hereinafter referred to as the "Village"), and Owners, _____ (hereinafter referred to as the "Owner"). This Agreement shall be binding upon all successors in title, heirs and assigns.

WITNESSETH:

WHEREAS, the Premises consists of territory which is not within the corporation boundaries or territory of any municipality; and

WHEREAS, this Agreement is being made pursuant to the provisions of Chapter 65, Illinois Compiled Statutes, Section 5/11-15.1-1 et seq.; and

WHEREAS, all of the parties hereto desire that there be annexed to the Village on the terms and conditions hereinafter set forth, the Premises which is legally described in Exhibit A with tax i.d. numbers of _____; and

WHEREAS, on _____, notice having been properly given, the Village Board of the Village did consider at a public hearing the question of this Annexation Agreement; and

WHEREAS, the Planning Commission and the Village Board have determined that the terms of this Agreement would be beneficial to the Village and its residents; and

WHEREAS, the Village Board and the Planning Commission have determined that the annexation of the Premises as hereinafter proposed is in the best interest of the Village; and

WHEREAS, Owner hereby represents to the Village that he has fee simple ownership of the aforesaid Premises;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

1. The foregoing Recitals are incorporated herein as though fully set forth.

2. Pursuant to the applicable provisions of state law, the Village agrees to cause the Premises to be fully and validly annexed to the Village as promptly as practicable after execution of this Agreement when the property becomes contiguous to the Village and Owner have filed with it a petition for annexation. After this Agreement is signed and as soon as the property becomes contiguous to the Village, Owner agrees to petition the Village for annexation.

3. The terms of this Agreement shall be for twenty (20) years from the date of the execution hereof, provided, however, if any of the terms of this Agreement or the annexation of the Premises is challenged in a Court proceeding, then the period of time during which this litigation is pending shall not, to the extent permitted by law, be included in calculating said twenty-year period or any extension thereof.

4. Nothing herein contained shall be construed to restrict or limit the right of the Owner to sell or convey all or any portions of the Premises, either before or after the same shall be improved, provided that each buyer or grantee and the Village shall be bound by the provisions of this Agreement and any Ordinance hereafter enacted implementing the same. Any such Buyer or Grantee shall have and enjoy the same rights and the same obligations under this Agreement with respect to the portion of the Premises sold or conveyed by the Owner. A memorandum may be recorded by the Village in the chain of title of the subject property giving constructive notice of the existence of this agreement.

5. This Agreement shall be enforceable in any Court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the terms that are herein contained.

6. All obligations assumed by the Owner under this Agreement shall be binding on the Owner personally, on any and all of the Owner's heirs, successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property. To ensure that the Owner's heirs, successors, and assigns and successor owners of all or any portion of the Property have notice of this Agreement and the obligations created by it, the

Owner shall deposit with the Village Clerk, contemporaneously, with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement.

7. If any provision of this Agreement is held to be invalid by any Court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof is not to affect any of the other provisions contained herein.

8. The Village shall have no obligation to construct or otherwise provide services of any sort, including, but not limited to sewer, water, fire protection, police protection, road repair or road maintenance prior to actual annexation occurring; and shall have no obligation upon annexation except as otherwise required by law or agreement of the parties. However, should the Village elect at any time pre or post annexation to provide services as described above or otherwise, the Owner agrees to reasonably cooperate with the Village's providing services to the Premises.

9. **Non-Waiver.** Failure to enforce compliance with any term of this Agreement does not constitute future waiver of the same or any other term.

10. **Agreement Paramount.** The provisions of this Agreement shall control over the provisions of any ordinances, codes, or regulations of the Village which are in conflict with the provisions of this Agreement.

11. **No Other Agreements.** All of the agreements and understandings of the Parties are contained and fully integrated in the terms of this Agreement, which supersedes all prior oral or written agreements and merges all contemporaneous discussions of the Parties.

12. **Amendments.** This Agreement may be amended by the mutual consent of the Parties hereto by the adoption of an ordinance by the Village amending the terms of this Agreement as provided by law and the agreement to such amendment by all of the Parties hereto or by their successors in interest. No amendment to the Agreement shall be needed as a part of the approval of any subdivision plat or development plan for any portion of the Property, where

such plat or plan is processed and approved consistent with the otherwise applicable codes, laws, or ordinances of the Village or State of Illinois and any applicable provisions of this Agreement.

13. Time of Essence. Time shall be of the essence of each and every provision and condition set forth in this Agreement.

14. The Owner(s) agrees all ordinances of the Village apply during the life of this Agreement and before full annexation to the extent allowed by law.

15. Should any portion of this Agreement be held invalid or unenforceable, the remaining portions shall remain in full force and effect.

16. After this Agreement is signed and the property becomes contiguous to the Village, Owner may file a petition for annexation or the Village may request Owner to file a petition for annexation. The present use of this property shall be permitted to continue, and the Village agrees to designate this property as _____ upon annexation unless Owner requests a different zoning classification.

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

VILLAGE OF HANNA CITY

OWNER(S)

By: _____
President

Owner

ATTEST:

By: _____
Clerk

Owner

PETITION FOR ANNEXATION

To the President and Village Board of Trustees, Village of Hanna City, Peoria County, Illinois:

The undersigned does hereby petition the Village of Hanna City to annex the real estate described on the attached Exhibit A to the Village.

In support of said Petition, Petitioner hereby states as follows:

1. Petitioner is (are) all of the legal owner(s) of the real estate described in this Petition.
2. No electors (registered voters) reside on the property to be annexed or the undersigned are all of the electors that reside on the property.
3. If the territory is annexed to the Village of Hanna City, Petitioner requests that the property be zoned initially as _____.
4. Attached to this Petition is an accurate map of the premises to be annexed.

Dated this _____ day of _____, 20____.

Owner's Signature

Subscribed and sworn to as true before me this _____ day of _____, 20____.

Notary Public

EXHIBIT A

Owner:

Legal Description:

Permanent Index Numbers:

Commonly known as: