

ANNEXATION AGREEMENT

This Annexation Agreement (the "Agreement") is made and entered into this 16 day of Dec 1993 between

Village of Roscoe, Illinois
an Illinois Municipal Corporation
10595 Main Street
Roscoe, Illinois 61073
hereinafter called

Village

and

Petry Family Trust, No. 1989
of P.O. Box 532
Roscoe, IL 61073
hereinafter called

Owner

and

Petry Construction, Inc.
of P.O. Box 532
Roscoe, Illinois 61073
hereinafter called

Developer

WHEREAS

- A. Owner is the owner of record of approximately one thousand acres of real property located in Rockton, Owen and Roscoe Townships in Winnebago County, Illinois, which property is legally described on Exhibit A, attached hereto and incorporated herein by reference (the "Property").
- B. The territory that is the subject matter of this Agreement includes the Property and the entire rights-of-way of portions of certain roads adjacent to the Property, as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1. Said territory is depicted and legally described on the Plat of Annexation attached hereto as Exhibit B and incorporated herein by reference.
- C. The Parties desire to enter into this Agreement pursuant to the provisions of 65 ILCS 5/11-15.1-11-1 et seq., as amended, in accordance with the terms and conditions hereinafter set forth.
- D. The Property is not presently located within the corporate limits of any municipality, and is contiguous to the Village of Roscoe and may be the subject of the Agreement pursuant to 65-ILCS 5/11-15.1-1 et seq., to be annexed to the Village of Roscoe as provided in Article 7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq. at a later time.
- E. Owner seeks to annex the Property to the Village and Developer seeks to subdivide the property, and to improve the Property according to the master development plan ("Master Plan") attached, with a well and pumping station filtration plant for the provision of potable water.
- F. The Village acknowledges that the Developer's proposed use of the Property will be compatible with and will further the planning objectives of the Village and that the annexation of the Property to the Village will be of substantial benefit to the Village, will extend the corporate limits and

jurisdiction of the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, and will promote and enhance the general welfare of the Village and its residents.

- G. The zoning classifications and uses shown on the master concept plan ("Master Plan"), attached hereto as Exhibit C, as established under the Village Zoning Ordinance, as currently amended (Ordinance No. 1992-10) (the "Zoning Ordinance") will be the most appropriate zoning classifications for the development of the property.
- H. Upon the satisfaction or waiver of all contingencies set forth the Agreement, the Village has agreed to annex the Property to the Village, to zone the Property as described on the Master Plan, and to grant the variations hereinafter described in order to facilitate Developer's improvement of the Property.
- I. The President of the Village Board of Trustees and the Village Board of Trustees ("Corporate Authorities") held a public hearing on this Agreement on the 18th day of November 1993 and gave notice of the Agreement not more than 30 days nor less than 15 days before the date of the public hearing by publication in the North Suburban Herald, said newspaper having a general circulation within the Village of Roscoe.
- J. The Corporate Authorities have considered the recommendations of the Village Planning Commission in connection with the proposed zoning of the property and have, by a resolution duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, authorized the President of the Board of Trustees to execute and the Village Clerk to attest, this Agreement on behalf the Village.
- K. Developer has expended substantial sums of money and has materially altered its position in reliance upon the execution of this Agreement and the performance of its terms and provisions by the Village.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follow:

ARTICLE I

RECITALS

The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article I. This Agreement is made and entered into by the parties hereto pursuant to the provisions of Section 11-15.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1.

ARTICLE II

ANNEXATION OF THE PROPERTY

2.1 The Village agrees that it will duly annex the territory described in Exhibit A to the Village by lawful ordinance in conformity with and pursuant to 65 ILCS 5/7-1-1 and 65 ILCS 5/7-1-8.

2.2 This Agreement in its entirety, shall be null, void and of no force and effect unless the Property is validly annexed to the Village and validly zoned and classified in accordance with and contemplated by this Agreement on or before January 1, 1994. Without Owner's and Developer's written

consent, no action should be taken by the Corporate Authorities to annex the Property to the Village unless: (a) this Agreement as been fully executed by all Parties; (b) all conditions precedent to Owner's and Developer's obligations hereunder have been satisfied or waived, and (c) the Property is annexed to the Village, in its entirety, at one time.

2.3 Developer and/or Owner shall pay Village the Sum of \$100.00 as consideration for Village's obligations under the terms of this agreement, to be paid upon execution of the Agreement by Village.

ARTICLE III

ZONING AND DEVELOPMENT OF THE PROPERTY

3.1 Immediately upon annexation, the Village shall enact such ordinances, adopt such resolutions, and take such other actions as are necessary to:

(a) zone the Property as set forth in the Master Plan.

3.2 The aforesaid underlying zoning district classifications, shall create permanent zoning classifications for the Property (unless changed by the Village at the Owner's request in accordance with then existing laws) which shall remain in effect throughout the Term of the Agreement and thereafter unless amended upon Owner's request in the manner provided by law for the amendment of zoning classifications. It shall not be necessary, however, to also amend this Agreement in connection with the rezoning of any part of the Property subsequent to the zoning of the Property pursuant to the terms of this Agreement.

3.3 In the event any Village code, ordinance or regulations, existing at the time this Agreement is signed by the President of the Village Board of Trustees and attested by the Village Clerk, does not permit the development of the Property in accordance with the Master Plan, the Village shall promptly grant, in addition to the variations hereinabove described, such variations as may be necessary to enable Developer's improvement of the Property in accordance with the Master Plan.

3.4 The Developer shall have the right to submit Final Subdivision Plats for approval in phases, (i.e., plat the Property pursuant to a number of separate subdivision plats), shall not be required to request approval of a Final Subdivision Plat for the entire Property at one time, and shall have the right to improve the Property in phases. To the extent roadway and utility improvements are developed or installed in phases or units, the Village shall inspect and accept the same on a phase-by-phase basis (or on a unit-by-unit basis, if unit-by-unit development within a single phase takes place). The Village shall accept the dedication of street rights-of-way upon completion by Developer of such improvements in accordance with Village's construction standards and Subdivision Code, as modified by this Agreement. Acceptance of the dedication by the Village shall be evidenced by a corporate resolution.

3.5 The Master Plan to be submitted according to this Agreement will not constitute a tentative plat. It is agreed that Owner and Developer shall comply with the Subdivision Ordinance, as modified by this Agreement, in the improvement of the Property and shall submit preliminary subdivision plats for each phase of the development of the Property. Village agrees to approve such preliminary subdivision plats provided they comply with the Subdivision Ordinance, as amended by this Agreement, and meet village's design criteria as applied to other subdivider.

ARTICLE IV

CODES AND ORDINANCE; FEES

4.1 To the extent of any conflict, ambiguity or inconsistency between the terms provisions or standards contained in the Agreement and the terms, provisions or standards either presently existing or hereafter adopted, by the Village Code, the Zoning Ordinance, the Subdivision Ordinance, or any other Village code, ordinance or regulation, the terms, provisions and standards of this Agreement shall govern and control. Notwithstanding the foregoing, if any Village code, ordinance or regulation is hereafter adopted, amended or interpreted so as to be less restrictive upon Owner and Developer with respect to the development of the Property than is the case under the existing law, then at the option of the Owner and Developer, such less restrictive amendment or interpretation shall control.

4.2 All codes, ordinances rules and regulations of the Village in effect as of the date hereof shall continue in effect, insofar as they relate to the development of the Property, during the entire Term of this Agreement, except as otherwise provided herein and except to the extent of amendments mandated by State or Federal requirements. All codes, ordinances, rules and regulations of the Village in effect as of the date hereof which relate to building, housing, plumbing, electrical and related restrictions affecting development of the Property shall continue in effect, insofar as they relate to the development of the Property, during the entire Term of this Agreement, except as otherwise provided herein and except to the extent that said codes, ordinances, rules and regulations are amended on a general basis so as to be applicable to all property within the Village, for purposes of directly furthering the public health and safety.

4.3 No fee or charge of any description shall be imposed upon the Owner, the Developer, a person purchasing part or all of the Property from Owner, or upon the development and use of the Property unless, as of the date of this Agreement, such fee or charge is in existence and being collected by the Village on a uniform basis from all owners, users and developers of property within the Village. The Village shall not increase the amount of any fee or charge payable by Owner or Developer for building permit fees, occupancy permit fees, plan review fees, inspection fees, utility fees, application fees or user fees during the Term of this Agreement unless such charge is applied uniformly to all persons, subject to the limitations of para 8.2 below. In the event Developer or Owner constructs or pays for construction of a water supply system to serve the Property, then no hook-up fee of any type may be charged by the Village for connecting improvements constructed on the Property to such water supply system. It is understood that Owner and Developer shall not be required to pay the Village Engineer's fees pursuant to Section 511 of the Subdivision Ordinance for field inspections for water and sanitary sewer. Owner and Developer shall provide certificates of approval to the Village Engineer from the water district and the sanitary district certifying the improvements comply with all applicable regulations and requirements of the water district and sanitary district. Owner and developer shall pay fees of Village Engineer fro field inspections of roads and ditches pursuant to Section 511 of the Roscoe Subdivision Ordinance, Owner and Developer shall pay fees pursuant to Section 510A upon submission of the tentative plat. All building permit and building inspection fees for any improvement constructed upon the Property shall be due and payable upon issuance of a building permit for that improvement.

ARTICLE V

POTABLE WATER SERVICE

5.1 Notwithstanding anything to the contrary herein, Owner and/or Developer shall have the right, at their sole option, to develop a private potable water supply and distribution system to serve the Property, provided such system meets the requirements of all state and federal laws and regulations.