

## ANNEXATION AGREEMENT

### INTRODUCTION

1. **This Agreement** is entered into this \_\_\_\_\_, by and between the CITY OF ROCHELLE, Illinois, a municipal corporation (hereinafter referred to as the “City”); and Rochelle Township High School District No. 212 (“Landowner”).

2. The Property subject to this Agreement and legal title to which is vested in Landowner (excepting such portion as is dedicated to the public), is legally described as follows:

Parcel 1:

PIN No. 24-13-301-002

Rochelle Township High School District No. 212

Property Address: 1382-1384 N. 8<sup>th</sup> Street, Rochelle, Illinois 61068

The said property is hereinafter referred to as the “Subject Property”.

3. The Subject Property is generally located at 1382-1384 N. 8<sup>th</sup> Street, Rochelle, Illinois 61068. The Subject Property contains approximately 1.99 acres and is contiguous with the City of Rochelle.

4. The Subject Property shall be automatically zoned upon annexation B-2 Highway Commercial District under the Rochelle Zoning Ordinance.

5. The City of Rochelle is a non-home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 7, and the terms, conditions and acts of the City under this Agreement are entered into and performed pursuant to the non-home Rule powers of the City and the statutes in such cases made and provided.

### RECITALS:

1. Landowner has petitioned the City for annexation to the City of the Subject Property.

2. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the City with respect to annexation including the filing of a petition by Landowner' requesting annexation of the above-described Subject Property.

3. All reports by all relevant governmental entities have been submitted enabling appropriate action by the City Council to achieve the following:

(a) Adoption and execution of this Agreement by resolution;

(b) Enactment of an annexation ordinance annexing the Subject Property as described above to the City;

(c) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

4. The Subject Property are located within either a public library district or a fire protection district, and there are roads adjacent to or on the Subject Property under the jurisdiction of a township.

5. The parties hereto have determined that it is in the best interests of the City and Landowner and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement will comply with the Northern Gateway Tax Increment Financing ("TIF") District of the City and will provide a very valuable asset to the community.

6. The Introduction and Recitals hereto are hereby incorporated by reference as a part of this Agreement.

### **SECTION 1 ANNEXATION OF THE PROPERTY**

Landowner has filed a petition for annexation to the City of the Subject Property. The City shall proceed to consider the question of annexing the Subject Property to the City and do all things necessary or appropriate to cause the Subject Property to be validly annexed to the

City. The Subject Property shall be annexed in whole. All ordinances, plats, affidavits and other documents necessary to accomplish annexation shall be recorded by Landowner at Landowner's expense. The new Boundary of the City resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

## **SECTION 2 ZONING AND COMPLIANCE WITH CITY CODE**

Upon annexation, the City shall cause the Subject Property to be classified as B-2 Highway Commercial District under the Zoning Ordinance of the City. Upon development of the Subject Property, they shall be brought into compliance with City Codes.

## **SECTION 3 STREETS AND SIDEWALKS**

The public improvements associated with the street ROW along the Subject Property' shall be required upon redevelopment of the property or reconstruction of any building. Such improvements shall be in accordance with City Engineering Design Standards and City of Rochelle City Code. The Landowner's justification for and receipt of funds associated with "redevelopment project costs" pursuant to the terms of any Intergovernmental Agreement entered into by and between the parties shall not constitute "redevelopment of the property" hereunder.

## **SECTION 4 WATER SUPPLY**

The Subject Property's water service is currently provided by a private well for commercial use. Upon failure of said existing well, the Landowner shall connect to the City water main as directed by the City's Public Works Department. The connection shall fully comply with Rochelle's City Code and all permit, tap, inspection, and other fees associated with the connection to the City Water Main shall be paid by the Landowner prior to any connection. Such connection is required upon redevelopment of the Subject Property. The Landowner's

justification for and receipt of funds associated with “redevelopment project costs” pursuant to the terms of any Intergovernmental Agreement entered into by and between the parties shall not constitute “redevelopment of the Subject Property” hereunder.

#### **SECTION 5 SANITARY SEWERS**

The Subject Property’s sanitary sewer line shall connect to the City sewer main as directed by the City’s Public Works Department when required as set forth below. The connection shall fully comply with Rochelle’s City Code and all permit, tap, inspection, and other fees associated with the connection to the City Sewer Main shall be paid. Such connection is required only upon redevelopment of the Subject Property’. The Landowner’s justification for and receipt of funds associated with “redevelopment project costs” pursuant to the terms of any Intergovernmental Agreement entered into by and between the parties shall not constitute “redevelopment of the Subject Property” hereunder.

#### **SECTION 6 EASEMENTS**

Landowner agree to grant to the City, and/or obtain grants to the City of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements which may serve the Subject Property. All such easements to be granted shall name the City and/or other appropriate entities designated by the City as grantee thereunder. It shall be the responsibility of Landowner to obtain all off-site easements necessary to serve the Subject Property; provided, however, the City agrees to assist, to the extent possible, the Landowner in obtaining any such required (if any) off-site easements.

## **SECTION 7 FUTURE DEVELOPMENT**

Any future development of the Subject Property shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the City as they exist on the date each respective permit for development is issued.

## **SECTION 8 UTILITIES**

All future electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the City's option.

## **SECTION 9 IMPACT REQUIREMENTS**

Landowner agrees that any and all recaptures, contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the City and are uniquely attributable to, reasonably related to and made necessary by the Annexation of the Subject Property into the City

## **SECTION 10 DISCONNECTION**

Landowner agrees and all subsequent owners and any subsequent developers, agree to take no action to disconnect, and to seek no petition for disconnection, of the Subject Property, or any portion thereof, from the City.

## **SECTION 11 PROPERTY TAXES**

Landowner represents and warrants that it is exempt from paying property tax to any local or state taxing body.

## **SECTION 12 TERM**

This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further terms as may hereinafter be authorized by statute and by City ordinance. If any of the terms of this Agreement, or the annexation or zoning of the Property, is challenged in any court proceeding,

then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of Term of this Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by the City pursuant to this Agreement.

### **SECTION 13 MISCELLANEOUS**

A. **Amendment.** This Agreement, and the exhibits attached hereto, may be amended only by mutual consent of the Parties or their successors in interest, by adoption of an ordinance by the City approving said amendment as approved by said Parties or their successors in interest.

B. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of the Agreement are declared to be severable. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken as the expense of Landowner.

C. **Entire Agreement.** This Agreement sets forth all agreements, undertakings and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

D. **Survival.** The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the City. The provisions of this Agreement related to zoning of the Property, easements, and any fees to be paid by Landowner, including without limitation impact fees of any nature, shall survive the termination of this Agreement. All fees and charges to be paid by Landowner under this Agreement shall be contractual and shall survive any judicial determination of the invalidity or inapplicability of any ordinance providing for payment of same.

E. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, Landowner, the Owners and their respective heirs, legal representatives, successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned without the City's approval, and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations seller may have under this Agreement which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed.

F. **Notices.** Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to City:

City Manager  
City of Rochelle  
420 North 6<sup>th</sup> Street

Rochelle, Illinois 61068

Copy to:

Peterson, Johnson & Murray-Chicago LLC  
Attn: Dominick Lanzito  
200 West Adams – Ste. 2125  
Chicago, Illinois 60606

If to Landowner:

Superintendent Jason Harper  
Rochelle Township High School  
1401 Flagg Road  
Rochelle, IL 61068

With a copy to:

Zukowski Law Offices  
Attn: Walter J. Zukowski  
817 Peoria St.  
Peru, IL 61354

Notices shall be deemed given on the fifth (5<sup>th</sup>) business day following deposit in the U.S. Mail if given by certified mail as aforesaid, and upon receipt, if personally delivered.

G. **Time of Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

H. **City Approval.** Wherever any approval or consent of the City, or of any of its departments, officials or employees, is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

**Rochelle Twp High School District No. 212,**  
an Illinois School District

By: \_\_\_\_\_  
Print:  
Its:

**CITY OF ROCHELLE,** an Illinois  
municipal corporation

By: \_\_\_\_\_  
Print: Jeff Fiegenschuh  
Its: City Manager