

STATE OF ILLINOIS)

SS

COUNTY OF WINNEBAGO)

PAMPHLET PUBLICATION CERTIFICATION FORM

I, Sally Jo Huggins, certify that I am the duly elected and acting Village Clerk of the Village of Winnebago, Winnebago County, Illinois.

I further certify that on OCTOBER 9, 2023 the Corporate Authorities of the above municipality passed and approved Resolution No. 2023-21 R, entitled, "RESOLUTION AUTHORIZING EXECUTION OF MDDGS, ENTERPRISES, LLC (LAWN CARE BY WALTER) AT 1515 S. MERIDIAN ROAD PRE-ANNEXATION AGREEMENT", which provided by its terms that it should be published in pamphlet form.

The pamphlet form of resolution No. 2023-21 R including the resolution and a cover thereof, was prepared and a copy of the resolution was posted in the Village office located at 108 West Main Street, Winnebago, Illinois, commencing on _____, 2023, and continuing for a least (10) days thereafter. Copies of the resolution were also available for public inspection upon request in the office of the Village Clerk located at the above Village office address.

DATED at Winnebago, Illinois, this _____ day of _____, 2023.

(SEAL)

Sally Jo Huggins, Village Clerk

VILLAGE OF WINNEBAGO

RESOLUTION NO. 2023 - _____

RESOLUTION AUTHORIZING EXECUTION OF MDDGS, ENTERPRISES, LLC
(LAWN CARE BY WALTER) AT 1515 S. MERIDIAN ROAD PRE-ANNEXATION
AGREEMENT

ADOPTED BY THE BOARD OF TRUSTEES

VILLAGE OF WINNEBAGO

THIS _____ DAY OF _____, 2023

Published in pamphlet form by authority of the Village Board of Trustees of the
Village of Winnebago, Illinois, this _____ day of _____, 2023

RESOLUTION NO. 2023- 21R

**RESOLUTION AUTHORIZING EXECUTION OF
MDDGS, ENTERPRISES, LLC (LAWN CARE BY WALTER)
AT 1515 S. MERIDIAN ROAD
PRE-ANNEXATION AGREEMENT**

WHEREAS, a Pre-Annexation Agreement has been submitted to the Village of Winnebago, Illinois, a municipal corporation, by MDDGS Enterprises, LLC, by its duly authorized representatives, Owner of the property legally described below, requesting that such land, which is not currently within the corporate limits of the Village of Winnebago be pre-annexed to the Village of Winnebago, Illinois, and zoned District No. 4—General Industrial District property pursuant to, and conditioned upon, the execution of a Pre-Annexation Agreement between the Village of Winnebago and MDDGS Enterprises, LLC, and

WHEREAS, requisite publication has been made, and requisite notices sent to the appropriate individuals or entities advising of the proposed Pre-Annexation Agreement; and

WHEREAS, the proposed Pre-Annexation Agreement has been reviewed by all of the corporate authorities, all public comment having been received at the public hearing held on May 22, 2023, as to the proposed zoning of the property, and a public hearing having been held on July 10, 2023 on the proposed Pre-Annexation Agreement.

BE IT RESOLVED, that the Village President shall execute, and the Village Clerk shall attest to, the proposed MDDGS Enterprises, LLC Pre-Annexation Agreement for the property located at 1515 S. Meridian Road in unincorporated Winnebago County, and legally described as follows:

PARCEL I

Part of the Northwest Quarter (1/4) of Fractional Section Thirteen (13), Township Twenty-six (26) North, Range Eleven (11) East of the Fourth (4th) Principal Meridian, bounded and described as follows, to wit; Commencing at the point of intersection of the North line of the premises conveyed by Alfred H. Coffin to the Chicago, Madison and Northern Railroad Company by Warranty Deed dated March 19, 1887 and recorded in Book 127 of Deeds on Page 222 in the Recorder's Office of Winnebago County, Illinois, with the Westerly line of premises dedicated for public road purposes by Russel H. Coffin to the State of Illinois, as recorded in Book 846 of Records on Page 597 and Book 644 of Records on Page 279 in said Recorder's Office (S. Meridian Road); thence North 00 degrees 53' 08" East, along said Westerly line 445.54 feet TO THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED PARCEL; thence South 89 degrees 57' 44" West, 593.11 feet; thence North 21 degrees 54' 00" East, 867.59 feet to the Southerly line of premises dedicated for public road purposes by Russell H. Coffin to the State of Illinois, as recorded in Book 852 of Records on Page 474 in said Recorder's Office; thence North 75 degrees 00' 36" East, along said Southerly line, 130.29 feet; thence Northeasterly, along a circular curve to the right, a radius of 3779.72 feet and whose center lies to the Southeast, to its intersection with the Westerly Right-of-Way line for Meridian Road (the chord across the last described circular curve course bears North 76 degrees 09' 21" East, 151.15 feet); thence South 00 degrees 00' 00" West, along said Westerly Right-of-Way line for Meridian Road, 673.47 feet; thence South 00 degrees 53' 08" West, along said Westerly Right-of-Way line for Meridian Road, 201.01 feet to the point of beginning; situated in Winnebago County, State of Illinois.

PARCEL II


Part of the Northwest Quarter (1/4) of Fractional Section 13, Township 26 North, Range 11 East of the 4th Principal Meridian, described as follows: Beginning at the point of intersection of the North line of the premises conveyed by Alfred H. Coffin to the Chicago, Madison and Northern Railroad Company by Warranty Deed dated March 19, 1887 and recorded in Book 127 of Deeds on Page 222 in the Recorder's Office of Winnebago County, Illinois, with the Westerly line of premises dedicated for public road purposes by Russell H. Coffin to the State of Illinois, as recorded in Book 846 of Records on Page 597 and Book 644 of Records on Page 279 in said Recorder's Office (S. Meridian Road); thence North 0 degrees 08' 29" West along said Westerly line, 445.33 feet; thence South 88 degrees 56' 38" West, 873.45 feet; thence South 1 degrees 01' 46" East, 417.58 feet to the North line of the aforesaid Chicago, Madison and Northern Railroad Company; thence South 89 degrees 13' 29" East along the North line of the Chicago, Madison and Northern Railroad Company, 866.99 feet to the point of beginning; situated in Winnebago Township, Winnebago County, Illinois.

P.I.N. 14-13-100-023

with such Pre-Annexation Agreement containing its latest revisions as of this date between the Village of Winnebago, Illinois, a municipal corporation, and MDDGS Enterprises, LLC, and with the parties to be bound by the terms stated in said Pre-Annexation Agreement. A copy of the final proposed Pre-Annexation Agreement marked Exhibit "A" is attached hereto, incorporated herein, and made a part hereof.


This resolution shall be effective immediately upon its introduction, passage, and approval.

APPROVED:



Franklin J. Eubank, Jr., President of the Board
of Trustees of the Village of Winnebago,
Illinois, a municipal corporation

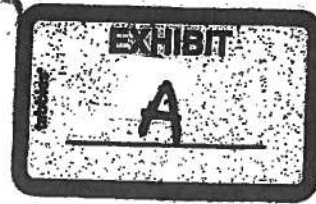
ATTEST:



Sally Jo Huggins,
Village Clerk

INTRODUCED: 10-9-2023
PASSED: 10-9-2023
APPROVED: 10-9-2023
PUBLISHED IN
PAMPHLET FORM: _____

VILLAGE OF WINNEBAGO
PRE-ANNEXATION AGREEMENT



This Pre-Annexation Agreement, made and effective on the latest date of signature below written, by and between MDDGS ENTERPRISES, LLC ("Owner"),
(list all titleholders to property)
and the VILLAGE OF WINNEBAGO, an Illinois municipal corporation ("Village").

RECITALS

- A. The Owner holds the entire fee simple title to the property legally described in Exhibit "A" attached hereto, hereinafter called "Property", commonly known as 1515 S. Meridian Rd., Rockford, IL 61102
(list full address and check applicable box or boxes)
- ☐ Consisting of vacant land (____ acres)
☐ Improved with a single family residence
☒ Improved with a commercial business known as LawnCare by Walter, Inc.
☐ Other: _____
(list type of property)

located in Winnebago County, Illinois, and bearing Property Identification Number (P.I.N.) 14-13-100-023. The drawing for the subject property which depicts the territory that is the subject of this Pre-Annexation Agreement that will eventually be annexed to the Village, as legally described herein, is attached hereto as Exhibit "B", and incorporated herein by reference.

- B. The Property is not presently within the limits of any municipality and is presently not contiguous to the present boundaries of the Village.
- C. Section 5/11-15.1-1 of the Illinois Municipal Code authorizes municipalities to enter into annexation agreements providing for the annexation of certain property upon the property becoming contiguous to the municipality and further states that lack of contiguity to the municipality of the property that is the subject of the annexation agreement does not affect the validity of the agreement.
- D. Although not specifically designated as such by statute, such annexation agreement entered into whereby the property to be annexed is not currently contiguous to the corporate limits of the annexing municipality, or any other municipality, but which provides for the annexation of certain property upon the property because contiguous to the annexing municipality, is often referred to as a Pre-Annexation agreement, and such terminology shall be used herein.
- E. Section 5/11-15.1-2.1 of the Illinois Municipal Code states that property that is the subject of an annexation agreement adopted under Division 15.1 is subject to the ordinances,

control, and jurisdiction of the annexing municipality in all respects, the same as property that lies within the annexing municipality's corporate limits.

- F. Owner(s) seek(s) to enter into a Pre-Annexation Agreement with the Village, to have the property annexed to the Village once the property becomes contiguous to the corporate limits of the Village, and to continue Owner's use of the property as:

- ☐ Single-Family Residential (Village Zoning District No. 1)
- ☐ Two-Family Residential (Village Zoning District No. 2)
- ☐ Multi-Family Residential (Village Zoning District No. 2-M)
- ☐ General Business (Village Zoning District No. 3)
- ☒ General Industrial (Village Zoning District No. 4)
- ☐ Light Industrial (Village Zoning District No. 5)
- ☐ Farmland with livestock (Village Zoning District No. 6)
- ☐ Farmland without livestock (Village Zoning District No. 7)
- ☐ Farmland without livestock (Village Zoning District No. 7)
- ☐ Other: _____

- G. On _____, 20____, after duly published notice, as required by statute and ordinance, the Planning and Zoning Commission of the Village conducted public hearings on the Zoning Code amendment and the zoning classification to be assigned to the Property as provided in Section 3 of this Agreement. Upon adjournment of the public hearings the Planning and Zoning Commission of the Village made recommendations regarding such items to the Village Board in the manner provided by law.

- H. Pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Pre-Annexation Agreement, similar in substance and form to this Agreement was submitted to the President and Village Board of Trustees (hereafter collectively referred to as the "Corporate Authorities"), and on _____, 20____, after duly published notice, pursuant to statute, the Village Board conducted a public hearing on this Pre-Annexation Agreement.

- I. Due and proper notice of the proposed Pre-Annexation has been given to the Trustees of the Win-Bur-Sew Fire Protection District, the Winnebago Public Library District, Winnebago Township and the Winnebago Township Road Commissioner of Highways, more than ten (10) days prior to any action being taken on the Pre-Annexation of the Property.

- J. The Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the Village Planning and Zoning Commission in connection with the proposed zoning of the Property and have further duly considered the terms and provisions of this Agreement 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 to execute, and the Village Clerk to attest, this Pre-Annexation Agreement on behalf of the Village.

- K. The Village authorities have determined that the Pre-Annexation and the eventual annexation of the Property described in Exhibit "A" pursuant to the terms and conditions

of this Pre-Annexation Agreement would further the growth of the Village, enable the Village to cultivate the development of the area, increase the taxable value of the property within the Village, expand the corporate limits and production of the Village, and otherwise enhance and promote the health, safety, and general welfare of the residents of the Village.

- L. Performance by both the Owner and the Village of their respective obligations under this Pre-Annexation Agreement is important not only to the health, safety, and welfare of the general public, but also to the enjoyment and use of publicly and privately held property located in the vicinity of the Property.
- M. The Owner shall execute and file a Petition for Annexation to the Village in the form attached as Exhibit "D" within thirty (30) days of when the Property becomes contiguous to the Village. The Owner also agrees that the filing of a petition to annex upon the Property becoming contiguous is an obligation that runs with the land, and Owner shall include as a condition on any future land sold that any owner of the Property who acquires an interest in the Property, subsequent to the execution of this Pre-Annexation Agreement, agrees to execute a Petition for Annexation immediately upon the property becoming contiguous, and should any current owner, at the time the Property becomes contiguous, fail to execute said petition, such owner or owners agree(s) to automatically appoint the Village President, as Attorney in Fact, with authority to sign the petition on behalf of any such owner or owners with an interest at the time the Property becomes contiguous. Said petition shall then be submitted to the Village Board and accepted as provided by law, subject to all of the terms and conditions contained in this Pre-Annexation Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the promises of each of the parties to the other and the covenants contained herein, it is hereby agreed as follows:

Section 1. – Recitals

- 1.1 The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and incorporate such recitals into this Pre-Annexation Agreement as if fully set forth in this Section 1.

Section 2. – Annexation

- 2.1 Accompanying this Pre-Annexation Agreement, and attached hereto as Exhibit "C" is a copy of the Petition to Enter Pre-Annexation Agreement with the Village (with attached exhibits) in the form required by law, the original of which has been duly executed by all Owner(s) of the property and 51% of the electors residing thereon, if there are any so residing.
- 2.2 Accompanying this Pre-Annexation Agreement and attached hereto as Exhibit "D" is a copy of the Petition for Annexation to the Village (without attached exhibits) in the form required by law, the original of which shall be duly executed by the Owner(s) of the Property, and 51% of electors residing thereon, if any be, and properly filed with the Village within thirty (30) days of when the Property becomes contiguous to the Village.

- 2.3 The Property shall be duly annexed to the Village by ordinance in conformity with and pursuant to 65 ILCS 5/7-1-1 and 7-1-8, subject to the terms and conditions of this Pre-Annexation Agreement, and the Village shall follow the terms of this Pre-Annexation Agreement in conformity with 65 ILCS 5/11-15.1-1 et seq. when the Property becomes contiguous to the Village.
- 2.4 Upon the execution of this Pre-Annexation Agreement by all Parties, the Corporate Authorities shall proceed, subject to the terms and conditions set forth in this Pre-Annexation Agreement, to annex the Property to the Village and do all things necessary or appropriate to cause the Property to be validly annexed to the Village once it becomes contiguous. All ordinances, plats, affidavits, and other documents necessary to accomplish annexation shall be recorded by the Village at Owner's expense. Without Owner's written consent, no action can be taken by the Corporate Authorities to annex the Property to the Village unless: (a) this Pre-Annexation Agreement has been fully executed by all Parties; and (b) the Property is annexed to the Village once it becomes contiguous, in its entirety, at one time.

Section 3. – Zoning

- 3.1 Simultaneous with the acceptance of this Pre-Annexation Agreement by ordinance, the Village shall pass the required ordinance providing for a zoning map amendment of the Property from its **General Industrial (IG)** _____, Winnebago County designation, to
(list current zoning designation)
the Village of Winnebago zoning designation of **General Industrial District #4** _____,
(list zoning designation property to have with Village)
subject to the provisions of Section 3.2 hereinbelow.
- 3.2 Any public hearing required by law to be held before the adoption of any such zoning ordinance amendment as provided for in Paragraph 3.1 above shall be held prior to the execution of this Pre-Annexation Agreement by the Village, and such ordinance amendment shall be enacted according to law only after determining after the public hearing on the zoning ordinance amendment that such zoning is the appropriate zoning for the Property.
- 3.3 Except as expressly provided for in this Pre-Annexation Agreement, the Village agrees not to enact, adopt, or promulgate during the term of this Pre-Annexation Agreement any rule, ordinance, or regulation which would prohibit or materially inhibit the zoning of the Property as contemplated by this Pre-Annexation Agreement.
- 3.4 The Village shall amend its Comprehensive Plan to designate the zoning of the property with the following zoning designation once all necessary public hearings on the zoning have been held and the Village Board has rezoned the property:

- ☐ Single-Family Residential (Village Zoning District No. 1)
- ☐ Two-Family Residential (Village Zoning District No. 2)
- ☐ Multi-Family Residential (Village Zoning District No. 2-M)
- ☐ General Business (Village Zoning District No. 3)
- ☒ General Industrial (Village Zoning District No. 4)
- ☐ Light Industrial (Village Zoning District No. 5)

- ☐ Farmland with livestock (Village Zoning District No. 6)
☐ Farmland without livestock (Village Zoning District No. 7)
☐ Farmland without livestock (Village Zoning District No. 7)
☐ Other: _____

Section 4. – Subdivision

- 4.1 Except as specifically stated elsewhere in this Agreement, Owner(s) shall comply with all zoning and subdivision requirements of the Village, as amended, and as in effect at the time of any application for and issuance of a building permit. All homes to be constructed will be inspected by the Village Building Official and Village Building Inspectors.

Section 5. – Well

- 5.1 The Owner(s) shall be allowed to continue to have such Property served by existing individual well, which well shall have been constructed and permitted in accordance with County of Winnebago standards and ordinances, as long as there is not a system failure. If there is a failure of the well, then where there is a public water supply main within 500 feet, as measured along a public right of way, or existing easement, of the property line of the property proposed to be served by a private well, no permit for such a well shall be issued, and the property shall connect to the public water supply. Furthermore, no permit shall be issued for a private well on any property which is already connected to and served by a public water system, except that non-residential properties may be permitted to install a well for non-potable purposes, provided it is approved by the appropriate water utility, and the system complies with all cross-connection controls and ordinances. If sufficient water supply and/or water main extension is not available through the Village at the time of system failure then the Owner(s) shall be allowed to have new well constructed and permitted in accordance with County of Winnebago standards and ordinances until such time that there be a failure of that new system, and then hook up requirements shall be as set forth above.

Section 6. – Septic

- 6.1 The Owner(s) shall be allowed to continue to having such property serviced by an individual septic system, provided the same was constructed and permitted per Winnebago County ordinances and Codes, until the Rock River Water Reclamation District requires hook up to its services. Owner(s) is/are referred to <http://www.rrwr.dst.il.us> to check Rock River Water Reclamation District rules, regulations, and costs.

Section 7. – Mutual Assistance

- 7.1 The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Pre-Annexation Agreement and to aid and assist each other in carrying out the terms and objectives of this Pre-Annexation Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances, and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Pre-Annexation Agreement, and as may be necessary to give effect to the terms and

objectives of this Pre-Annexation Agreement and the intentions of the Parties as reflected by said terms.

Section 8. – Annexation, Recapture, Impact, and User Fees

- 8.1 The Village represents that, except as stated hereinbelow, no Pre-Annexation fees, annexation fees, impact fees, donation or contributions (in cash or in kind), shall be due and payable by Owner(s) to the Village as a result of the Pre-Annexation or future annexation of the Property to the Village. Additionally, no recapture fees are due and payable by Owner(s) to any person or entity as a result of the Pre-Annexation of the Property to the Village or will be due by Owner (s) as a result of annexation or as a result of connection to any utility improvements serving the Property. The above notwithstanding, nothing in this Pre-Annexation Agreement shall prohibit the Village from imposing impact fees or requiring donations or contributions (in cash or in kind) in association with the same upon the then owner of the Property in the future in the event that the Property is ever re-zoned for a use other than **General Industrial District #4**
(list zoning designation)

and/or developed as a subdivision or planned unit development. Also, nothing in this Pre-Annexation Agreement shall prohibit recapture fees being due and payable by a future Owner(s) of the property. Except as otherwise stated in this Agreement, the Property shall be subject to all present and future ordinances, laws, and regulations of the Village.

- 8.2 User fees charged by the Village, such as water, sewer, and garbage fees, and other user fees not otherwise addressed by this Pre-Annexation Agreement may be increased, provided such increases are generally applicable to the Village residents and are reasonably related to increased costs incurred by the Village in providing such services for which such fees are assessed.

Section 9. – Continuation of Current Uses

- 9.1 The Property is presently being used for:
(check applicable box)
- | | |
|-------------------------------------|----------------------------|
| <input type="checkbox"/> | Single-Family Residential |
| <input type="checkbox"/> | Two-Family Residential |
| <input type="checkbox"/> | Multi-Family Residential |
| <input type="checkbox"/> | General Business |
| <input checked="" type="checkbox"/> | General Industrial |
| <input type="checkbox"/> | Light Industrial |
| <input type="checkbox"/> | Farmland with livestock |
| <input type="checkbox"/> | Farmland without livestock |

In reviewing the Pre-Annexation Agreement, the Village has given due consideration to the continuation of such current uses, even if nonconforming. Accordingly, and notwithstanding any provision of the Village's Zoning Ordinance, or any other code, ordinance, or regulation, now in effect or adopted during the term of this Pre-Annexation Agreement, the current above selected use of the Property shall be permitted to continue.

Section 10. – Special Assessments and Taxation

- 10.1 Without the prior written consent of Owner, the Village shall not establish any special assessment, special tax, or special service area resulting in special service fee obligations in reference to the Property or any portion of the Property.
- 10.2 Notwithstanding the above, nothing in this section shall prevent the Village from levying or imposing additional taxes upon the Property in the manner provided by law which are applicable to and apply equally to all other properties within the Village.

Section 11. – Term

- 11.1 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 term as may hereinafter be authorized by statute and by Village ordinance. If any of the terms of this Pre-Annexation Agreement, or the pre-annexation, 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 the term of this Pre-Annexation Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted or other obligations of the Village by the Village pursuant to this Pre-Annexation Agreement.

Section 12. – Remedies

- 12.1 Upon a breach of this Pre-Annexation Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, and/or may be awarded damages for failure of performance. No action taken by any party hereto pursuant to the provisions of this Section 12, or pursuant to the provisions of any other section of this Pre-Annexation Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Pre-Annexation Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or in equity.
- 12.2 In the event of a material breach of this Pre-Annexation Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended for not less than thirty (30) days, with the exact time frame determined by the nondefaulting party, if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).
- 12.3 If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice (or within any extended time period allowed as provided in Paragraph 12.2, above), then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all

reasonable costs and expenses (including, but not limited to, attorney's fees and litigation expenses) incurred by it in connection with action taken to cure such default.

- 12.4 The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but rather the same shall continue in full force and effect.
- 12.5 If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes, or similar acts) the time for such performance shall be extended by the amount of time of such delay.

Section 13. - Miscellaneous

- 13.1 **Amendment.** This Pre-Annexation Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, after any required public hearing(s) have been held, and by the execution of said amendment by the Parties or their successors in interest.
- 13.2 **Severability.** If any provision, covenant, agreement, or portion of this Pre-Annexation 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, or portions of this Pre-Annexation Agreement, and to that end, all provisions, covenants, agreements, and portions of this Pre-Annexation Agreement are declared to be severable. If for any reason the annexation of the Property is ruled invalid, in whole or in part, the Village, 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 Pre-Annexation Agreement and the objectives of the Parties, as disclosed by this Pre-Annexation Agreement.
- 13.3 **Entire Agreement.** This Pre-Annexation Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Pre-Annexation Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.
- 13.4 **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 Village.
- 13.5 **Successors and Assigns.** This Pre-Annexation Agreement shall inure to the benefit of, and be binding upon, the successors, grantees, lessees, legal representatives, and assigns of the Owner, and upon successor corporate authorities of the Village and successor municipalities, and shall constitute a covenant running with the land. This Pre-Annexation Agreement may not be assigned without Village approval, and only upon assignment, acceptance by an assignee, and approval by the Village, the assignor shall have no further obligations hereunder. If a portion of the Property is sold, provided there is notice given to the Village and the Village consents, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement (excluding rights of recapture) 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.

- 13.6 Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.
- 13.7 No Partnership. The Village does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venture participant of or with Owner.
- 13.8 Village Approval. Whenever any approval or consent of the Village, or of any of its departments, officials, or employees is called for under this Pre-Annexation Agreement, the same shall not be unreasonably withheld or delayed.
- 13.9 Captions and Paragraph Headings. This Pre-Annexation Agreement shall be construed without reference to titles of articles, and/or paragraph headings, which are inserted only for convenience.
- 13.10 Contiguity. Owner shall, upon the request of the Village, take reasonable action to support efforts by the Village to achieve contiguity between the Property and the corporate limits of the Village so as to facilitate annexation of the Property, at no cost to the Owner.
- 13.11 Notices. Any notice required or permitted by the provisions of this Pre-Annexation 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, with notice, if given by Certified Mail, Return Receipt Requested, as aforesaid, or if personally delivered, deemed given upon receipt, except if the notice is sent by Certified Mail, Return Receipt Requested and returned to sender as refused, or undeliverable, such notice shall be deemed to have been given on the date of refusal:

If to the Village:

Village of Winnebago
108 West Main Street
Winnebago, IL 61088

With a copy to:

Attorney Mary J. Gaziano
One Court Place--Suite 200
Rockford, IL 61101

If to Owner:

(List name of Owner or Owners)

(List street address of Owner or Owners)

(List city, state, and zip code of Owner or Owners)

With a copy to:

(List name of Owner's or Owners' Attorney)

(List street address of Owner's or Owners' Attorney)

(List city, state, and zip code of Owner's or Owners' Attorney)

IN WITNESS WHEREOF, the parties hereto have executed this Pre-Annexation 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 Pre-Annexation Agreement.

VILLAGE OF WINNEBAGO:

By: _____

Its: Village President

ATTEST:

Its: Village Clerk

OWNER:

By: Deborah K. Walter

Deborah K. Walter
(Print name of Owner/Co-Owner)

OWNER:

By: Mark A. Walter

Mark A. Walter
(Print name of Owner/Co-Owner)

EXHIBIT "A"

Parcel I

Part of the Northwest Quarter (1/4) of Fractional Section Thirteen (13), Township Twenty-six (26) North, Range Eleven (11) East of the Fourth (4th) Principal Meridian, bounded and described as follows, to-wit: Commencing at the point of Intersection of the North line of the premises conveyed by Alfred H. Coffin to the Chicago, Madison and Northern Railroad Company by Warranty Deed dated March 19, 1887 and recorded in Book 127 of Deeds on Page 222 in the Recorder's Office of Winnebago County, Illinois, with the Westerly line of premises dedicated for public road purposes by Russell H. Coffin to the State of Illinois, as recorded in Book 846 of Records on Page 697 and Book 844 of Records on Page 279 in said Recorder's Office (S. Meridian Road); thence North 00 degrees 53' 08" East, along said Westerly line 445.54 feet TO THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED PARCEL; thence South 89 degrees 57' 44" West, 593.11 feet; thence North 21 degrees 54' 00" East, 867.59 feet to the Southern line of premises dedicated for public road purposes by Russell H. Coffin to the State of Illinois, as recorded in Book 852 of Records on Page 474 in said Recorder's Office; thence North 75 degrees 00' 36" East, along said Southern line, 120.29 feet; thence Northeasterly, along a circular curve to the right, a radius of 3779.72 feet and whose center lies to the Southeast, to its intersection with the Westerly Right-of-Way line for Meridian Road (the chord across the last described circular curve course bears North 76 degrees 09' 21" East, 151.15 feet); thence South 00 degrees 00' 00" West, along said Westerly Right-of-Way line for Meridian Road, 673.47 feet; thence South 00 degrees 53' 08" West, along said Westerly Right-of-Way line for Meridian Road, 201.01 feet to the point of beginning; situated in Winnebago County, State of Illinois.

Parcel II

Part of the Northwest Quarter (1/4) of Fractional Section 13, Township 26 North, Range 11 East of the 4th Principal Meridian, described as follows:

Beginning at the point of Intersection of the North line of the premises conveyed by Alfred H. Coffin to the Chicago, Madison and Northern Railroad Company by Warranty Deed dated March 19, 1887 and recorded in Book 127 of Deeds on Page 222 in the Recorder's Office of Winnebago County, Illinois, with the Westerly line of premises dedicated for public road purposes by Russell H. Coffin to the State of Illinois, as recorded in Book 846 of Records on Page 697 and Book 844 of Records on Page 279 in said Recorder's Office (S. Meridian Road); thence North 0 degrees 08' 20" West along said Westerly line, 446.33 feet; thence South 88 degrees 55' 38" West, 873.45 feet; thence South 1 degrees 01' 46" East, 417.58 feet to the North line of the aforesaid Chicago, Madison and Northern Railroad Company; thence South 89 degrees 13' 29" East along the North line of the Chicago, Madison and Northern Railroad Company, 868.99 feet to the point of beginning; situated in Winnebago Township, Winnebago County, Illinois.

B-1



1553 S MERIDIAN RD

Pin	Alt.Pin	Property Size
1413100023	null	Sq. Feet: 734236 Acres: 16.86

Owner Name and Address

MDDGS ENTERPRISES LLC,
4753 S PERRYVILLE RD
CHERRY VALLEY, IL 61016

Taxpayer Name and Address

Legal Description

BEG INSECTN W LN MERIDIAN RD & N LN RR ROW W 866.99 FT N 417.58 FT E TO A PT 593.11 FT W OF W LN MERIDIAN RD NE 867.59 FT TO S ROW LN NE 130.29 FT NE 151.15 FT S 673.47 FT S 201.01 FT TH S 445.54 FT TO POB PT NW FRL 1/4 SEC 13-26-11 16.86A(c)



1553 S MERIDIAN RD

Pin

1413100023

Alt.Pin

null

Property Size

Sq. Feet: 734236 | Acres: 16.86

Owner Name and Address

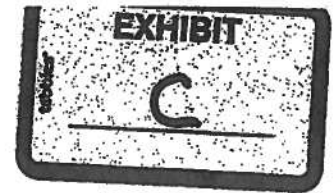
MDDGS ENTERPRISES LLC ,

4753 S PERRYVILLE RD

CHERRY VALLEY, IL 61016

Taxpayer Name and Address**Legal Description**

BEG INSECTN W LN MERIDIAN RD & N LN RR ROW W 866.99 FT N 417.58 FT E TO A PT 593.11 FT W OF W LN MERIDIAN RD NE 867.59 FT TO S ROW LN NE 130.29 FT NE 151.15 FT S 673.47 FT S 201.01 FT TH S 445.54 FT TO POB PT NW FRL 1/4 SEC 13-26-11 16.86A(c)



TO THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF WINNEBAGO, WINNEBAGO COUNTY, ILLINOIS

PETITION TO ENTER INTO PRE-ANNEXATION AGREEMENT
WITH VILLAGE OF WINNEBAGO

The Petitioner(s) MDDGS ENTERPRISES, LLC, on oath
respectfully represent(s):

1. That Petitioner(s) is/are the sole owner(s) of the property located at
1515 S. Meridian Rd., Rockford, in Winnebago
(list full address)
County, (hereinafter referred to as the "Pre-Annexation Property").
2. The Pre-Annexation Property is described as follows:

See Exhibit "A" attached hereto and made a part hereof consisting of full legal
description of the Pre-Annexation Property. (either obtain at Winnebago County
Recorder's Office, or attach copy of deed to property by which you acquired title)
3. The Pre-Annexation Property is: (check applicable box)
☐ vacant land and there is no residence on the Pre-Annexation Property.
☐ occupied and there is a residence on the Pre-Annexation Property.
☐ unoccupied and there is a residence on the Pre-Annexation Property.
☐ occupied and there is a business on the Pre-Annexation Property known
as _____.
☒ unoccupied and there is a business on the Pre-Annexation Property known
as LawnCare by Walter, Inc..
4. As to the Electors named hereinbelow (defined as anyone registered to vote):
☐ they reside on the Pre-Annexation Property and are all the same individuals
as the owners of the Pre-Annexation Property.
☐ they reside on the Pre-Annexation Property and are not the property owners,
but at least 51% of the Electors on the Pre-Annexation Property join in this
petition.
☒ there are none because the Pre-Annexation Property is vacant land, or is
property with a residence thereon, but it is unoccupied, or is property with a
business on it and no residents.
5. The Pre-Annexation Property does not lie within the corporate boundaries of any
municipality.
6. The Pre-Annexation Property is **NOT** currently contiguous to the corporate
limits of the Village of Winnebago.

7. Attached to this Petition as Exhibit "B" is a proposed Pre-Annexation Agreement which Petitioner(s) desire(s) to enter into with the Village of Winnebago.

PETITIONER(S) RESPECTFULLY REQUEST(S):

- A. The Village of Winnebago enter into a Pre-Annexation Agreement with Petitioner(s) in accordance with the copy of the Pre-Annexation Agreement attached hereto, and pursuant to Section 5/11-15.1-1 through Section 5/11-15.1-5 of the Illinois Municipal Code of the State of Illinois, and further pursuant to the Zoning Ordinances of the Village of Winnebago effective as of the date of this petition.
- B. Upon the Pre-Annexation Property becoming contiguous to the Village, that the Village annex the Pre-Annexation Property to the Village of Winnebago, by ordinance of the Board of Trustees of the Village of Winnebago, signed by the Village President pursuant to 65 ILCS 5/7-1-1 and 5/7-1-8 of the Illinois Municipal Code of the State of Illinois, according to the provisions of the Pre-Annexation Agreement as set forth herein, or as modified prior to signature by all parties, or as modified pursuant to said Illinois Municipal Code.
- C. Such other action be taken as is appropriate.

Dated this 14th day of April, 2023.

**OWNER(S)/
PETITIONER(S)**

ELECTOR(S):

Deborah K. Walter
(sign name)

(sign name)

Deborah K. Walter
(print name)

(print name)

+ Mark A. Walter
(sign name)

(sign name)

r Mark A. Walter
(print name)

(print name)

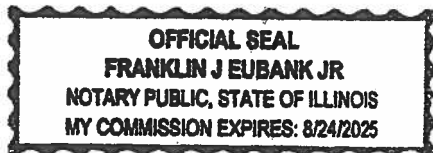
STATE OF ILLINOIS)

COUNTY OF Winnebago)

SS

On this 14th day of April, 2023, before me, a Notary Public, appeared Deborah K. Walter and Mark A. Walter, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.



Franklin J. Eubank Jr.
NOTARY PUBLIC

STATE OF ILLINOIS)

COUNTY OF _____)

SS

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

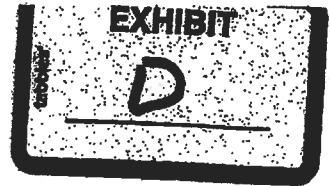
NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC



TO THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF WINNEBAGO, WINNEBAGO COUNTY, ILLINOIS

PETITION FOR ANNEXATION TO THE VILLAGE OF WINNEBAGO
(With Prior Pre-Annexation Agreement)

The Petitioner(s) _____, on oath,
respectfully represent(s):

1. That Petitioner(s) is/are the sole owner(s) of the property located at
1515 S. Meridian Rd., Rockford, in Winnebago
(list full address)
County, (hereinafter referred to as the "Annexation Property").
2. The Annexation Property is described as follows:

See Exhibit "A" attached hereto and made a part hereof consisting of full legal description of Annexation Property (either obtain at Winnebago County Recorder's Office or attached copy of deed to property by which you acquired title).
3. The Annexation Property is: (check applicable box)
☐ vacant land and there is no residence on the Annexation Property.
☐ occupied and there is a residence on the Annexation Property.
☐ unoccupied and there is a residence on the Annexation Property.
☐ occupied and there is a business on the Annexation Property known as _____
☒ unoccupied and there is a business on the Annexation Property known as _____
4. As to the Electors named hereinbelow (defined as anyone registered to vote):
☐ they reside on the Annexation Property and are all the same individuals as the owners of the Annexation Property.
☐ they reside on the Annexation Property and are not the property owners, but at least 51% of the Electors on the Annexation Property join in this petition.
☒ there are none because the Annexation Property is vacant land, or is property with a residence thereon, but it is unoccupied, or is a property with a business on it and no residents.
5. The Annexation Property does not lie within the corporate boundaries of any municipality.
6. The Annexation Property IS now contiguous to the corporate limits of the Village of Winnebago.
7. Attached to this petition as Exhibit "B" is a copy of the signed Petition to Enter into Pre-Annexation Agreement with Village of Winnebago, previously filed with

the Village on _____, and attached hereto as Exhibit "C" is a copy of the signed Pre-Annexation Agreement entered into with the Village of Winnebago on _____.

8. Attached hereto as Exhibit "^D~~C~~" is a copy of the Plat of Annexation prepared by a registered Illinois land surveyor.
9. The Pre-Annexation Agreement provided that within thirty (30) days of when the Pre-Annexation property became contiguous to the Village that a Petition for Annexation would be filed, and the instant petition is being filed since the Pre-Annexation property is now contiguous to the corporate limits of the Village of Winnebago.

PETITIONER(S) RESPECTFULLY REQUEST(S):

- A. The Village, pursuant to the terms of the Pre-Annexation Agreement previously executed between the parties, annex the Annexation Property to the Village of Winnebago, via ordinance voted on by the Board of Trustees and signed by the Village President, and attested by the Village Clerk, pursuant to 65 ILCS 5/7-1-1 and 5/7-1-8 of the Illinois Municipal Code of the State of Illinois.
- B. Such other action be taken as is appropriate.

Dated this _____ day of _____, 20____.

**OWNER(S)/
PETITIONER(S)**

ELECTOR(S):

(sign name)

(sign name)

(print name)

(print name)

(sign name)

(sign name)

(print name)

(print name)

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC

VILLAGE OF WINNEBAGO
PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement, made and effective on the latest date of signature below written, by and between MDDGS ENTERPRISES, LLC ("Owner"),
(list all titleholders to property)
and the VILLAGE OF WINNEBAGO, an Illinois municipal corporation ("Village").

RECITALS

- A. The Owner holds the entire fee simple title to the property legally described in Exhibit "A" attached hereto, hereinafter called "Property", commonly known as 1515 S. Meridian Rd., Rockford, IL 61102
(list full address and check applicable box or boxes)

- ☐ Consisting of vacant land (____ acres)
☐ Improved with a single family residence
☒ Improved with a commercial business known as LawnCare by Walter, Inc.
☐ Other: _____
(list type of property)

located in Winnebago County, Illinois, and bearing Property Identification Number (P.I.N.) 14-13-100-023. The drawing for the subject property which depicts the territory that is the subject of this Pre-Annexation Agreement that will eventually be annexed to the Village, as legally described herein, is attached hereto as Exhibit "B", and incorporated herein by reference.

- B. The Property is not presently within the limits of any municipality and is presently not contiguous to the present boundaries of the Village.
- C. Section 5/11-15.1-1 of the Illinois Municipal Code authorizes municipalities to enter into annexation agreements providing for the annexation of certain property upon the property becoming contiguous to the municipality and further states that lack of contiguity to the municipality of the property that is the subject of the annexation agreement does not affect the validity of the agreement.
- D. Although not specifically designated as such by statute, such annexation agreement entered into whereby the property to be annexed is not currently contiguous to the corporate limits of the annexing municipality, or any other municipality, but which provides for the annexation of certain property upon the property because contiguous to the annexing municipality, is often referred to as a Pre-Annexation agreement, and such terminology shall be used herein.
- E. Section 5/11-15.1-2.1 of the Illinois Municipal Code states that property that is the subject of an annexation agreement adopted under Division 15.1 is subject to the ordinances,

control, and jurisdiction of the annexing municipality in all respects, the same as property that lies within the annexing municipality's corporate limits.

- F. Owner(s) seek(s) to enter into a Pre-Annexation Agreement with the Village, to have the property annexed to the Village once the property becomes contiguous to the corporate limits of the Village, and to continue Owner's use of the property as:
- ☐ Single-Family Residential (Village Zoning District No. 1)
 - ☐ Two-Family Residential (Village Zoning District No. 2)
 - ☐ Multi-Family Residential (Village Zoning District No. 2-M)
 - ☐ General Business (Village Zoning District No. 3)
 - ☒ General Industrial (Village Zoning District No. 4)
 - ☐ Light Industrial (Village Zoning District No. 5)
 - ☐ Farmland with livestock (Village Zoning District No. 6)
 - ☐ Farmland without livestock (Village Zoning District No. 7)
 - ☐ Farmland without livestock (Village Zoning District No. 7)
 - ☐ Other: _____
- G. On _____, 20____, after duly published notice, as required by statute and ordinance, the Planning and Zoning Commission of the Village conducted public hearings on the Zoning Code amendment and the zoning classification to be assigned to the Property as provided in Section 3 of this Agreement. Upon adjournment of the public hearings the Planning and Zoning Commission of the Village made recommendations regarding such items to the Village Board in the manner provided by law.
- H. Pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Pre-Annexation Agreement, similar in substance and form to this Agreement was submitted to the President and Village Board of Trustees (hereafter collectively referred to as the "Corporate Authorities"), and on _____, 20____, after duly published notice, pursuant to statute, the Village Board conducted a public hearing on this Pre-Annexation Agreement.
- I. Due and proper notice of the proposed Pre-Annexation has been given to the Trustees of the Win-Bur-Sew Fire Protection District, the Winnebago Public Library District, Winnebago Township and the Winnebago Township Road Commissioner of Highways, more than ten (10) days prior to any action being taken on the Pre-Annexation of the Property.
- J. The Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the Village Planning and Zoning Commission in connection with the proposed zoning of the Property and have further duly considered the terms and provisions of this Agreement 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 to execute, and the Village Clerk to attest, this Pre-Annexation Agreement on behalf of the Village.
- K. The Village authorities have determined that the Pre-Annexation and the eventual annexation of the Property described in Exhibit "A" pursuant to the terms and conditions

of this Pre-Annexation Agreement would further the growth of the Village, enable the Village to cultivate the development of the area, increase the taxable value of the property within the Village, expand the corporate limits and production of the Village, and otherwise enhance and promote the health, safety, and general welfare of the residents of the Village.

- L. Performance by both the Owner and the Village of their respective obligations under this Pre-Annexation Agreement is important not only to the health, safety, and welfare of the general public, but also to the enjoyment and use of publicly and privately held property located in the vicinity of the Property.
- M. The Owner shall execute and file a Petition for Annexation to the Village in the form attached as Exhibit "D" within thirty (30) days of when the Property becomes contiguous to the Village. The Owner also agrees that the filing of a petition to annex upon the Property becoming contiguous is an obligation that runs with the land, and Owner shall include as a condition on any future land sold that any owner of the Property who acquires an interest in the Property, subsequent to the execution of this Pre-Annexation Agreement, agrees to execute a Petition for Annexation immediately upon the property becoming contiguous, and should any current owner, at the time the Property becomes contiguous, fail to execute said petition, such owner or owners agree(s) to automatically appoint the Village President, as Attorney in Fact, with authority to sign the petition on behalf of any such owner or owners with an interest at the time the Property becomes contiguous. Said petition shall then be submitted to the Village Board and accepted as provided by law, subject to all of the terms and conditions contained in this Pre-Annexation Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the promises of each of the parties to the other and the covenants contained herein, it is hereby agreed as follows:

Section 1. – Recitals

- 1.1 The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and incorporate such recitals into this Pre-Annexation Agreement as if fully set forth in this Section 1.

Section 2. – Annexation

- 2.1 Accompanying this Pre-Annexation Agreement, and attached hereto as Exhibit "C" is a copy of the Petition to Enter Pre-Annexation Agreement with the Village (with attached exhibits) in the form required by law, the original of which has been duly executed by all Owner(s) of the property and 51% of the electors residing thereon, if there are any so residing.
- 2.2 Accompanying this Pre-Annexation Agreement and attached hereto as Exhibit "D" is a copy of the Petition for Annexation to the Village (without attached exhibits) in the form required by law, the original of which shall be duly executed by the Owner(s) of the Property, and 51% of electors residing thereon, if any be, and properly filed with the Village within thirty (30) days of when the Property becomes contiguous to the Village.

- 2.3 The Property shall be duly annexed to the Village by ordinance in conformity with and pursuant to 65 ILCS 5/7-1-1 and 7-1-8, subject to the terms and conditions of this Pre-Annexation Agreement, and the Village shall follow the terms of this Pre-Annexation Agreement in conformity with 65 ILCS 5/11-15.1-1 et seq. when the Property becomes contiguous to the Village.
- 2.4 Upon the execution of this Pre-Annexation Agreement by all Parties, the Corporate Authorities shall proceed, subject to the terms and conditions set forth in this Pre-Annexation Agreement, to annex the Property to the Village and do all things necessary or appropriate to cause the Property to be validly annexed to the Village once it becomes contiguous. All ordinances, plats, affidavits, and other documents necessary to accomplish annexation shall be recorded by the Village at Owner's expense. Without Owner's written consent, no action can be taken by the Corporate Authorities to annex the Property to the Village unless: (a) this Pre-Annexation Agreement has been fully executed by all Parties; and (b) the Property is annexed to the Village once it becomes contiguous, in its entirety, at one time.

Section 3. – Zoning

- 3.1 Simultaneous with the acceptance of this Pre-Annexation Agreement by ordinance, the Village shall pass the required ordinance providing for a zoning map amendment of the Property from its General Industrial (IG) (list current zoning designation), Winnebago County designation, to the Village of Winnebago zoning designation of General Industrial District #4 (list zoning designation property to have with Village), subject to the provisions of Section 3.2 hereinbelow.
- 3.2 Any public hearing required by law to be held before the adoption of any such zoning ordinance amendment as provided for in Paragraph 3.1 above shall be held prior to the execution of this Pre-Annexation Agreement by the Village, and such ordinance amendment shall be enacted according to law only after determining after the public hearing on the zoning ordinance amendment that such zoning is the appropriate zoning for the Property.
- 3.3 Except as expressly provided for in this Pre-Annexation Agreement, the Village agrees not to enact, adopt, or promulgate during the term of this Pre-Annexation Agreement any rule, ordinance, or regulation which would prohibit or materially inhibit the zoning of the Property as contemplated by this Pre-Annexation Agreement.
- 3.4 The Village shall amend its Comprehensive Plan to designate the zoning of the property with the following zoning designation once all necessary public hearings on the zoning have been held and the Village Board has rezoned the property:

- ☐ Single-Family Residential (Village Zoning District No. 1)
- ☐ Two-Family Residential (Village Zoning District No. 2)
- ☐ Multi-Family Residential (Village Zoning District No. 2-M)
- ☐ General Business (Village Zoning District No. 3)
- ☒ General Industrial (Village Zoning District No. 4)
- ☐ Light Industrial (Village Zoning District No. 5)

- ☐ Farmland with livestock (Village Zoning District No. 6)
- ☐ Farmland without livestock (Village Zoning District No. 7)
- ☐ Farmland without livestock (Village Zoning District No. 7)
- ☐ Other: _____

Section 4. – Subdivision

- 4.1 Except as specifically stated elsewhere in this Agreement, Owner(s) shall comply with all zoning and subdivision requirements of the Village, as amended, and as in effect at the time of any application for and issuance of a building permit. All homes to be constructed will be inspected by the Village Building Official and Village Building Inspectors.

Section 5. – Well

- 5.1 The Owner(s) shall be allowed to continue to have such Property served by existing individual well, which well shall have been constructed and permitted in accordance with County of Winnebago standards and ordinances, as long as there is not a system failure. If there is a failure of the well, then where there is a public water supply main within 500 feet, as measured along a public right of way, or existing easement, of the property line of the property proposed to be served by a private well, no permit for such a well shall be issued, and the property shall connect to the public water supply. Furthermore, no permit shall be issued for a private well on any property which is already connected to and served by a public water system, except that non-residential properties may be permitted to install a well for non-potable purposes, provided it is approved by the appropriate water utility, and the system complies with all cross-connection controls and ordinances. If sufficient water supply and/or water main extension is not available through the Village at the time of system failure then the Owner(s) shall be allowed to have new well constructed and permitted in accordance with County of Winnebago standards and ordinances until such time that there be a failure of that new system, and then hook up requirements shall be as set forth above.

Section 6. – Septic

- 6.1 The Owner(s) shall be allowed to continue to having such property serviced by an individual septic system, provided the same was constructed and permitted per Winnebago County ordinances and Codes, until the Rock River Water Reclamation District requires hook up to its services. Owner(s) is/are referred to <http://www.rwrwd.dst.il.us> to check Rock River Water Reclamation District rules, regulations, and costs.

Section 7. – Mutual Assistance

- 7.1 The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Pre-Annexation Agreement and to aid and assist each other in carrying out the terms and objectives of this Pre-Annexation Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances, and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Pre-Annexation Agreement, and as may be necessary to give effect to the terms and

objectives of this Pre-Annexation Agreement and the intentions of the Parties as reflected by said terms.

Section 8. – Annexation, Recapture, Impact, and User Fees

- 8.1 The Village represents that, except as stated hereinbelow, no Pre-Annexation fees, annexation fees, impact fees, donation or contributions (in cash or in kind), shall be due and payable by Owner(s) to the Village as a result of the Pre-Annexation or future annexation of the Property to the Village. Additionally, no recapture fees are due and payable by Owner(s) to any person or entity as a result of the Pre-Annexation of the Property to the Village or will be due by Owner (s) as a result of annexation or as a result of connection to any utility improvements serving the Property. The above notwithstanding, nothing in this Pre-Annexation Agreement shall prohibit the Village from imposing impact fees or requiring donations or contributions (in cash or in kind) in association with the same upon the then owner of the Property in the future in the event that the Property is ever re-zoned for a use other than **General Industrial District #4**
(list zoning designation)

and/or developed as a subdivision or planned unit development. Also, nothing in this Pre-Annexation Agreement shall prohibit recapture fees being due and payable by a future Owner(s) of the property. Except as otherwise stated in this Agreement, the Property shall be subject to all present and future ordinances, laws, and regulations of the Village.

- 8.2 User fees charged by the Village, such as water, sewer, and garbage fees, and other user fees not otherwise addressed by this Pre-Annexation Agreement may be increased, provided such increases are generally applicable to the Village residents and are reasonably related to increased costs incurred by the Village in providing such services for which such fees are assessed.

Section 9. – Continuation of Current Uses

- 9.1 The Property is presently being used for:
(check applicable box)
- | | |
|-------------------------------------|----------------------------|
| <input type="checkbox"/> | Single-Family Residential |
| <input type="checkbox"/> | Two-Family Residential |
| <input type="checkbox"/> | Multi-Family Residential |
| <input type="checkbox"/> | General Business |
| <input checked="" type="checkbox"/> | General Industrial |
| <input type="checkbox"/> | Light Industrial |
| <input type="checkbox"/> | Farmland with livestock |
| <input type="checkbox"/> | Farmland without livestock |

In reviewing the Pre-Annexation Agreement, the Village has given due consideration to the continuation of such current uses, even if nonconforming. Accordingly, and notwithstanding any provision of the Village's Zoning Ordinance, or any other code, ordinance, or regulation, now in effect or adopted during the term of this Pre-Annexation Agreement, the current above selected use of the Property shall be permitted to continue.

Section 10. – Special Assessments and Taxation

- 10.1 Without the prior written consent of Owner, the Village shall not establish any special assessment, special tax, or special service area resulting in special service fee obligations in reference to the Property or any portion of the Property.
- 10.2 Notwithstanding the above, nothing in this section shall prevent the Village from levying or imposing additional taxes upon the Property in the manner provided by law which are applicable to and apply equally to all other properties within the Village.

Section 11. – Term

- 11.1 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 term as may hereinafter be authorized by statute and by Village ordinance. If any of the terms of this Pre-Annexation Agreement, or the pre-annexation, 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 the term of this Pre-Annexation Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted or other obligations of the Village by the Village pursuant to this Pre-Annexation Agreement.

Section 12. – Remedies

- 12.1 Upon a breach of this Pre-Annexation Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, and/or may be awarded damages for failure of performance. No action taken by any party hereto pursuant to the provisions of this Section 12, or pursuant to the provisions of any other section of this Pre-Annexation Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Pre-Annexation Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or in equity.
- 12.2 In the event of a material breach of this Pre-Annexation Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended for not less than thirty (30) days, with the exact time frame determined by the nondefaulting party, if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).
- 12.3 If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice (or within any extended time period allowed as provided in Paragraph 12.2, above), then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all

reasonable costs and expenses (including, but not limited to, attorney's fees and litigation expenses) incurred by it in connection with action taken to cure such default.

- 12.4 The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but rather the same shall continue in full force and effect.
- 12.5 If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes, or similar acts) the time for such performance shall be extended by the amount of time of such delay.

Section 13. - Miscellaneous

- 13.1 **Amendment.** This Pre-Annexation Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, after any required public hearing(s) have been held, and by the execution of said amendment by the Parties or their successors in interest.
- 13.2 **Severability.** If any provision, covenant, agreement, or portion of this Pre-Annexation 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, or portions of this Pre-Annexation Agreement, and to that end, all provisions, covenants, agreements, and portions of this Pre-Annexation Agreement are declared to be severable. If for any reason the annexation of the Property is ruled invalid, in whole or in part, the Village, 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 Pre-Annexation Agreement and the objectives of the Parties, as disclosed by this Pre-Annexation Agreement.
- 13.3 **Entire Agreement.** This Pre-Annexation Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Pre-Annexation Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.
- 13.4 **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 Village.
- 13.5 **Successors and Assigns.** This Pre-Annexation Agreement shall inure to the benefit of, and be binding upon, the successors, grantees, lessees, legal representatives, and assigns of the Owner, and upon successor corporate authorities of the Village and successor municipalities, and shall constitute a covenant running with the land. This Pre-Annexation Agreement may not be assigned without Village approval, and only upon assignment, acceptance by an assignee, and approval by the Village, the assignor shall have no further obligations hereunder. If a portion of the Property is sold, provided there is notice given to the Village and the Village consents, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement (excluding rights of recapture) 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.

- 13.6 Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.
- 13.7 No Partnership. The Village does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venture participant of or with Owner.
- 13.8 Village Approval. Whenever any approval or consent of the Village, or of any of its departments, officials, or employees is called for under this Pre-Annexation Agreement, the same shall not be unreasonably withheld or delayed.
- 13.9 Captions and Paragraph Headings. This Pre-Annexation Agreement shall be construed without reference to titles of articles, and/or paragraph headings, which are inserted only for convenience.
- 13.10 Contiguity. Owner shall, upon the request of the Village, take reasonable action to support efforts by the Village to achieve contiguity between the Property and the corporate limits of the Village so as to facilitate annexation of the Property, at no cost to the Owner.
- 13.11 Notices. Any notice required or permitted by the provisions of this Pre-Annexation 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, with notice, if given by Certified Mail, Return Receipt Requested, as aforesaid, or if personally delivered, deemed given upon receipt, except if the notice is sent by Certified Mail, Return Receipt Requested and returned to sender as refused, or undeliverable, such notice shall be deemed to have been given on the date of refusal:

If to the Village:

Village of Winnebago
108 West Main Street
Winnebago, IL 61088

With a copy to:

Attorney Mary J. Gaziano
One Court Place--Suite 200
Rockford, IL 61101

If to Owner:

(List name of Owner or Owners)

(List street address of Owner or Owners)

(List city, state, and zip code of Owner or Owners)

With a copy to:

(List name of Owner's or Owners' Attorney)

(List street address of Owner's or Owners' Attorney)

(List city, state, and zip code of Owner's or Owners' Attorney)

IN WITNESS WHEREOF, the parties hereto have executed this Pre-Annexation 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 Pre-Annexation Agreement.

VILLAGE OF WINNEBAGO:

By: Franklin J. Embury
Its: Village President

ATTEST:

Sally Jo Vinger
Its: Village Clerk

OWNER:

By: Deborah K. Walter
Deborah K. Walter
(Print name of Owner/Co-Owner)

OWNER:

By: Mark A. Walter
Mark A. Walter
(Print name of Owner/Co-Owner)

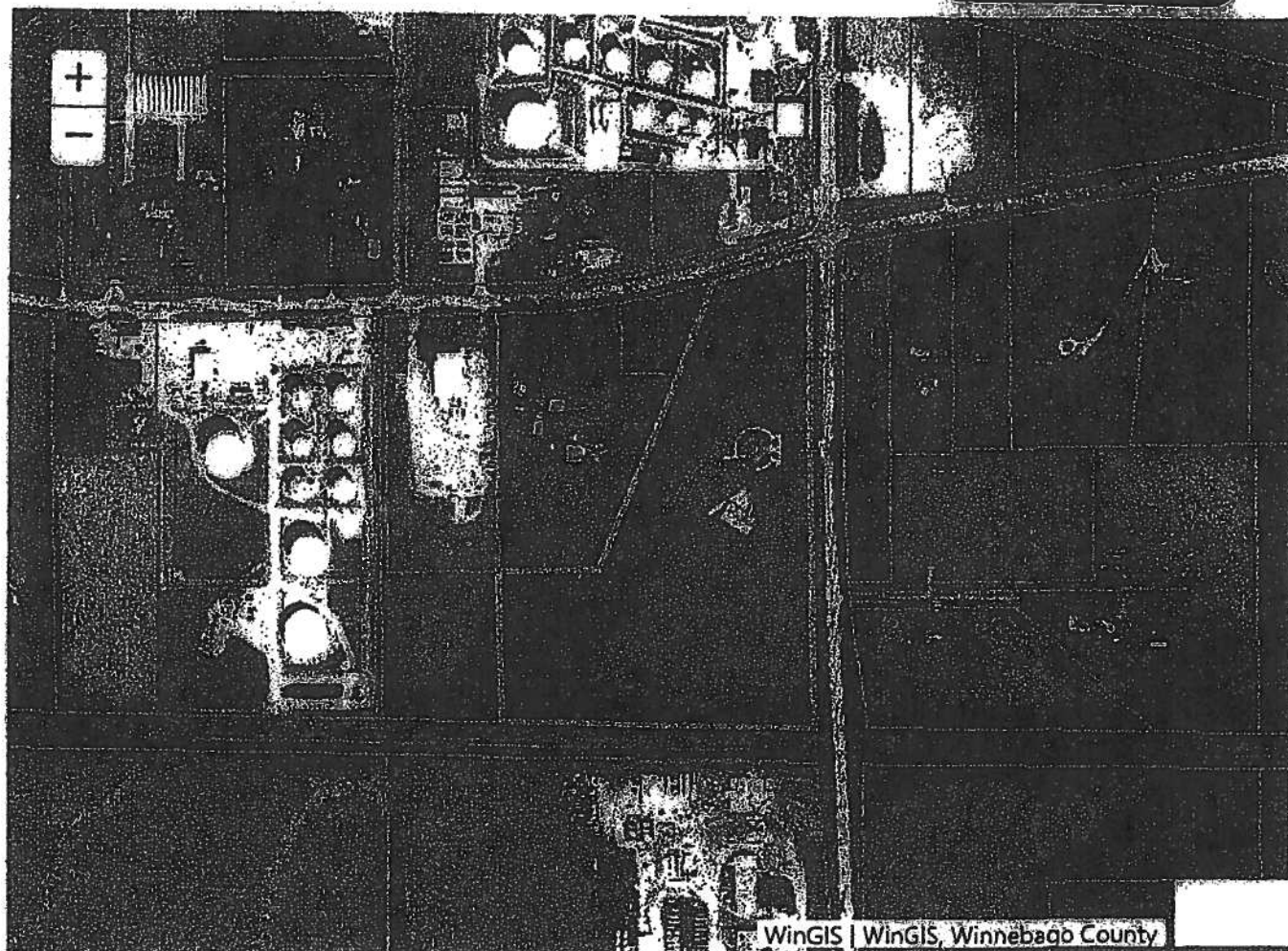
EXHIBIT "A"

Parcel I

Part of the Northwest Quarter (1/4) of Fractional Section Thirteen (13), Township Twenty-six (26) North, Range Eleven (11) East of the Fourth (4th) Principal Meridian, bounded and described as follows, to-wit: Commencing at the point of Intersection of the North line of the premises conveyed by Alfred H. Coffin to the Chicago, Madison and Northern Railroad Company by Warranty Deed dated March 19, 1887 and recorded in Book 127 of Deeds on Page 222 in the Recorder's Office of Winnebago County, Illinois, with the Westerly line of premises dedicated for public road purposes by Russell H. Coffin to the State of Illinois, as recorded in Book 846 of Records on Page 697 and Book 844 of Records on Page 279 in said Recorder's Office (S. Meridian Road); thence North 00 degrees 53' 08" East, along said Westerly line 445.54 feet TO THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED PARCEL; thence South 89 degrees 57' 44" West 593.11 feet; thence North 21 degrees 54' 00" East 867.59 feet to the Southern line of premises dedicated for public road purposes by Russell H. Coffin to the State of Illinois, as recorded in Book 852 of Records on Page 474 in said Recorder's Office; thence North 75 degrees 00' 36" East, along said Southern line, 130.29 feet; thence Northeasterly, along a circular curve to the right, a radius of 3779.72 feet and whose center lies to the Southeast, to its Intersection with the Westerly Right-of-Way line for Meridian Road (the chord across the last described circular curve course bears North 76 degrees 09' 21" East, 151.16 feet); thence South 00 degrees 00' 00" West, along said Westerly Right-of-Way line for Meridian Road, 673.47 feet; thence South 00 degrees 53' 08" West, along said Westerly Right-of-Way line for Meridian Road, 201.01 feet to the point of beginning; situated in Winnebago County, State of Illinois.

Parcel II

Part of the Northwest Quarter (1/4) of Fractional Section 13, Township 26 North, Range 11 East of the 4th Principal Meridian, described as follows:
Beginning at the point of Intersection of the North line of the premises conveyed by Alfred H. Coffin to the Chicago, Madison and Northern Railroad Company by Warranty Deed dated March 19, 1887 and recorded in Book 127 of Deeds on Page 222 in the Recorder's Office of Winnebago County, Illinois, with the Westerly line of premises dedicated for public road purposes by Russell H. Coffin to the State of Illinois, as recorded in Book 846 of Records on Page 697 and Book 844 of Records on Page 279 in said Recorder's Office (S. Meridian Road); thence North 0 degrees 08' 20" West along said Westerly line, 445.33 feet; thence South 88 degrees 56' 38" West 873.45 feet; thence South 1 degree 01' 46" East 417.53 feet to the North line of the aforesaid Chicago, Madison and Northern Railroad Company; thence South 89 degrees 13' 29" East along the North line of the Chicago, Madison and Northern Railroad Company, 266.99 feet to the point of beginning; situated in Winnebago Township, Winnebago County, Illinois.



1553 S MERIDIAN RD

Pin	Alt.Pin	Property Size
1413100023	null	Sq. Feet: 734236 Acres: 16.86

Owner Name and Address

MDDGS ENTERPRISES LLC,
4753 S PERRYVILLE RD
CHERRY VALLEY, IL 61016

Taxpayer Name and Address

,
,

Legal Description

BEG INSECTN W LN MERIDIAN RD & N LN RR ROW W 866.99 FT N 417.58 FT E TO A PT 593.11 FT W OF W LN MERIDIAN RD NE 867.59 FT TO S ROW LN NE 130.29 FT NE 151.15 FT S 673.47 FT S 201.01 FT TH S 445.54 FT TO POB PT NW FRL 1/4 SEC 13-26-11 16.86A(c)



1553 S MERIDIAN RD

Pin

1413100023

Alt.Pin

null

Property Size

Sq. Feet: 734236 | Acres: 16.86

Owner Name and Address

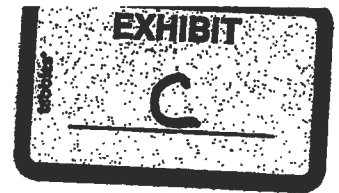
MDDGS ENTERPRISES LLC ,

4753 S PERRYVILLE RD

CHERRY VALLEY, IL 61016

Taxpayer Name and Address**Legal Description**

BEG INSECTN W LN MERIDIAN RD & N LN RR ROW W 866.99 FT N 417.58 FT E TO A PT 593.11 FT W OF W LN MERIDIAN RD NE 867.59 FT TO S ROW LN NE 130.29 FT NE 151.15 FT S 673.47 FT S 201.01 FT TH S 445.54 FT TO POB PT NW FRL 1/4 SEC 13-26-11 16.86A(c)



TO THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF WINNEBAGO, WINNEBAGO COUNTY, ILLINOIS

PETITION TO ENTER INTO PRE-ANNEXATION AGREEMENT
WITH VILLAGE OF WINNEBAGO

The Petitioner(s) MDDGS ENTERPRISES, LLC, on oath
respectfully represent(s):

1. That Petitioner(s) is/are the sole owner(s) of the property located at
1515 S. Meridian Rd., Rockford, in Winnebago
(list full address)
County, (hereinafter referred to as the "Pre-Annexation Property").
2. The Pre-Annexation Property is described as follows:

See Exhibit "A" attached hereto and made a part hereof consisting of full legal
description of the Pre-Annexation Property. (either obtain at Winnebago County
Recorder's Office, or attach copy of deed to property by which you acquired title)
3. The Pre-Annexation Property is: (check applicable box)
☐ vacant land and there is no residence on the Pre-Annexation Property.
☐ occupied and there is a residence on the Pre-Annexation Property.
☐ unoccupied and there is a residence on the Pre-Annexation Property.
☐ occupied and there is a business on the Pre-Annexation Property known
as _____.
☒ unoccupied and there is a business on the Pre-Annexation Property known
as LawnCare by Walter, Inc..
4. As to the Electors named hereinbelow (defined as anyone registered to vote):
☐ they reside on the Pre-Annexation Property and are all the same individuals
as the owners of the Pre-Annexation Property.
☐ they reside on the Pre-Annexation Property and are not the property owners,
but at least 51% of the Electors on the Pre-Annexation Property join in this
petition.
☒ there are none because the Pre-Annexation Property is vacant land, or is
property with a residence thereon, but it is unoccupied, or is property with a
business on it and no residents.
5. The Pre-Annexation Property does not lie within the corporate boundaries of any
municipality.
6. The Pre-Annexation Property is **NOT** currently contiguous to the corporate
limits of the Village of Winnebago.

7. Attached to this Petition as Exhibit "B" is a proposed Pre-Annexation Agreement which Petitioner(s) desire(s) to enter into with the Village of Winnebago.

PETITIONER(S) RESPECTFULLY REQUEST(S):

- A. The Village of Winnebago enter into a Pre-Annexation Agreement with Petitioner(s) in accordance with the copy of the Pre-Annexation Agreement attached hereto, and pursuant to Section 5/11-15.1-1 through Section 5/11-15.1-5 of the Illinois Municipal Code of the State of Illinois, and further pursuant to the Zoning Ordinances of the Village of Winnebago effective as of the date of this petition.
- B. Upon the Pre-Annexation Property becoming contiguous to the Village, that the Village annex the Pre-Annexation Property to the Village of Winnebago, by ordinance of the Board of Trustees of the Village of Winnebago, signed by the Village President pursuant to 65 ILCS 5/7-1-1 and 5/7-1-8 of the Illinois Municipal Code of the State of Illinois, according to the provisions of the Pre-Annexation Agreement as set forth herein, or as modified prior to signature by all parties, or as modified pursuant to said Illinois Municipal Code.
- C. Such other action be taken as is appropriate.

Dated this 14th day of April, 2023.

**OWNER(S)/
PETITIONER(S)**

ELECTOR(S):

Deborah K. Walter
(sign name)

(sign name)

Deborah K. Walter
(print name)

(print name)

+ Mark A. Walter
(sign name)

(sign name)

r Mark A. Walter
(print name)

(print name)

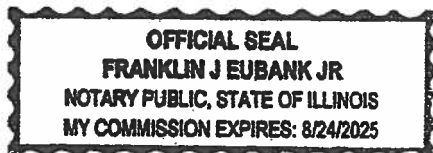
STATE OF ILLINOIS)

COUNTY OF Winnebago)

SS

On this 14th day of April, 2023, before me, a Notary Public, appeared Deborah K. Walter and Mark A. Walter, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.



Franklin J. Eubank Jr.
NOTARY PUBLIC

STATE OF ILLINOIS)

COUNTY OF _____)

SS

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC

STATE OF ILLINOIS

)

)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC

STATE OF ILLINOIS

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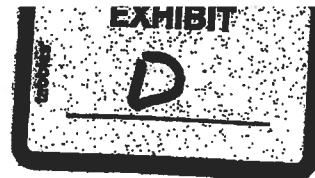
SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC



TO THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF WINNEBAGO, WINNEBAGO COUNTY, ILLINOIS

PETITION FOR ANNEXATION TO THE VILLAGE OF WINNEBAGO
(With Prior Pre-Annexation Agreement)

The Petitioner(s) _____, on oath,
respectfully represent(s):

1. That Petitioner(s) is/are the sole owner(s) of the property located at
1515 S. Meridian Rd., Rockford, in Winnebago
(list full address)
County, (hereinafter referred to as the "Annexation Property").
2. The Annexation Property is described as follows:

See Exhibit "A" attached hereto and made a part hereof consisting of full legal description of Annexation Property (either obtain at Winnebago County Recorder's Office or attached copy of deed to property by which you acquired title).
3. The Annexation Property is: (check applicable box)
☐ vacant land and there is no residence on the Annexation Property.
☐ occupied and there is a residence on the Annexation Property.
☐ unoccupied and there is a residence on the Annexation Property.
☐ occupied and there is a business on the Annexation Property known as _____
☒ unoccupied and there is a business on the Annexation Property known as _____
4. As to the Electors named hereinbelow (defined as anyone registered to vote):
☐ they reside on the Annexation Property and are all the same individuals as the owners of the Annexation Property.
☐ they reside on the Annexation Property and are not the property owners, but at least 51% of the Electors on the Annexation Property join in this petition.
☒ there are none because the Annexation Property is vacant land, or is property with a residence thereon, but it is unoccupied, or is a property with a business on it and no residents.
5. The Annexation Property does not lie within the corporate boundaries of any municipality.
6. The Annexation Property **IS now contiguous** to the corporate limits of the Village of Winnebago.
7. Attached to this petition as Exhibit "B" is a copy of the signed Petition to Enter into Pre-Annexation Agreement with Village of Winnebago, previously filed with

the Village on _____, and attached hereto as Exhibit "C" is a copy of the signed Pre-Annexation Agreement entered into with the Village of Winnebago on _____.

8. Attached hereto as Exhibit "^D~~C~~" is a copy of the Plat of Annexation prepared by a registered Illinois land surveyor.
9. The Pre-Annexation Agreement provided that within thirty (30) days of when the Pre-Annexation property became contiguous to the Village that a Petition for Annexation would be filed, and the instant petition is being filed since the Pre-Annexation property is now contiguous to the corporate limits of the Village of Winnebago.

PETITIONER(S) RESPECTFULLY REQUEST(S):

- A. The Village, pursuant to the terms of the Pre-Annexation Agreement previously executed between the parties, annex the Annexation Property to the Village of Winnebago, via ordinance voted on by the Board of Trustees and signed by the Village President, and attested by the Village Clerk, pursuant to 65 ILCS 5/7-1-1 and 5/7-1-8 of the Illinois Municipal Code of the State of Illinois.
- B. Such other action be taken as is appropriate.

Dated this _____ day of _____, 20__.

**OWNER(S)/
PETITIONER(S)**

ELECTOR(S):

(sign name)

(sign name)

(print name)

(print name)

(sign name)

(sign name)

(print name)

(print name)

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC

STATE OF ILLINOIS

)

)

SS

COUNTY OF _____

)

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC

STATE OF ILLINOIS

)

)

SS

COUNTY OF _____

)

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC