

This Instrument Prepared By: }
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 City of Marshall }
 201 South Michigan Avenue }
 P.O. Box 298 }
 Marshall, IL 62441-0298 }
 (217) 826-8084 }
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For Recorder's Use Only

ANNEXATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ and _____, hereinafter called "Landowner", for and in consideration of the right to connect, tap or attach to or the right to receive service through one of the utility systems of the City of Marshall, Clark County, Illinois, hereinafter called "City" and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby agree and covenant that when and if the real estate hereinafter described becomes contiguous to City, and upon the request of City, Landowner will petition for annexation to City the real estate described as:

See Attachment For Legal Description

The parties further agree as follows:

1. Landowner covenants and warrants that Landowner is presently vested with good fee simple title to the above-described real estate.
2. The covenants herein contained are to run with the land and shall be binding upon the parties, their heirs, executors, administrators, assigns, grantees and all persons claiming thereunder.
3. Said petition for annexation shall be in proper form and shall comply with the appropriate statutes of the State of Illinois.
4. All expenses of annexation shall be borne by Landowner.
5. Upon the occurrence of Landowner leasing or renting the above-described property, Landowner shall make these covenants a condition of said lease and they shall be binding on said lessees, tenants or renters.

6. Landowner hereby releases and waives all rights of homestead in and to the property covered by this agreement.

7. That City may enforce this agreement by any legal remedy available to it, including, but not limited to, suit for specific performance.

8. That, if Landowner fails to perform any agreement contained herein, then Landowner shall reimburse City for all expenses incurred by City, including, but not limited to, court costs and attorney's fees, for enforcement of this agreement.

9. That if City consents to Landowner receiving service through one or more of its utility systems prior to Landowner submitting a petition for annexation then Landowner agrees to submit a petition for annexation to City within 30 days of the beginning of receipt of said service. If Landowner fails to timely submit the petition for annexation, City may shut off or terminate all utility services furnished to Landowner at the above described real estate.

IN WITNESS WHEREOF, the Landowner has/have affixed his/her/their hand(s) and seal(s) this ___ day of _____, 20_____.

STATE OF ILLINOIS)
) ss.
COUNTY OF CLARK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that _____, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, 20_____.

(SEAL)

NOTARY PUBLIC

Accepted by the City of Marshall, this _____ day of _____, 20_____.

CITY OF MARSHALL

By _____
Its Authorized Agent

ATTACHMENT

LEGAL DESCRIPTION

Insert the description off of the Landowner's deed or use a photocopy of the Landowner's Deed. Do not use a property identification number (PIN) only or the short description from the real estate tax bill.

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10/04/02