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*The Space above this line is for Recorder's Use Only*

**PRE-ANNEXATION AGREEMENT**

THIS PRE-ANNEXATION AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and between KMJK: c/o MIKE KNIEPMAN and/or its assigns (the "Developer" and/or "Owner") and the VILLAGE OF ALBERS (the "Village") a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois by and through its President and Board of Trustees (collectively, "Corporate Authorities").

**RECITALS**

A. Owner is or will be the owner of record of certain parcels of real property situated in Clinton County, Illinois, which shall be contiguous and adjacent to the Village and are more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Development Parcel").

B. The Development Parcel consists of approximately 10.0 acres, as more particularly shown on **Exhibit "A"**, and will be developed as a single-family home subdivision (the "Development"). The Development Parcel is not presently located within the corporate limits of any municipality and is presently not contiguous to the village and may not until sometime in the future be annexed to the Village as provided in the Illinois Municipal Code. The Village has agreed, however, to presently provide Village service as stated in this Agreement, and as consideration for receiving same, the Owner agrees that as soon as all of the requirements of the Illinois Municipal Code are met, the Development Parcel should be legally annexed to the Village.

C. Upon the Development Parcel becoming contiguous with the Village, Developer desires to have the Development Parcel annexed to the Village, on the terms and conditions provided herein and to qualify for such benefits or services as such annexation may so entitle it.

D. The Owner desires that the Development Parcel as shown on **Exhibit "A"** be rezoned to R-1 concurrent with annexation.

E. The Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Development Parcel, when contiguous to the Village, would further the orderly growth of the Village, enable the Village to control the development of the Development Parcel, and serve the best interests of the Village.

F. The Village has duly considered the terms and provisions of this Agreement and will, by a resolution duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, authorized the Village President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.

G. Developer has expended substantial sums of money and has materially altered its position in reliance upon the execution of this Agreement and the performance of its terms and provisions by the Village.

H. All other and further notices, publications, procedures, public hearings, and other matters attendant to the consideration and approval of this Agreement will be made, held, and performed by the Village as required by 5/11-15.1-1, *et seq.*, and all other applicable statutes, and all applicable ordinances, regulations, and procedures of the Village. This Agreement is made and entered into by the Parties pursuant to the provisions of the Illinois Municipal Code.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements herein contained, and in compliance with ordinances, codes, and regulations of the Village in effect as of the date of this Agreement, the parties hereby agree as follows:

1. **Statutory Authority.** The parties hereto enter into this Agreement pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1, *et seq.*

2. **Annexation**

(a) Developer has filed with the Village Clerk a Plat of Annexation, which contains an accurate map of the Development Parcel, which is attached hereto and made a part hereof as **Exhibit "A"** ("Annexation Plat").

(b) Upon the Property becoming contiguous to the corporate limits of the Village of Albers, Owner shall file with the Village a duly executed Petition for Annexation, in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8).

(c) The Village will then take the necessary steps to cause said real estate to be zoned R-1, subject to the terms of this Agreement.

(d) Until that time, upon the approval and signing of this Agreement, the Developer shall be allowed to construct the Development Parcel pursuant to the Village's sub-division code which allows the Developer to build the homes on one (1) acre lots as opposed to the three (3) acre lot requirement in the Clinton County Code (See Exhibit A).

**3. Developer Improvement Obligations.**

(a) All improvements (except as provided below), including Storm Sewers, and right-of-way or fee simple dedication contemplated by this Agreement or as shown on the Final Plat shall be dedicated to the Village or other appropriate utility entity in the form and as reasonably required by the Village Attorney.

(b) Nothing contained in this Agreement shall affect the Developer's right to mortgage, encumber, or convey the Development Parcel as a whole or each Phase separately to one or several third parties, subject to 65 ILCS 5/11-15.1-4.

**4. Water Supply and Service.**

The Village agrees to supply fresh, potable water to the property line of Development Parcel in quantities and pressure sufficient in all respects to serve the needs of the Development Parcel. The Development Parcel shall be subject to applicable service rates and tap fees and charges of the Village. So long as Village water is available, Owner and Development Parcel shall be required to use water exclusively from the Village. Any change in the use of Development Parcel requested or initiated by the Owner shall be subject to and in compliance with the provisions of the Village's ordinances and regulations. Except as provided below, the Owner shall be responsible for all costs of extending the existing water lines at a 6" line diameter and in compliance with all village codes. Notwithstanding anything to the contrary in this Section 4 or this Agreement, if the Village requires any line dimensions exceeding a 6" line diameter or installation of any other off site water lines, the Owner shall install and pay for same provided the Village shall reimburse the Owner for such expense within thirty (30) days of being provided invoices and paid receipts from the Owner.

**5. Sanitary Sewers**

The Village will not provide sanitary sewer use to this site. The Developer shall use an aeration system that is approved by the Illinois Department of Public Health ("IDPH") for all of the buildable lots.

**6. Stormwater and Drainage Facilities.**

On the Development Parcel, the Owner shall use and exercise all reasonable means and facilities to install storm sewer lines ("Storm Sewers") and retention basins sufficient to serve the Development Parcel and the Development. Said storm sewer lines and detention/retention areas shall be constructed in conformity with the Preliminary Plat in compliance with applicable Village ordinances and standards in force at the time of the approval and signing of this Agreement. All storm sewer lines shall be within an easement and dedicated to the Village, however all detention/retention areas located within outlots or easements shall be maintained by the present and future property owners of the Development Parcel.

**7. Roadways**

The Developer shall use and exercise all reasonable means and facilities to construct the roadways to be located on the Development Parcel as shown on the Preliminary Plat. Said construction shall be completed in accordance with the Village's Subdivision Ordinance and shall include installation of curbs, gutters, street/traffic control signage, and other public improvements required under said Subdivision Ordinance (in effect on the date that this Agreement was approved by the Corporate Authorities) (collectively, "Public Improvements"), except as expressly varied by the Village Board.

**8. Development; Dedication of Improvements.**

(a) The Developer shall construct and dedicate to the Village the roadways, easements, public improvements, water lines, and storm sewer lines as may be required consistent with law and accepted by the Village in conjunction with development approvals. The Developer shall dedicate to the Village the Roadways, the Public Improvements, the water lines, and the Storm Sewer Lines by recording with the Clinton County, Illinois Recorder, the appropriate subdivision plat, which dedicates the Public Improvements as provided herein. Nothing herein shall require the Village to accept such improvements for maintenance or liability that are not in satisfaction of the Village's specifications or that have not been inspected by the Village and found to be in acceptable condition.

(b) The Owner shall grant to the Village nonexclusive utility easements ("Utility Easements") for maintenance and repair of the aforesaid utilities to be constructed on the Development Parcel and dedicated to the Village as shown on the Annexation Plat and/or the Final Plat in accordance with applicable ordinances.

(c) To the full extent permitted by law, and except as provided herein, the Development Parcel shall be subject to the development laws of the Village applicable to development in effect at the time of approval of this Agreement; provided that Owner shall be given prior notice and reasonable opportunity to cure any violation prior to enforcement by the Village.

**9. Miscellaneous.**

(a) Notwithstanding any other provision contained herein to the contrary, with respect to the Development Parcel, this Agreement shall be effective for a term of twenty (20) years from the date hereof, provided that any continuing obligations to the Village shall survive any termination or expiration to the extent consistent with 65 ILCS 5/11-15.1-1.

(b) Except as provided in this Agreement, the Development Parcel shall be bound by the terms of the Agreement and shall be subject to all other generally applicable laws, codes, ordinances and regulations of the Village, existing at the time that this

Agreement is approved and fully executed, and nothing herein shall be interpreted to limit the enforceability of such.

(c) This Agreement shall bind the heirs, successors, and assigns of the Developer, the Village, the Corporate Authorities, and their successors in office. This Agreement shall inure to the benefit of the parties hereof, their successors, and assigns. This Agreement and the obligations of Developer hereunder shall be a covenant that shall run with the land, shall be a provision of any sale or other contract for transfer of interest in the Development Parcel, and may be recorded.

(d) Nothing herein shall in any way prevent the alienation, encumbrance, or sale of the Development Parcel or any portion thereof, and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

(e) Within thirty (30) days after the execution hereof, the text of this Agreement (or a suitable memorandum hereof) shall be recorded at the sole cost and expense of the Village in the Office of the Recorder of Clinton County, Illinois.

(f) It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding may enforce or compel the performance of this Agreement, or have other such relief for the breach thereof as may be authorized by law or that by law or in equity is available to them, provided that nothing in this Agreement shall permit or give rise to an action in damages against the Village or the Developer (and/or its successors and/or assigns), except that the Developer may seek specific performance of the Village's reimbursement obligations under this Agreement, if any.

(g) It is understood by the Parties hereto that time is of the essence. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for ten (10) days after a notice specifying such default is given the defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus, or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.

(h) The undersigned persons, whether signing individually, on behalf of a municipal corporation, or by an attorney-in-fact warrant themselves: (i) to be of lawful age, (ii) to be legally competent to execute this Agreement, (iii) to be fully authorized to execute this Agreement on behalf of themselves or the municipal corporation or other entity indicated below, and (iv) to have signed this Agreement on their own behalf or on behalf of such municipal corporation or other entity as their own free acts and deeds and/or the free acts and deeds of such municipal corporation or other entity after opportunity to consult with legal counsel.

(i) In the event any portion of this Agreement or part thereof shall be deemed invalid, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof.

(j) Unless stated otherwise herein, any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by registered or certified mail, return receipt requested, to the respective parties at their addresses listed below:

If to the City: Village of Albers  
206 West Dwight Street  
P.O. Box 132  
Albers, IL 62215  
Attention: Village Clerk

with a copy to: Mr. Terry Bruckert, Esq.  
Attorney at Law  
201 East Hanover Street  
New Baden, IL 62265

If to the Developer/Owner: KMJK; c/o Mike Kniepman  
9648 Olive Blvd., Suite 392  
St. Louis, MO 63132

with a copy to:

(k) Nothing in this Agreement shall waive the police powers of the Village or preclude the Village from enforcing its laws as to the Development Parcel regarding public health, welfare or safety irrespective of any claim of estoppel or otherwise.

(l) The Developer shall reimburse the Village for its Attorney's reasonable legal fees and costs associated with the approval of this Agreement and any activities reasonably related thereto.

**[Balance of Page Intentionally Left Blank, Please Proceed to Signature Page]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

**VILLAGE:**

VILLAGE OF ALBERS,  
a municipal Corporation, County of  
Clinton, State of Illinois

**ATTEST:**

By: \_\_\_\_\_

Name: Brenda Morris

Title: Village Clerk

By: \_\_\_\_\_

Name: Steve Schomaker

Title: Village President

**DEVELOPER:**

KMJK; c/o MIKE KNIEPMAN

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**



# EXHIBIT "A"

## GRAPHIC SCALE

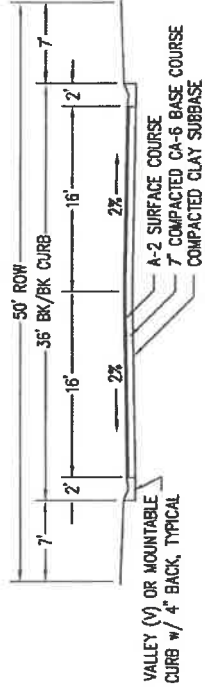
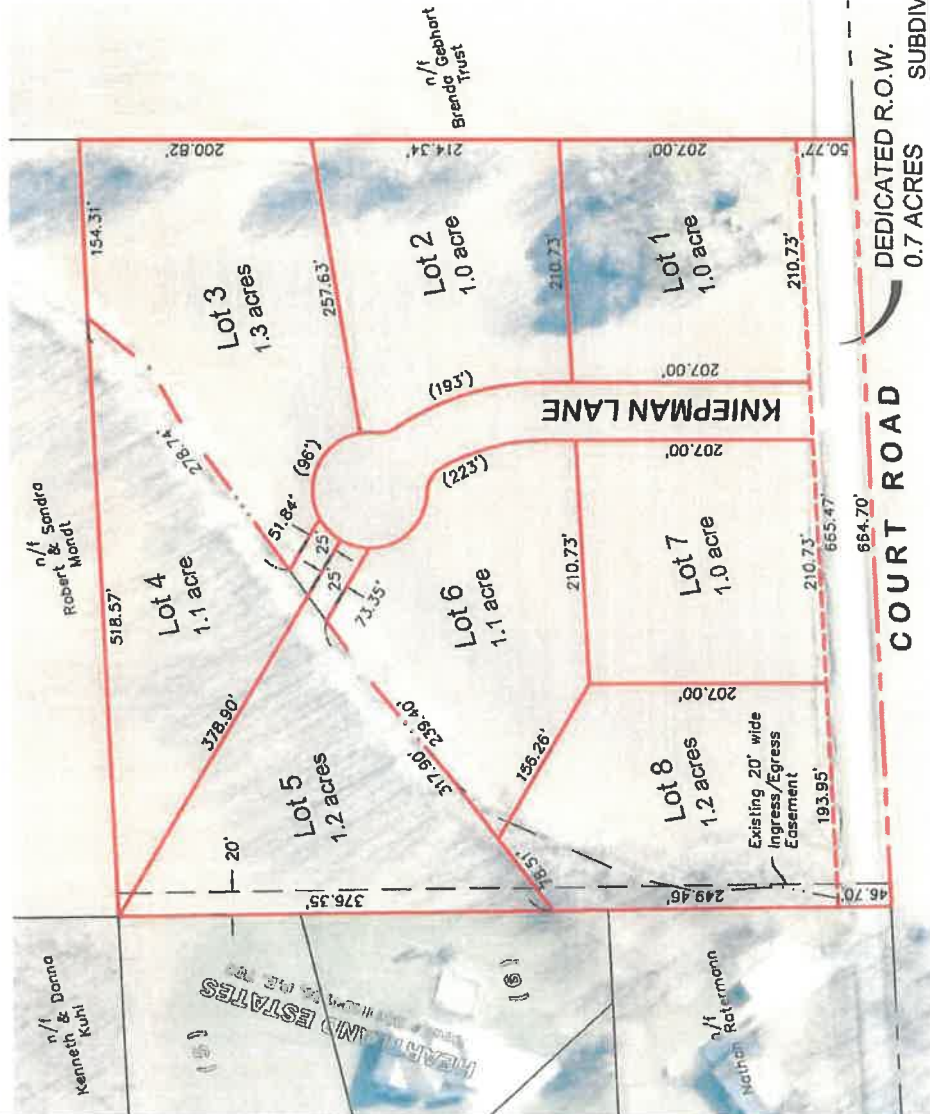


(ASSUMED)  
SCALE: 1" = 100'

PRE-ANNEXATION DRAWING - JULY 8, 2021  
(PRELIMINARY LOT & STREET LAYOUT & BOUNDARY DESCRIPTION)

## KNIEPMAN ESTATES

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE  
SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 5  
WEST OF THE THIRD PRINCIPAL MERIDIAN, CLINTON COUNTY, ILLINOIS  
ZONING: AGRICULTURE (COUNTY)



VALLEY (V) OR MOUNTABLE CURB w/ 4" BACK, TYPICAL

STREET IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH IDOT & VILLAGE STANDARDS

### STREET SECTION

50' right-of-way, 36" back to back of curb

### SUBDIVISION INFORMATION

SUBDIVISION NAME	KNIEPMAN ESTATES
PROPOSED ZONING	R-1 VILLAGE OF ALBERS
SUBDIVIDED AREA	GROSS 10.3 ACRES
	NET 9.0 ACRES (GROSS-ROW)
BUILDING SETBACKS	FRONT 30' (25' SIDE ALONG RIGHT-OF-WAY)
	REAR 25'
	SIDE 5' MIN. EACH, 16' TOTAL BOTH

SUBDIVIDER/OWNER  
KMKJ; %MIKE KNIEPMAN  
9648 OLIVE BLVD, STE. 392  
ST. LOUIS, MO 63132

IL Prof. Design Firm (LSP/ISE) 184-001027  
**NETEMEYER ENGINEERING ASSOCIATES, INC.**  
101 SOUTH PAGE  
AVISTON, IL 62216  
PH: (618) 228-7816  
FAX: (618) 228-7900