



ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into the ____ day of _____, A.D., 2017, by and between the CITY OF CARBONDALE, ILLINOIS, (hereinafter referred to as the "CITY"), a municipal corporation, and the Southern Illinois Airport Authority, (hereinafter referred to as the "OWNERS").

WITNESSETH:

WHEREAS, the OWNERS are the OWNERS of record to certain real property, the legal description of which is attached hereto and made a part hereof as Exhibit A (which real estate is hereinafter referred to in its entirety as "Tract A"); and,

WHEREAS, Tract A is not contiguous to the city limits of the City of Carbondale, but it is anticipated it will become contiguous to the CITY in the future; and,

WHEREAS, the CITY desires to annex Tract A to the City as soon as it becomes contiguous to the city limits; and,

WHEREAS, the CITY agrees to provide sewage collection and treatment for Tract A; and,
WHEREAS, the City of Carbondale is a home rule unit as provided by Article VII of the 1970 Constitution for the State of Illinois; and,

WHEREAS, the CITY, after due and careful consideration, has concluded that the annexation of said real estate to the City on the terms and conditions hereinafter set forth would further the growth of the City, enable the City to control the development of the area, and subserve the best interests of the City; and,

WHEREAS, a proposed annexation agreement in substantially the same form as this Agreement was submitted to the City Council of the City of Carbondale and a public hearing was held on the 21st day of March, 2017, pursuant to notice, as provided by State Statute;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereby agree as follows:

Section 1. This Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et. seq., of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq., and Article VII of the Constitution of the State of Illinois.

Section 2. The OWNERS warrant that they are the sole owners of Tract A.

Section 3. The OWNERS, their heirs, successors, or assigns, agree to annex Tract A to City of Carbondale, upon said property becoming contiguous to the City through interim annexation or annexations of other territory to the City. Said OWNERS shall, upon contiguity of the property to the City, submit a petition to annex bearing the signatures of the OWNERS and all eligible electors residing on the property. In order to facilitate securing the electors' signatures, the OWNERS shall require in all leases, rental agreements, or deeds a condition

requiring the eligible electors to sign an annexation petition when needed to comply with this Agreement.

Section 4. The OWNERS, their heirs or assigns, agree to connect the facility on Tract A to the public sewage facilities in accordance with the provisions of the City Code now or as they may be hereafter amended.

Section 5. This Agreement shall not affect the OWNERS' liability for any special assessment, sewer connection fees or sewer charges applicable to Tract A.

Section 6. This Agreement shall be recorded by the City Clerk in the office of the County Recorder of Jackson County.

Section 7. This Agreement shall be construed as a covenant running with the land, and the CITY and the OWNERS, jointly or severally, may either in law or in equity by suit, action, mandamus or other proceeding, enforce and compel performance of this Agreement.

Section 8. This Annexation Agreement shall be binding on and insure to the benefit of the parties hereto, their heirs and assigns, any lessee of the property, any successor owners of land subject to this Agreement, any successor municipal authorities of the City and any successor municipalities for a period of twenty (20) years from the date of execution of said Agreement; provided that the City may renew said Agreement for an additional twenty (20) year period by giving at least sixty (60) days notice of said extension of the agreement, in writing, prior to the expiration of the initial twenty (20) year term.

Section 9. Should any Section of this Annexation Agreement be held invalid under the laws of the State of Illinois or the United States, the parties agree that all remaining Sections not found to be invalid shall continue to be in full force and effect and shall be enforceable by either

party.

IN WITNESS WHEREOF, the CITY, and the OWNERS, have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

CITY OF CARBONDALE

By: _____
John M. Henry, Mayor

ATTEST: _____
Jennifer Sorrell, City Clerk

OWNERS:

By: _____
Curt Graff, Board Chairman

By: _____
Steven Burroughs, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF JACKSON)

I, _____ in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Mayor of the City of Carbondale, and _____ personally known to me to be the City Clerk of said City, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and City Clerk of said City, and caused the corporate seal of said City to be affixed thereto, pursuant to authority, given by the City Council of the City of Carbondale, as their free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposed therein set forth.

GIVEN under my hand and seal this ____ day of _____, A.D. 20__.

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Notary Public

STATE OF _____)

) SS

COUNTY OF _____)

I, _____ in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that _____

personally known to me to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and severally acknowledged that they signed
and delivered the said instrument as their free and voluntary act, and as the free and voluntary act
and deed of said City, for the uses and purposed therein set forth.

GIVEN under my hand and seal this _____ day of _____, A.D.
20_____.

Notary Public

Exhibit A

LEGAL DESCRIPTION

Part of the Northwest Quarter of Section 5, Township 9 South, Range 1 West of the 3rd Principal Meridian, Jackson County, Illinois, being more particularly described as follows:

Commencing at an iron pin located at the Northwest Corner of the Northwest Quarter of said Section 5; thence S-88°47'21"-E, along the North line of said Quarter Section, a distance of 851.41 feet to the point of beginning for this description: from said point of beginning, thence continuing S-88°47'21"-E, along the North line of said Quarter Section; a distance of 720.00 feet to a point; thence S-00°43'08"-W, a distance of 610.00 feet to a point; thence N-88°47'21"-W, along a line parallel with the North line of said Quarter Section, a distance of 720.00 feet to a point thence N-00°43'08"-E, a distance of 610.00 feet to the point of beginning.

Said tract containing 10.00 acres, more or less.