

DENNIS KNOBLOCH
MONROE COUNTY RECORDER
WATERLOO, IL
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PAGES: 4
BOOK _____ PAGE _____

ORDINANCE NO. 3275

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO ANNEXATION AGREEMENT REGARDING THE VILLAGE OF WERNINGS PHASE IV

WHEREAS, in furtherance of the Development of the City, the City entered into an Annexation Agreement for the purpose of annexing and developing 58.494 acres (*"Village of Wernings Phase IV"*); and

WHEREAS, section 2(B) of said Annexation Agreement required Palmer (*"Developer"*) to pour code compliant Portland Cement Concrete sidewalks "along the entire east boundary of the subdivision on the west side of Rueck Road and along the entire north boundary of the subdivision on the south side of Quarry Road"; and

WHEREAS, Developer was also required to apply A-2 surface treatment on the aggregate shoulders along the south side of Quarry Road; and

WHEREAS, Developer did not complete the requirements contained within Section 2(B) nor did Developer apply A-2 surface treatment to the aggregate shoulders along the south side of Quarry Road; and

WHEREAS, Flower and Fendler Homes, Inc. (*"Flower"*) is the current owner of the tract of land that is the subject of the Annexation Agreement, and Flower has assumed the rights and obligations contained within said Annexation Agreement; and

WHEREAS, Flower and City no longer believe that the requirements of Section 2(B) need to be met, and the money that would be spent to comply with same could be better spent elsewhere to serve the needs of the City's citizens; and

WHEREAS, Flower and City believe that it is in the best interests of the City to Amend the Annexation Agreement; and

WHEREAS, the City Council believes that it is in the best interests of the citizens of the City of Columbia to authorize the execution of an Amendment to Annexation Agreement by and between the City and Flower in substantially the form attached hereto as Exhibit A.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Columbia, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois, hereby agrees to make and enter into an Amendment to Annexation Agreement between the City of Columbia, Illinois, and Flower and Fendler Homes, Inc., in the form attached hereto, which is hereby approved as to form; and, does hereby authorize and direct the Mayor to execute the same for and on behalf of the City, in as many counterparts as the Mayor shall decide, and does hereby authorize and direct the City Clerk to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, as provided by law.

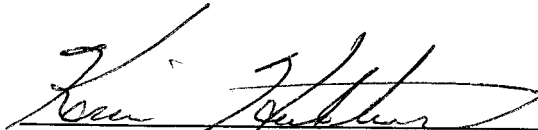
Yeas: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Reis and Holtkamp.

Nays: None.

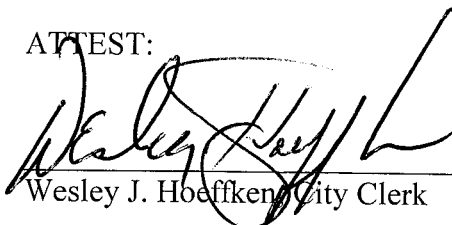
Absent: Alderman Martens.

Abstentions: None.

PASSED by the City Council and APPROVED by the Mayor this 5th day of July, 2016.


Kevin B. Hutchinson, Mayor

ATTEST:


Wesley J. Hoeffken, City Clerk

AMENDMENT TO ANNEXATION AGREEMENT

THIS AMENDMENT TO ANNEXATION AGREEMENT (this "*Agreement*") is made and entered into as of the 5th day of July, 2016, by and among the CITY OF COLUMBIA, ST. CLAIR AND MONROE COUNTIES, ILLINOIS (the "*City*") and FLOWER AND FENDLER HOMES, INC., a Missouri Corporation ("*Flower*").

Recitals

WHEREAS, the City and Palmer Creek, L.L.C. ("*Palmer*") entered into an Annexation Agreement on or about August 1, 2005, with respect to the annexation of 58.494 acres, more or less, into the City's corporate boundaries. A copy of said Annexation Agreement is marked as Exhibit A and incorporated herein by reference; and

WHEREAS, section 2(B) of said Annexation Agreement required Palmer to pour code compliant Portland Cement Concrete sidewalks "along the entire east boundary of the subdivision on the west side of Rueck Road and along the entire north boundary of the subdivision on the south side of Quarry Road"; and

WHEREAS, Palmer was also required to apply A-2 surface treatment on the aggregate shoulders along the south side of Quarry Road; and

WHEREAS, Palmer did not complete the requirements contained within Section 2(B) nor did Palmer apply A-2 surface treatment to the aggregate shoulders along the south side of Quarry Road; and

WHEREAS, Flower is the current owner of the tract of land that is the subject of the Annexation Agreement, and Flower has assumed the rights and obligations contained within said Annexation Agreement; and

WHEREAS, Flower and City no longer believe that the requirements of Section 2(B) need to be met, and the money that would be spent to comply with same could be better spent elsewhere to serve the needs of the City's citizens.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. That the preceding recitations in the upper part of this Agreement are realleged, restated and adopted as paragraph one ("1") of this Agreement.
2. That in lieu of complying with Section 2(B) of the Annexation Agreement, and in lieu of applying A-2 surface treatment to the aggregate shoulders along the south side of Quarry Road, Flower shall place \$9,361.11 into escrow with the City to be

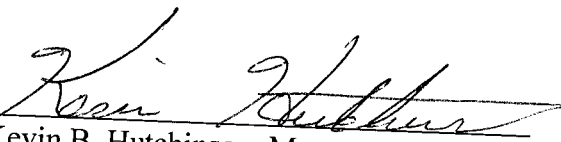
used by the City for roadway improvements to Quarry Road near the subject property of the Annexation Agreement.

3. That all other provisions of the Annexation Agreement that are not affected by this Agreement are still in full force and effect.
4. Both parties represent that each has legal authority to enter into this Amendment to Annexation Agreement.

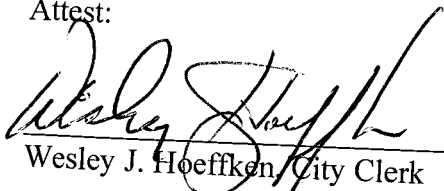
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

“City”

CITY OF COLUMBIA, ILLINOIS


By: 
Kevin B. Hutchinson, Mayor

Attest:


Wesley J. Hoeffken, City Clerk

“Flower”

FLOWER AND FENDLER HOMES, INC.

By: 
Name: Sean Flower
Title: President

ORDINANCE NO. 2384

AUG 01 2005

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND PALMER CREEK, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, FOR THE ANNEXATION OF A TRACT OF REAL ESTATE BELONGING TO PALMER CREEK, L.L.C., HAVING THE ASSIGNED ADDRESSES OF 1201 AND 1205 RUECK ROAD, LOCATED IN MONROE COUNTY, ILLINOIS AND COMPRISING 58.494 ACRES, MORE OR LESS


City Clerk

WHEREAS, the City Council as the Corporate Authority (comprised of a Mayor and eight [8] Aldermen) of the City of Columbia, Illinois (the "City") has found and determined and does hereby declare that it is in the welfare and best interests of the City that a certain Annexation Agreement be made and entered into pertaining to a tract of property belonging to Palmer Creek, L.L.C., having the assigned addresses of 1201 and 1205 Rueck Road, in Monroe County, Illinois, comprising 58.494, acres, more or less, which tract of real estate is contiguous to the corporate limits of the City and is not situated within the corporate limits of any municipality;

WHEREAS, said written Annexation Agreement has been prepared and a copy of the same is attached hereto;

WHEREAS, the proposed annexation was referred to the City's Planning Commission in accordance with the requirement of Section 17.50.010 of the City's Municipal Code for their investigation: (i) as to the manner in which the proposed location and character of the property sought to be annexed to the City will effect the Comprehensive Community Plan; (ii) for the Plan Commission's recommended zoning classification for the land upon annexation; and, (iii) pre-annexation recommendations of the Plan Commission to be incorporated in the Pre-annexation Agreement and the Plan Commission has recommended approval of the Annexation Agreement as proposed by the annexation petitioner, including the transition zoning from R-4 (One Family Dwelling Zoned District) to R-3 (One-Family Dwelling Zoned District) as proposed in the Annexation Agreement;

WHEREAS, the R-4 and R-3 transition zoning proposed by the Annexation Agreement was referred to the City's Zoning Board of Appeals for public hearing and the Zoning Board's recommendation regarding the zoning and following publication of notice of the hearing as required by law and ordinance a public hearing was conducted by the City's Zoning Board of Appeals on July 20, 2005 and the Zoning Board of Appeals has recommended the requested R-4 and R-3 zoned district classifications be granted as is requested and more particularly set forth in the attached Annexation Agreement.

WHEREAS, the City Council of the City has reviewed and approved the Annexation Agreement, following a public hearing pertaining thereto which was held before the City's City Council on Monday, August 1, 2005, pursuant to publication of proper legal notice thereof, all in accordance with the requirements of Section 11-15.1-3 (PROCEDURE) of Division 15.1 (ANNEXATION AGREEMENTS) of the Illinois Municipal Code, as amended (65 ILCS 5/11-15.1-3);

WHEREAS, there are two (2) electors residing on the Annexation Tract, to wit: Rose M. Franke who resides at 1201 Rueck Road and Debrah Huggins who resides at 1205 Rueck Road, and a Petition for Annexation of the Annexation Tract has been filed with the City Clerk, in due form, and signed by the owner of record and electors residing on said property requesting that the tract of property be annexed to the City subject to the Annexation Agreement that is authorized by this Ordinance;

WHEREAS, the City's City Council has found and determined and does hereby declare, that the annexation of the subject Annexation Tract to the City on the terms and conditions provided in the Annexation Agreement will further the orderly growth and development of the City, enable the City to control the development of the area, and serve the best interests and welfare of the citizens of the City; and,

WHEREAS, the requirements of Section 11-15.1-3 of Division 15.1 (ANNEXATION AGREEMENTS) of the Illinois Municipal Code (65 ILCS 5/11-15.1-3) having been fully complied with regarding making and entering into annexation agreements for the annexation of real estate to municipalities in the State of Illinois, it is necessary and appropriate that the City enact this Ordinance to authorize and approve the Annexation Agreement and authorize the Mayor to make and enter into the Annexation Agreement for and on behalf of the City for the uses and purposes stated herein and therein.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The Mayor is hereby authorized and directed to execute and deliver the Annexation Agreement for and on behalf of the City, in the form attached hereto, which agreement is hereby approved as to form, and in as many counterparts as the Mayor shall determine; and, the City Clerk is hereby authorized and directed to attest the same and affix thereto the Corporate Seal of the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

Section 4. The City Attorney is authorized and directed to record in the office of

the Recorder of Deeds in and for Monroe County, Illinois, a copy of the fully executed Annexation Agreement, with a certified true copy of this Ordinance attached thereto.

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Koesterer, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Koesterer, Row, Huch and Mayor Hutchinson.

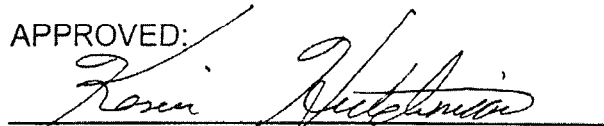
NAYS: Alderman Unnerstall.

ABSENT: Aldermen Conrad, Agne and Niemietz.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 1st day of August, 2005.

APPROVED:



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

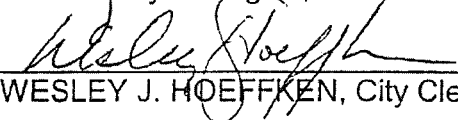
I, Wesley J. Hoeffken, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, file and seal of said City.

I further certify that Ordinance No. 2384, entitled:

"AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND PALMER CREEK, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, FOR THE ANNEXATION OF A TRACT OF REAL ESTATE BELONGING TO PALMER CREEK, L.L.C., HAVING THE ASSIGNED ADDRESSES OF 1201 AND 1205 RUECK ROAD, LOCATED IN MONROE COUNTY, ILLINOIS AND COMPRISING 58.494 ACRES, MORE OR LESS"

to which this Certificate is attached, is a true, perfect, complete and correct copy of said Ordinance as enacted at a regular meeting of the City Council held on the 1st day of August, 2005, and as appears of record in the files and records of the City.

IN WITNESS WHEREOF, I have signed, sealed and delivered this Certificate for the uses and purposes hereinabove set forth this 1st day of August, 2005.



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

**ANNEXATION AGREEMENT FOR THE ANNEXATION OF A
TRACT OF PROPERTY BELONGING TO PALMER CREEK,
L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY,
COMPRISING A TOTAL OF 58.494 ACRES, MORE OR
LESS, TO THE CITY OF COLUMBIA, ILLINOIS**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between the CITY OF COLUMBIA, a Municipal corporation located in the Counties of Monroe and St. Clair, in the State of Illinois, organized and existing under and by virtue of the laws of the State of Illinois (the "City"), by and through its City Council comprised of a Mayor and eight (8) Aldermen, (the "Corporate Authorities" or the "City Council"), as the Party of the First Part, and PALMER CREEK, L.L.C., an Illinois Limited Liability Company, (the "Annexation Petitioner"), as the owner of record of the tract of land comprising a total to 58.494 acres, more or less, (hereinafter in this Annexation Agreement referred to as the "Annexation Tract") that is the subject of this Annexation Agreement, as the Party of the Second Part, WITNESSETH:

WHEREAS, the Annexation Petitioner is the sole owner of record of said land comprising 58.494 acres, more or less, which is not situated within the corporate limits of any municipality and is contiguous to the corporate limits of the City of Columbia, Illinois; which land has the assigned addresses of 1201 and 1205 Rueck Road, Columbia, Illinois; is located in Monroe County, Illinois; and, which Annexation Tract adjoins Rueck Road along the south boundary of the Annexation Tract, adjoins Quarry Road along the east boundary of the Annexation Tract, adjoins Gedern Estates – Phase Two Subdivision along the north boundary of the Annexation Tract and adjoins the Wilson Hills Subdivision along

the west boundary of the Annexation Tract; and, which Annexation Tract is more particularly described as follows, to wit:

Annexation Tract

PART OF FRACTIONAL SECTION 9, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERN MOST CORNER COMMON TO TAX LOTS 6A AND 11A; THENCE ALONG THE LINE COMMON TO TAX LOTS 5A AND 6A, NORTH 01 DEGREE 06 MINUTES 05 SECONDS EAST, A DISTANCE OF 1255.84 FEET TO THE SOUTHERLY LINE OF "CITY OF COLUMBIA" AS DESCRIBED IN BOOK 172 PAGE 36 OF THE MONROE COUNTY RECORDS; THENCE ALONG SAID "CITY OF COLUMBIA" THE FOLLOWING COURSES AND DISTANCES: NORTH 76 DEGREES 01 MINUTE 59 SECONDS EAST, A DISTANCE OF 685.00 FEET TO A POINT OF CURVATURE; EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1860.08 FEET, AN ARC LENGTH OF 401.61 FEET, A CHORD BEARING OF NORTH 82 DEGREES 13 MINUTES 07 SECONDS EAST AND A CHORD DISTANCE OF 400.84 FEET TO THE WESTERLY LINE OF "RUECK ROAD" AS RECORDED IN ENVELOPE 2-119B OF THE MONROE COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID "RUECK ROAD" THE FOLLOWING COURSES AND DISTANCES: SOUTH 09 DEGREES 35 MINUTES 50 SECONDS EAST, A DISTANCE OF 463.80 FEET; SOUTH 02 DEGREES 17 MINUTES 53 SECONDS EAST, A DISTANCE OF 97.34 FEET; SOUTH 03 DEGREES 40 MINUTES 29 SECONDS EAST, A DISTANCE OF 94.69 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE; SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 665.00 FEET, AN ARC LENGTH OF 47.21 FEET, A CHORD BEARING OF SOUTH 05 DEGREES 28 MINUTES 20 SECONDS WEST AND A CHORD DISTANCE OF 47.20 FEET; SOUTH 07 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 162.06 FEET TO A POINT OF CURVATURE; SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 365.00 FEET, AN ARC LENGTH OF 142.64 FEET, A CHORD BEARING OF SOUTH 03 DEGREES 41 MINUTES 21 SECONDS EAST AND A CHORD DISTANCE OF 141.73 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 195.00 FEET, AN ARC LENGTH OF 126.29 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 00 MINUTES 26 SECONDS EAST AND A CHORD DISTANCE OF 124.10 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, SOUTHEASTERLY ALONG

THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 360.00 FEET, AN ARC LENGTH OF 146.86 FEET, A CHORD OF BEARING OF SOUTH 46 DEGREES 16 MINUTES 01 SECOND EAST AND A CHORD DISTANCE OF 145.84 FEET; SOUTH 57 DEGREES 57 MINUTES 13 SECONDS EAST, A DISTANCE OF 230.26 FEET TO A POINT OF CURVATURE; SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 318.94 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 29 MINUTES 51 SECONDS EAST AND A CHORD DISTANCE OF 304.13 FEET; SOUTH 02 DEGREES 57 MINUTES 31 SECONDS WEST, A DISTANCE OF 733.44 FEET TO THE NORTHERLY LINE OF "FIRST ADDITION TO WILSON HILLS SUBDIVISION" AS RECORDED IN ENVELOPE 141-A OF THE MONROE COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID "FIRST ADDITION TO WILSON HILLS SUBDIVISION" NORTH 67 DEGREES 37 MINUTES 08 SECONDS WEST, A DISTANCE OF 449.99 FEET TO THE NORTHEAST CORNER OF "SECOND ADDITION TO WILSON HILLS SUBDIVISION" AS RECORDED IN ENVELOPE 142-B OF THE MONROE COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID "SECOND ADDITION TO WILSON HILLS SUBDIVISION" NORTH 67 DEGREES 34 MINUTES 29 SECONDS WEST, A DISTANCE OF 374.89 FEET TO THE NORTHEAST CORNER OF "THIRD ADDITION TO WILSON HILLS SUBDIVISION" AS RECORDED IN ENVELOPE 152-B OF THE MONROE COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID "THIRD ADDITION TO WILSON HILLS SUBDIVISION" NORTH 67 DEGREES 37 MINUTES 42 SECONDS WEST, A DISTANCE OF 299.62 FEET TO THE NORTHEAST CORNER OF "FOURTH ADDITION TO WILSON HILLS SUBDIVISION" AS RECORDED IN ENVELOPE 158-A OF THE MONROE COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID "FOURTH ADDITION TO WILSON HILLS SUBDIVISION" NORTH 67 DEGREES 36 MINUTES 46 SECONDS WEST, A DISTANCE OF 626.29 FEET TO THE LINE COMMON TO TAX LOTS 5A AND 11A; THENCE ALONG THE LINE COMMON TO SAID TAX LOTS 5A AND 11A, NORTH 00 DEGREES 45 MINUTES 40 SECONDS EAST, A DISTANCE OF 191.84 FEET TO THE POINT OF BEGINNING.

PERMANENT PROPERTY INDEX NO.: 04-09-400-004.

(the "Annexation Tract"), which the Annexation Petitioner desires to have annexed to the City and requires that a portion thereof to be zoned R-4 (One-Family Dwelling Zoned District) and the remainder thereof to be zoned R-3 (One-Family Dwelling Zoned District)

and for the uses and purposes therein authorized and subject to the regulations therein required to be complied with;

WHEREAS, the annexation of the Annexation Tract to the City by the Annexation Petitioner is intended to be conditioned upon and shall be subject to the terms, conditions and provisions of this Annexation Agreement; and,

WHEREAS, the Corporate Authorities of the City, after due and careful consideration, have found and determined and do hereby declare that the annexation of the Annexation Tract to the City on the terms and conditions stated in this Annexation Agreement, will further the orderly growth of the City, enable the City to control the development of the area, and will serve the welfare and best interests of the City.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, it is mutually agreed by and between the parties hereto, as follows:

(1) **Annexation and Zoning of the Annexation Tract.** At a regular or special meeting of the Columbia, Illinois City Council following the City Council enactment of the ordinance to authorize this Annexation Agreement and after the parties to this Agreement have made and entered into this Agreement, the City Council shall enact an ordinance annexing the Annexation Tract to the City.

That the narrative legal description of the outboundary of the Annexation Tract, comprising 58.494 acres, more or less, is as is described above in the preamble of this agreement and that is the legal description which will be used on the Annexation Ordinance the City shall enact in order to annex the property to the City.

Said annexation ordinance, together with an accurate map of the Annexation Tract, shall be recorded in the offices of the Monroe County, Illinois and the St. Clair County, Illinois Records of Deeds and filed in the office of the Monroe County, Illinois Clerk in accordance with the requirements of Sections 7-1-1, 7-1-8, 7-1-40 and 7-1-48 of the Illinois Municipal Code (65 ILCS 5/7-1-1, 5/7-1-8, 5/7-1-40 and 5/7-1-48). As soon as practicable thereafter, and after recording of the annexation ordinance and map as aforesaid, the City Council shall enact an ordinance to zone the Annexation Tracts as follows:

The portion of the Annexation Tract comprising 23.238 acres, more or less, which is more particularly described as follows, to wit:

PART OF FRACTIONAL SECTION 9, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF RUECK ROAD AS RECORDED IN ENVELOPE 2-119B AND THE NORTHERLY LINE OF "FIRST ADDITION TO WILSON HILLS SUBDIVISION" AS RECORDED IN ENVELOPE 141-A, ALL OF THE MONROE COUNTY RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID "FIRST ADDITION TO WILSON HILLS SUBDIVISION" NORTH 67 DEGREES 37 MINUTES 08 SECONDS WEST, A DISTANCE OF 449.99 FEET TO THE NORTHEAST CORNER OF "SECOND ADDITION TO WILSON HILLS SUBDIVISION" AS RECORDED IN ENVELOPE 142-B OF THE MONROE COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID "SECOND ADDITION TO WILSON HILLS SUBDIVISION" NORTH 67 DEGREES 34 MINUTES 29 SECONDS WEST, A DISTANCE OF 374.89 FEET TO THE NORTHEAST CORNER OF "THIRD ADDITION TO WILSON HILLS SUBDIVISION" AS RECORDED IN ENVELOPE 152-B OF THE MONROE COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID "THIRD ADDITION TO WILSON HILLS SUBDIVISION" NORTH 67 DEGREES 37 MINUTES 42 SECONDS WEST, A DISTANCE OF 299.62 FEET TO THE NORTHEAST CORNER OF "FOURTH ADDITION TO WILSON HILLS SUBDIVISION" AS RECORDED IN ENVELOPE 158-A OF THE MONROE COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID "FOURTH ADDITION TO WILSON HILLS SUBDIVISION"

NORTH 67 DEGREES 36 MINUTES 46 SECONDS WEST, A DISTANCE OF 626.29 FEET TO THE LINE COMMON TO TAX LOTS 5A AND 11A; THENCE NORTH 57 DEGREES 44 MINUTES 19 SECONDS EAST, A DISTANCE OF 225.79 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 87.34 FEET, A CHORD BEARING OF NORTH 15 DEGREES 34 MINUTES 48 SECONDS WEST AND A CHORD DISTANCE OF 86.11 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 55 SECONDS EAST, A DISTANCE OF 179.42 FEET; THENCE NORTH 01 DEGREE 06 MINUTES 05 SECONDS EAST, A DISTANCE OF 104.09 FEET; THENCE NORTH 78 DEGREES 47 MINUTES 30 SECONDS EAST, A DISTANCE OF 133.52 FEET; THENCE NORTH 63 DEGREES 25 MINUTES 31 SECONDS EAST, A DISTANCE OF 104.93 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 969.50 FEET, AN ARC LENGTH OF 53.29 FEET, A CHORD BEARING OF NORTH 20 DEGREES 54 MINUTES 50 SECONDS WEST AND A CHORD DISTANCE OF 53.28 FEET; THENCE NORTH 70 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 156.50 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 813.00 FEET, AN ARC LENGTH OF 52.50 FEET, A CHORD BEARING OF NORTH 17 DEGREES 29 MINUTES 22 SECONDS WEST AND A CHORD DISTANCE OF 52.49 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 64.32 FEET, A CHORD BEARING OF NORTH 27 DEGREES 55 MINUTES 26 SECONDS WEST AND A CHORD DISTANCE OF 63.83 FEET; THENCE NORTH 49 DEGREES 47 MINUTES 30 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 73 DEGREES 50 MINUTES 39 SECONDS EAST, A DISTANCE OF 151.55 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 656.50 FEET, AN ARC LENGTH OF 145.13 FEET, A CHORD BEARING OF NORTH 02 DEGREES 49 MINUTES 24 SECONDS WEST AND A CHORD DISTANCE OF 144.84 FEET; THENCE SOUTH 86 DEGREES 29 MINUTES 24 SECONDS EAST, A DISTANCE OF 156.50 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 536.67 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 13 MINUTES 18 SECONDS EAST AND A CHORD DISTANCE OF 511.02 FEET; THENCE SOUTH 57 DEGREES 57 MINUTES 13 SECONDS EAST, A DISTANCE OF 243.55 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A

CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 159.47 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 29 MINUTES 51 SECONDS EAST AND A CHORD DISTANCE OF 152.06 FEET; THENCE SOUTH 02 DEGREES 57 MINUTES 31 SECONDS WEST, A DISTANCE OF 491.09 FEET; THENCE SOUTH 67 DEGREES 37 MINUTES 08 SECONDS EAST, A DISTANCE OF 185.56 FEET TO THE AFORESAID WESTERLY LINE OF "RUECK ROAD"; THENCE ALONG SAID WESTERLY LINE OF "RUECK ROAD" SOUTH 02 DEGREES 57 MINUTES 31 SECONDS WEST, A DISTANCE OF 165.94 FEET TO THE POINT OF BEGINNING.

shall be zoned R-4 (One-Family Dwelling Zoned District) and for the uses and purposes therein authorized and subject to the regulations therein required to be complied with. The remaining portion of the Annexation Tract comprising 25.238 acres, more or less, and which is more particularly described as follows:

PART OF FRACTIONAL SECTION 9, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERN MOST CORNER COMMON TO TAX LOTS 6A AND 11A; THENCE ALONG THE LINE COMMON TO TAX LOTS 5A AND 6A, NORTH 01 DEGREE 06 MINUTES 05 SECONDS EAST, A DISTANCE OF 1255.84 FEET TO THE SOUTHERLY LINE OF "CITY OF COLUMBIA" AS DESCRIBED IN BOOK 172 PAGE 36 OF THE MONROE COUNTY RECORDS; THENCE ALONG SAID "CITY OF COLUMBIA" THE FOLLOWING COURSES AND DISTANCES: NORTH 76 DEGREES 01 MINUTE 59 SECONDS EAST, A DISTANCE OF 685.00 FEET TO A POINT OF CURVATURE; EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1860.08 FEET, AN ARC LENGTH OF 401.61 FEET, A CHORD BEARING OF NORTH 82 DEGREES 13 MINUTES 07 SECONDS EAST AND A CHORD DISTANCE OF 400.84 FEET TO THE WESTERLY LINE OF "RUECK ROAD" AS RECORDED IN ENVELOPE 2-119B OF THE MONROE COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID "RUECK ROAD" THE FOLLOWING COURSES AND DISTANCES: SOUTH 09 DEGREES 35 MINUTES 50 SECONDS EAST, A DISTANCE OF 463.80 FEET; SOUTH 02 DEGREES 17 MINUTES 53 SECONDS EAST, A DISTANCE OF 97.34 FEET; SOUTH 03 DEGREES 40 MINUTES 29 SECONDS EAST, A DISTANCE OF 94.69 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE; SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 665.00 FEET, AN ARC LENGTH OF 47.21

FEET, A CHORD BEARING OF SOUTH 05 DEGREES 28 MINUTES 20 SECONDS WEST AND A CHORD DISTANCE OF 47.20 FEET; SOUTH 07 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 162.06 FEET TO A POINT OF CURVATURE; SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 365.00 FEET, AN ARC LENGTH OF 142.64 FEET, A CHORD BEARING OF SOUTH 03 DEGREES 41 MINUTES 21 SECONDS EAST AND A CHORD DISTANCE OF 141.73 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 195.00 FEET, AN ARC LENGTH OF 126.29 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 00 MINUTES 26 SECONDS EAST AND A CHORD DISTANCE OF 124.10 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 360.00 FEET, AN ARC LENGTH OF 146.86 FEET, A CHORD OF BEARING OF SOUTH 46 DEGREES 16 MINUTES 01 SECOND EAST AND A CHORD DISTANCE OF 145.84 FEET; SOUTH 57 DEGREES 57 MINUTES 13 SECONDS EAST, A DISTANCE OF 230.26 FEET TO A POINT OF CURVATURE; SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 318.94 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 29 MINUTES 51 SECONDS EAST AND A CHORD DISTANCE OF 304.13 FEET; SOUTH 02 DEGREES 57 MINUTES 31 SECONDS WEST, A DISTANCE OF 567.50 FEET; THENCE DEPARTING THE AFORESAID WESTERLY LINE OF "RUECK ROAD" NORTH 67 DEGREES 37 MINUTES 08 SECONDS WEST, A DISTANCE OF 185.56 FEET; THENCE NORTH 02 DEGREES 57 MINUTES 31 SECONDS EAST, A DISTANCE OF 491.09 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 159.47 FEET, A CHORD BEARING OF NORTH 27 DEGREES 29 MINUTES 51 SECONDS WEST AND A CHORD DISTANCE OF 152.06 FEET; THENCE NORTH 57 DEGREES 57 MINUTES 13 SECONDS WEST, A DISTANCE OF 243.55 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 536.37 FEET, A CHORD BEARING OF NORTH 27 DEGREES 13 MINUTES 18 SECONDS WEST AND A CHORD DISTANCE OF 511.02 FEET; THENCE NORTH 86 DEGREES 29 MINUTES 24 SECONDS WEST, A DISTANCE OF 156.50 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 656.50 FEET, AN ARC LENGTH OF 145.13 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 49 MINUTES 24 SECONDS EAST AND A CHORD DISTANCE OF 144.84 FEET; THENCE SOUTH 73 DEGREES 50 MINUTES 39 SECONDS WEST, A DISTANCE OF 151.55 FEET; THENCE SOUTH 49 DEGREES 47 MINUTES 30

SECONDS WEST, A DISTANCE OF 25.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 64.32 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 55 MINUTES 26 SECONDS EAST AND A CHORD DISTANCE OF 63.83 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 813.00 FEET, AN ARC LENGTH OF 52.50 FEET, A CHORD BEARING OF SOUTH 17 DEGREES 29 MINUTES 22 SECONDS EAST AND A CHORD DISTANCE OF 52.49 FEET; THENCE SOUTH 70 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 156.50 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE O THE LEFT, HAVING A RADIUS OF 969.50 FEET, AN ARC LENGTH OF 53.29 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 54 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 53.28 FEET; THENCE SOUTH 63 DEGREES 25 MINUTES 31 SECONDS WEST, A DISTANCE OF 104.93 FEET; THENCE SOUTH 78 DEGREES 47 MINUTES 30 SECONDS WEST, A DISTANCE OF 133.52 FEET; THENCE SOUTH 01 DEGREE 06 MINUTES 05 SECONDS WEST, A DISTANCE OF 104.09 FEET; THENCE NORTH 88 DEGREES 53 MINUTES 55 SECONDS WEST, A DISTANCE OF 179.42 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, THENCE SOUTHERLY ALONG THE ARC OF A CURVE THE LEFT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 87.34 FEET, A CHORD BEARING OF SOUTH 15 DEGREES 34 MINUTES 48 SECONDS EAST AND A CHORD DISTANCE OF 86.11 FEET; THENCE SOUTH 57 DEGREES 44 MINUTES 19 SECONDS WEST, A DISTANCE OF 225.79 FEET TO THE LINE COMMON TO TAX LOTS 5A AND 11A; THENCE ALONG THE LINE COMMON TO SAID TAX LOTS 5A AND 11A, NORTH 00 DEGREES 45 MINUTES 40 SECONDS EAST, A DISTANCE OF 191.84 FEET TO THE POINT OF BEGINNING.

shall be zoned R-3 (One-Family Dwelling Zoned District) and for the uses and purposes therein authorized and subject to the regulations therein required to be complied with.

(2) **Sketch Plat.** Following the annexation and zoning of the Annexation Tract to the City, the subdivision of the Annexation Tract shall be by preliminary and final subdivision plats which will comply with the "sketch plat" attached hereto as an Exhibit, which is made part hereof. The subdivision plats and improvement plans for the subdivision shall include and provide for, among other things, the following:

(A) The internal street network in the subdivision shall provide for two (2) points of intersection and access to Rueck Road (as depicted on the sketch plat) and one (1) point of intersection and access to the Quarry Road (as depicted on the sketch plat) which Quarry Road intersection is to be at a location a safe distance west of the four-way intersection of the Quarry Road and Rueck Road in the City in order to avoid a five (5) leg intersection at the northeast corner of the subdivision.

(B) Code compliant, Portland cement concrete sidewalks will be provided along the entire east boundary of the subdivision on the west side of Rueck Road and along the entire north boundary of the subdivision on the south side of Quarry Road.

(C) At the subdivider/developer's expense, the south right-of-way of the Quarry Road adjoining the north boundary of the subdivision, for the full length of the north boundary of the subdivision, shall be reconstructed in compliance with the rural design standards required by Subsection 34-5-3(E) of the City's Subdivision Code, except where compliance is excused by variances granted by the City Council during the process of approval of the subdivision plat and improvement plans for the subdivision. An easement or right-of-way dedication along the north boundary of the subdivision required for necessary widening and reconstruction of the Quarry Road will be made and provided for by the subdivider/developer by final subdivision plat dedication, if required by the city's city council.

(D) No subdivision lot shall have direct access onto either Rueck Road or the Quarry Road and if required by the City Council, the notes on the final subdivision plat shall prohibit direct access from subdivision lots onto those roads.

(E) The surface water retention and/or detention facilities authorized by the improvement plans for the subdivision shall be located on common ground which will be owned and maintained by a homeowners' association to be established by the subdivider/developer of the subdivision and available for use by lot owners as the restrictions for the subdivision allow and provide.

(F) The final subdivision plat or plats for the subdivision of the Annexation Tract shall provide for a landscape easement on, over, along and across the subdivision lots adjoining the Rueck Road right-of-way of a width of not to exceed twelve (12) lineal feet, which will be available to provide a landscape buffer along and across the subject subdivision lots that will be adjacent to Rueck Road. The subdivider shall be responsible for the planting and creation of the landscape buffer (the nature and placement of which shall be subject to City Council approval at the time of the approval of the improvement plans for the subdivision) and the property owners association for the subdivision shall be responsible for the maintenance of the landscape buffer to be located in the landscape easement and shall be provided permanent, ready and good access thereto for that use and purpose. Said landscape easement (including adequate working room and access) shall be in a form approved by the City's Attorney and the City's Engineering Consultant.

(3) **Application of City Codes and Ordinances.** After the annexation of the Annexation Tract to the City, and for the term of this Annexation Agreement and thereafter, the City's Subdivision Code, the City's Zoning Code and the other Codes and Ordinances of the City from time to time in effect at time of reference will apply to the development and use of the Annexation Tract and shall regulate the subject property and/or the residents and occupants thereof, as said Codes and Ordinances exist at the time of reference.

Subsequent amendments to applicable existing Codes and Ordinances of the City or subsequent enactments of new and different applicable City Codes and Ordinances which affect the Annexation Tract shall apply to the Annexation Tract with the same force and effect as they apply elsewhere to other applicable property in the City. Consequently, existing Codes and Ordinances of the City in effect at the time of the annexation of the Annexation Tract to the City shall not be required to continue in effect without change with regard to their application to the Annexation Tract and new enactments shall not be prohibited from applying to the Annexation Tract during the term of this Agreement.

(4) **Annexation Expenses.** The Annexation Petitioner shall pay all of the legal, surveying and engineering expenses and other costs necessary to be incurred for the annexation and zoning of the Annexation Tract, without any reimbursement for the same by the City. Such costs shall include but shall not be limited to the preparation of the Annexation Petition, this Annexation Agreement and the other annexation documents required to be prepared by the City Attorney in order to accomplish the annexation and zoning of the Annexation Tract, the annexation map to be attached to the annexation ordinance to be prepared by a Registered Land Surveyor, publication of notices of public hearings on the Annexation Agreement and zoning of the Annexation Tract, and recording of the Annexation Agreement in the office of the Monroe County, Illinois Recorder and the recording of the annexation map and ordinance in the offices of the Monroe County, Illinois Recorder and the St. Clair County, Illinois Recorder.

(5) **Effective Term.** This Agreement shall be in full force and effect for a term of twenty (20) years from the date of its execution.

(6) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, successor owners of record of the subject properties, and all parts thereof, their heirs, executors, administrators, other legal representatives, successors, lessees and assigns, and upon successor municipalities. Nothing herein shall prevent the alienation or sale of the subject Annexation Tract, or portions thereof, except that such sale shall be subject to the provisions of this Annexation Agreement and of the zoning ordinances and other Codes and Ordinances of the City in effect at time of reference, and the new owners shall be both benefitted and bound by the terms, conditions and restrictions contained in this Annexation Agreement.

(7) **Enforcement.** This Agreement shall be enforceable in any Court of competent jurisdiction by either of the parties hereto by an appropriate action at law or in equity to secure performance of the covenants contained herein in accordance with the provisions of Section 11-15.1-4 of the Illinois Municipal Code (65 ILCS 5/11-15.1-4).

(8) **Severability.** In the event any provision of this agreement shall be declared invalid by a Court of competent jurisdiction, the invalidity of said provision will not effect the validity of the other provisions of this agreement.

(9) **Amendments.** This Agreement may be amended by a written mutual agreement of the parties hereto pursuant to City ordinance duly enacted following public hearing and publication of the notice of hearing, as provided by Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3).

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement on the date first above written.

CITY OF COLUMBIA, ILLINOIS, the Party
of the First Part

BY: _____
KEVIN B. HUTCHINSON, Mayor

ATTEST:

WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County, in the State aforesaid, hereby certifies that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and the City Clerk, respectively, of the City of Columbia, Monroe County, Illinois, in the above agreement referred to as the Party of the First Part, appeared before me, in person, this date, and acknowledged that they signed and delivered the above and foregoing document pursuant to ordinance of the City of Columbia, Illinois duly enacted, as their free and voluntary act and deed and as the free and voluntary act and deed of the City of Columbia, Illinois, a Municipal Corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this _____ day of _____,
2005.

Notary Public

PALMER CREEK, L.L.C., an Illinois Limited Liability Company, the Party of the Second Part

BY: _____
PAUL P. FRIERDICH, Managing Member

GRANT M. FRIERDICH, Member

ADAM M. FRIERDICH, Member

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County, in the State aforesaid, hereby certifies that PAUL P. FRIERDICH, GRANT M. FRIERDICH and ADAM M. FRIERDICH, personally known to me and known to me to be the members of the PALMER CREEK, L.L.C., an Illinois Limited Liability Company, whose names are subscribed to the above and foregoing document for and on behalf of said Company in the above agreement referred to as the Party of the Second Part, appeared before me in person, this date, and acknowledged that they signed and delivered said document as their free and voluntary act and deed and as the free and voluntary act and deed of PALMER CREEK, L.L.C., for the uses and purposes therein set forth.

Given under my hand and Notary Seal this _____ day of _____,
2005.

Notary Public

THIS DOCUMENT PREPARED BY:

TOM D. ADAMS #13439
ADAMS AND HUETSCH
Attorneys-at-Law
321 Wedgewood Square
P. O. Box 647
Columbia, Illinois 62236
Telephone (618) 281-5185/5186

EXHIBIT

TO

**ANNEXATION AGREEMENT FOR THE ANNEXATION OF A
TRACT OF PROPERTY BELONGING TO PALMER CREEK,
L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY,
COMPRISING A TOTAL OF 58.494 ACRES, MORE OR
LESS, TO THE CITY OF COLUMBIA, ILLINOIS**

Sketch Plat