PREPARED BY:
City of Harrisburg
PO BOX 26
Harrisburg, SD 57032
605.743.5872

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (the "Agreement") is made and entered into by and between the City of Harrisburg (the "City") and the undersigned property owners (the "Owners"). The purpose of this Agreement is to set forth the terms and conditions for the voluntary annexation of the Subdivision (defined below) by the City of Harrisburg.

The City and the Owners understand that the City's growth will eventually result in the City's municipal boundary becoming adjacent to the boundary of the Subdivision and that the annexation of the Subdivision will then be possible.

For and in consideration of the annexation of the property described below and the mutual promises set forth herein, the parties agree as follows:

1. Pursuant to SDCL 9-4-1.1, the owners of the property within the Subdivision will submit a Petition for Voluntary Annexation (the "Petition") within sixty days of receipt of a request by the City for the annexation of the real property described below subject to the terms and conditions set forth herein.

Tracts 1, 2, and 3 of Naglestad Addition, located in the SW¼ of Section 16, Township 99 North, Range 49 West, 5th Prime Meridian, Lincoln County, South Dakota.

(the "Subdivision")

- 2. The Owners agree that when they submit a Petition to the City that all of the real property within the Subdivision will be included in and subject to the Petition.
- 3. The City agrees to assume maintenance responsibility of public improvements, including snow removal, for the Subdivision upon Annexation.

- 4. The City agrees to extend City water and sanitary sewer mains to serve the Subdivision after annexation as soon as it is financially practical for the City and to assess no more than 50% of project costs to Owners.
- Owners agree to connect to City water and sanitary sewer mains within one year of installation of City water and sanitary sewer mains at the Owners' sole expense.

This Agreement shall be binding upon, and inure to the benefit of, the Owners and their respective heirs, successors, or assigns, and shall run with the land. This Agreement shall be recorded in the Lincoln County Register of Deeds Office to give notice to the public and all interested parties of the obligations herein.

Nothing in the Agreement shall be construed as requiring the City, at its sole expense, to construct or install any sanitary sewer lines, water distribution lines, or other improvements of any kind upon the Subdivision or extend such public improvements to service the Subdivision.

This Agreement embodies all agreements and representations of the Owners. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the Owners. This Agreement may be modified only in writing and executed by all parties to this Agreement including any new owners of real estate within the Subdivision.

This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

Dated this	day of	, 2020.	
	[Signatur	es begin on next page]	

CITY OF HARRISBURG

Attest:	Juli	e Burke-VanLuvar	nee, Mayor
Mary McClung, Finance Officer			
STATE of SOUTH DAKOTA)		
COUNTY OF LINCOLN)SS)		
I, the undersigned, a notar aforesaid, do hereby certify that a Mayor of the City of Harrisburg, a personally known to me to be the personally known to me to be the the foregoing instrument, appears acknowledged that as such Mayor delivered the said instrument as I municipality and caused the corporate thereto pursuant to authority give Harrisburg as their free and volundeed of said municipality for the understanding the said instrument as I municipality and caused the corporate thereto pursuant to authority give Harrisburg as their free and volundeed of said municipality for the understanding the said instrument.	Julie Bowen municipal city Finance same perse ed before more and City F Mayor and Corate seal contary act and	, personally known corporation, and More Officer of said cons whose names the this day in personance Officer, the City Finance Officer of said municipality reporate authorities das the free and was the free and	n to me to be the Mary McClung, corporation and sare subscribed to on and severally ey signed and er of said of the City of voluntary act and
Given under my hand and official	seal this	day of	20
(SEAL)		ary Public, South I Commission Expir	

	OWNERS
STATE of SOUTH DAKOTA)	SS
COUNTY OF LINCOLN)	
officer, personally appeared acknowledged themselves to be	, 202, before me, the undersigned, who the property owners, and that they being foregoing instrument for the purposes therein
In Witness Whereof, I have hereunt	o set my hand and official seal.
(SEAL)	Notary Public, South Dakota My commission expires