

PREPARED BY:

City of Harrisburg

PO BOX 26

Harrisburg, SD 57032

605.743.5872

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## **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 and 2 of CKC Addition, located in the NW¼ of Section 16, Township 99 North, Range 49 West, 5<sup>th</sup> Prime Meridian, Lincoln County, South Dakota.

(the "Subdivision")

2. The Owners agree that when they submit a Petition for Voluntary Annexation 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.
5. 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 \_\_\_\_\_, 2018.

*[Signatures begin on next page]*

CITY OF HARRISBURG

\_\_\_\_\_  
Julie Burke-VanLuvanee, Mayor

Attest:

\_\_\_\_\_  
Mary McClung, Finance Officer

STATE of SOUTH DAKOTA     )  
  )SS  
COUNTY OF LINCOLN         )

I, the undersigned, a notary public in and for the county and state aforesaid, do hereby certify that Julie Burke-VanLuvanee, personally known to me to be the Mayor of the City of Harrisburg, a municipal corporation, and Mary McClung, personally known to me to be the City Finance Officer of said corporation 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 as such Mayor and City Finance Officer, they signed and delivered the said instrument as Mayor and City Finance Officer of said municipality and caused the corporate seal of said municipality to be affixed thereto pursuant to authority given by the corporate authorities of the City of Harrisburg as their free and voluntary act and as the free and voluntary act and deed of said municipality for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

(SEAL)

\_\_\_\_\_  
Notary Public, South Dakota  
My Commission Expires: \_\_\_\_\_

OWNER

\_\_\_\_\_  
Craig Gilbertson

STATE of SOUTH DAKOTA     )  
  )SS  
COUNTY OF LINCOLN         )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared Craig Gilbertson, who acknowledged himself to be the property owner, and that he being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing.

In Witness Whereof, I have hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public, South Dakota  
My commission expires \_\_\_\_\_.