

**TO THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF WINNEBAGO, WINNEBAGO COUNTY, ILLINOIS**

**PETITION TO ENTER INTO ANNEXATION AGREEMENT
WITH VILLAGE OF WINNEBAGO**

The Petitioner(s) Shannon D. DeWitt, on oath
respectfully represent(s): as Trustee of the Shannon D. DeWitt Trust
dated March 24, 2015

1. That Petitioner(s) is/are the sole owner(s) of the property located at
9714 Cunningham Rd, in Winnebago
(list full address)
County, (hereinafter referred to as the "Annexation Property").

2. The Annexation Property is described as follows:

See Exhibit "A" attached hereto and made a part hereof consisting of full legal description of the Annexation Property. (either obtain at Winnebago County Recorder's Office, or attach copy of deed to property by which you acquired title)

3. The Annexation Property is: (check applicable box)

- vacant land and there is no residence on the Annexation Property.
 occupied and there is a residence on the Annexation Property.
 unoccupied and there is a residence on the Annexation Property.
 occupied and there is a business on the Annexation Property known as _____.
 unoccupied and there is a business on the Annexation Property known as _____.

4. As to the Electors named hereinbelow (defined as anyone registered to vote):

- they reside on the Annexation Property and are all the same individuals as the owners of the Annexation Property.
 they reside on the Annexation Property and are not the property owners, but at least 51% of the Electors on the Annexation Property join in this petition.
 there are none because the Annexation Property is vacant land, or is property with a residence thereon, but it is unoccupied.

5. The Annexation Property does not lie within the corporate boundaries of any municipality.

6. The Annexation Property **is currently contiguous** to the corporate limits of the Village of Winnebago.

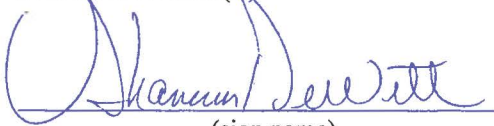
7. Attached to this Petition as Exhibit "B" is a proposed Annexation Agreement which Petitioner(s) desire(s) to enter into with the Village of Winnebago.

PETITIONER(S) RESPECTFULLY REQUEST(S):

- A. The Village of Winnebago enter into a Annexation Agreement with Petitioner(s) in accordance with the copy of the Annexation Agreement attached hereto, and pursuant to Section 5/11-15.1-1 through Section 5/11-15.1-5 of the Illinois Municipal Code of the State of Illinois, and further pursuant to the Zoning Ordinances of the Village of Winnebago effective as of the date of this petition.
- B. The Village of Winnebago Board of Trustees, after the necessary public hearing has been hold, authorize the Village President to sign the aforesaid Annexation Agreement pursuant to 65 ILCS 5/7-1-1 and 5/7-1-8 of the Illinois Municipal Code of the State of Illinois, according to the provisions of the Annexation Agreement as set forth herein, or as modified prior to signature by all parties, or as modified pursuant to said Illinois Municipal Code.
- C. The Village of Winnebago Board of Trustees then pass an ordinance annexing the property to the Village, and designating the zoning of the property in accordance with the terms of the Annexation Agreement, after the necessary public hearing has been held.
- D. The Village of Winnebago Board of Trustees then pass an ordinance effecting a Map Amendment to rezone the Property in accordance with the terms of the Annexation Agreement.
- E. Such other action be taken as is appropriate.

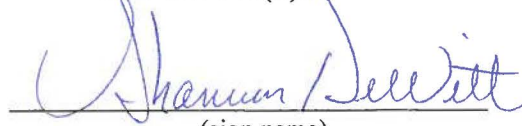
Dated this 25th day of June, 2021.

**OWNER(S)/
PETITIONER(S)**


(sign name)

Shannon D. DeWitt
as Trustee (print name)

ELECTOR(S):


(sign name)

Shannon D. DeWitt
(print name)

(sign name)

(print name)

(sign name)

(print name)

STATE OF ILLINOIS)
)
COUNTY OF Winnebago) SS

On this 25th day of JUNE, 2025, before me, a Notary Public, appeared Shannon D. Dewitt, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.



Franklin J. Eubank Jr.
NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public, appeared _____, known to me to be the same person(s) who executed the within and foregoing instrument; said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official hand and seal the day and year first above written.

NOTARY PUBLIC



\$25

Deed In Trust

14-16-200-003

Grantor, SHANNON D. DE WITT, of the City of Rockford, County of Winnebago and State of Illinois, for and in consideration of TEN and 00/100 Dollars, and other good and valuable consideration, in hand paid, CONVEYS and WARRANTS to Grantee, SHANNON D. DE WITT, as Trustee, under a certain Trust Agreement or Declaration of Trust known as the SHANNON D. DE WITT Revocable Living Trust dated March 24, 2015, and any amendments thereto, the following described real estate situated in the County of Winnebago and State of Illinois:

20191039152
Filed for Record in WINNEBAGO COUNTY IL 15
NANCY MCPHERSON, RECORDER
11/25/2019 02:22:33 PM
DEED Pages: 1
RECORDING FEE 36.00
RHSP FEE 9.00

Part of the Northeast Quarter (1/4) of Section 16, Township 26 North, Range 11 East of the Fourth Principal Meridian, bounded and described as follows, to-wit: Beginning at a point on the North line of said Quarter (1/4) Section, 330.00 feet West of the Northwest corner of the East Half (1/2) of the East Half (1/2) of said Quarter (1/4) Section; thence West, along the North line of said Quarter (1/4) Section, a distance of 352.00 feet; thence South, parallel with the West line of the East Half (1/2) of the East Half (1/2) of said Quarter (1/4) Section, a distance of 660.00 feet; thence East, parallel with the North line of said Quarter (1/4) Section a distance of 352.00 feet; thence North, parallel with the West line of the East Half (1/2) of the East Half (1/2) of said Quarter (1/4) Section, a distance of 660.00 feet to the place of beginning. SUBJECT TO that portion dedicated for public roadway in Book 852 on Page 454; situated in the County of Winnebago and State of Illinois.

Hereby releasing and waiving all rights under the Homestead Exemption laws of the State of Illinois.

Property Address: 9714 Cunningham Rd., Winnebago, IL 61088

PIN: 14-16-200-003

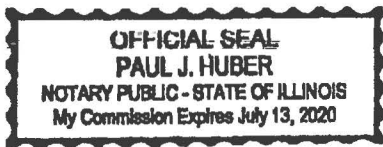
Dated this 19 day of November, 2019.

Shannon DeWitt
SHANNON D. DE WITT

State of Illinois, County of Stephenson, SS. I, the undersigned, a Notary Public in the State and County aforesaid, DO HEREBY CERTIFY THAT SHANNON D. DE WITT, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, with full authority to do so, for the uses and purposes set forth including waiver of homestead rights.

Given under my hand and seal this 19 day of November, 2019.

Seal:



PA
Notary Public

Prepared by and mail to: Attorney Paul J. Huber, 226 Lake Summerset Rd., Davis, IL 61019

Tax Bills to Grantee: Shannon D. DeWitt, Trustee, 9714 Cunningham Rd., Winnebago, IL 61088

This document is exempt from transfer tax under Paragraph (e), Section 4 of the Illinois Real Estate Transfer Act.

11/19/2019
Date

PA
Owner or Agent

VILLAGE OF WINNEBAGO
ANNEXATION AGREEMENT

This Annexation Agreement, made this 25th day of June, 2021, by and between Shannon D. Dewitt as Trustee ("Owner"),
(list all titleholders to property)
and the VILLAGE OF WINNEBAGO, an Illinois municipal corporation ("Village").

RECITALS

A. The Owner holds the entire fee simple title to the property described in Exhibit "A" attached hereto, hereinafter called "Property", commonly known as 9714 Cunningham Rd. Winnebago, IL 61088,
(list full address and check applicable box or boxes)

- Consisting of vacant land (____ acres)
- Improved with a single family residence
- Improved with a commercial business known as _____
- Other: _____
(list type of property)

located in Winnebago County, Illinois, and bearing Property Identification Number (P.I.N.) 14-16-200-003. The Plat of Annexation for the subject property which depicts the territory that is the subject of this Annexation Agreement that will be annexed to the Village, and legally describes the subject property is attached hereto as Exhibit "B", and incorporated herein by reference.

- B. The Property is not presently within the limits of any municipality and IS presently contiguous to the present boundaries of the Village.
- C. Section 5/11-15.1-1 of the Illinois Municipal Code authorizes municipalities to enter into an annexation agreement with one or more of the owners of record of land in unincorporated territory that is contiguous to the municipality.
- D. Section 5/11-15.1-2.1 of the Illinois Municipal Code states that property that is the subject of an annexation agreement adopted under Division 15.1 is subject to the ordinances, control, and jurisdiction of the annexing municipality in all respects, the same as property that lies within the annexing municipality's corporate limits.
- E. Prior to executing the instant Annexation Agreement, Owner(s) executed, and filed with the Village, a Petition for Annexation to the Village of Winnebago, which petition provides for the execution of an Annexation Agreement in association therewith, and is contingent upon the execution by all parties of this Annexation Agreement. The Owner also agrees that the filing of a petition to annex the Property is an obligation that runs with the land, and Owner shall include as a condition on any future land sold that any owner of the Property who acquires an interest in the Property, subsequent to the execution of this Annexation Agreement but before actual annexation, agrees to execute

a Petition for Annexation immediately upon the transfer of ownership of the land, and should any subsequent owner(s) fail to so execute said petition, such owner or owners agree(s) to automatically appoint the Village President, as Attorney in Fact, with authority to sign the petition on behalf of any such owner or owners with an interest at that time. Said petition shall then be submitted to the Village Board and accepted as provided by law, subject to all of the terms and conditions contained in this Annexation Agreement

F. Owner(s) seek(s) rezoning of the property upon annexation from its current zoning classification of AG in Winnebago County to the following zoning classification in the Village of Winnebago:

- One-Family Residential (Village Zoning District No. 1)
- Two Family Residential (Village Zoning District No. 2)
- Multi-Family Residential (Village Zoning District No. 2-M)
- General Business (Village Zoning District No. 3)
- General Industrial (Village Zoning District No. 4)
- Light Industrial (Village Zoning District No. 5)
- Farmland with livestock (Village Zoning District No. 6)
- Farmland without livestock (Village Zoning District No. 7)
- Other: _____

G. On _____, 20____, after duly published notice, as required by statute and ordinance, the Planning and Zoning Commission of the Village conducted public hearings on the Zoning Map amendment and the zoning classification to be assigned to the Property as provided in Section 3 of this Agreement. Upon adjournment of the public hearings the Planning and Zoning Commission of the Village made recommendations regarding such items to the Village Board in the manner provided by law.

H. Pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Annexation Agreement, similar in substance and form to this Agreement was submitted to the President and Village Board of Trustees (hereafter collectively referred to as the "Corporate Authorities"), and on _____, 20____, after duly published notice, pursuant to statute, the Village Board conducted a public hearing on this Annexation Agreement.

I. Due and proper notice of the proposed Annexation has been given to the Trustees of the Win-Dur-Sew Fire Protection District, the Winnebago Public Library District, Winnebago Township and the Winnebago Township Road Commissioner of Highways, more than ten (10) days prior to any action being taken on the annexation of the Property.

J. The Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the Village Planning and Zoning Commission in connection with the proposed zoning of the Property and have further duly considered the terms and provisions of this Agreement and have, by a resolution duly adopted by a vote of two thirds (2/3) of the Corporate Authorities then holding

office, authorized the President to execute, and the Village Clerk to attest, this Annexation Agreement on behalf of the Village.

- K. The Village authorities have determined that the annexation of the Property described in Exhibit "A" pursuant to the terms and conditions of this Annexation Agreement would further the growth of the Village, enable the Village to cultivate the development of the area, increase the taxable value of the property within the Village, expand the corporate limits and production of the Village, and otherwise enhance and promote the health, safety, and general welfare of the residents of the Village.
- L. Performance by both the Owner(s) and the Village of their respective obligations under this Annexation Agreement is important not only to the health, safety, and welfare of the general public, but also to the enjoyment and use of publicly and privately held property located in the vicinity of the Property.

NOW, THEREFORE, IN CONSIDERATION OF the promises of each of the parties to the other and the covenants contained herein, it is hereby agreed as follows:

Section 1. – Recitals

- 1.1 The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and incorporate such recitals into this Annexation Agreement as if fully set forth in this Section 1.

Section 2. – Annexation

- 2.1 The Property shall be duly annexed to the Village by ordinance in conformity with and pursuant to 65 ILCS 5/7-1-1 and 7-1-8, subject to the terms and conditions of this Annexation Agreement, and the Village shall follow the terms of this Annexation Agreement in conformity with 65 ILCS 5/11-15.1-1 et seq.
- 2.2 Upon the execution of this Annexation Agreement by all Parties, the Corporate Authorities shall proceed, subject to the terms and conditions set forth in this Annexation Agreement, to annex the Property to the Village and do all things necessary or appropriate to cause the Property to be validly annexed to the Village. All ordinances, plats, affidavits, and other documents necessary to accomplish annexation shall be recorded by the Village at Owner's expense. Without Owner's written consent, no action can be taken by the Corporate Authorities to annex the Property to the Village unless: (a) this Annexation Agreement has been fully executed by all Parties; and (b) the Property is annexed to the Village, in its entirety, at one time.

Section 3. – Zoning

- 3.1 Simultaneous with the acceptance of this Annexation Agreement by ordinance, the Village shall pass the required ordinance providing for a zoning map amendment of the Property from its AG, Winnebago
(list current zoning designation)
County designation, to the Village of Winnebago zoning designation of Zoning District 6 subject to the provisions of
(list zoning designation property to have with Village)
Section 3.2 hereinbelow. Farmland with livestock
- 3.2 Any public hearing required by law to be held before the adoption of any such Zoning Map amendment as provided for in Paragraph 3.1 above shall be held prior to the execution of this Annexation Agreement by the Village and such Zoning Map amendment shall be enacted according to law.
- 3.3 Except as expressly provided for in this Annexation Agreement, the Village agrees not to enact, adopt, or promulgate during the term of this Annexation Agreement any rule, ordinance, or regulation which would prohibit or materially inhibit the zoning of the Property as contemplated by this Annexation Agreement.
- 3.4 The Village shall amend its Comprehensive Plan to designate the zoning of the property as Zoning District 6 Farmland with livestock once all necessary public hearings on the zoning have been held and the Village Board has rezoned the property

Section 4. – Subdivision

- 4.1 Except as specifically stated elsewhere in this Agreement, Owner(s) shall comply with all zoning and subdivision requirements of the Village, as amended, and as in effect at the time of any application for and issuance of a building permit. All homes to be constructed will be inspected by the Village Building Official and Village Building Inspectors. The property shall be protected by Village fire and police protection upon complete execution of this Annexation Agreement, and passage of the ordinance annexing such Property.

Section 5. – Well

- 5.1 The Owner(s) shall be allowed to continue to have such property served by individual well, which well shall be constructed and permitted by the County of Winnebago. However, the Owner, upon payment of the required fees or costs, shall be allowed at any time in the future to connect to a Village water main or have a Village water main extended to the Property with capacity to serve the property. Such connection shall be optional, except that if the well fails, then hookup must be to the Village at the current Village rates.

Check the following if applicable:

Check with health department

- The Property is currently served by an individual well, and Owner(s) desire(s) to connect the Property to the Village water system upon execution of this Agreement, and the Village is willing to allow such connection

Section 6. – Septic

- 6.1 The Owner(s) shall be allowed to continue to have such property serviced by an individual septic system. Such system shall be constructed per County of Winnebago ordinances and codes. If public sewer becomes available to the area in the future, there shall be no requirement of the Owner(s) to hook up to such sewer, unless there is a system failure and a new septic system cannot be installed

Check the following if applicable:

- The Property is currently serviced by an individual septic system, and _____ Owner(s) desire(s) to connect the Property to the ~~Rock River Water Reclamation District~~ sewer system upon the execution of this Agreement, and the ~~Rock River Water Reclamation District~~ is willing to allow such connection upon payment of the applicable hookup fee.

Four Rivers
Sanitation
Authority



Section 7. – Mutual Assistance

- 7.1 The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Annexation Agreement and to aid and assist each other in carrying out the terms and objectives of this Annexation Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances, and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Annexation Agreement, and as may be necessary to give effect to the terms and objectives of this Annexation Agreement and the intentions of the Parties as reflected by said terms.

Section 8. – Annexation, Recapture, Impact, and User Fees

- 8.1 The Village represents that no Annexation fees, annexation fees, impact fees, donation or contributions (in cash or in kind), shall be due and payable by Owner(s) to the Village as a result of the annexation of the Property to the Village. Additionally, no owner or user of the Property (including Owner) shall be liable for payment of any such fees, donations, or contributions (including dedication of land) to the Village in connection with the annexation of the Property. Additionally, no recapture fees are due and payable to any person or entity as a result of the annexation or as a result of connection to any utility improvements currently serving the Property. The above notwithstanding, nothing in this Annexation Agreement shall prohibit the Village from imposing impact fees or requiring donations or contributions (in cash or in kind) in association with the same upon the then owner of the Property in the future in the event that the Property is ever re-zoned for a use other than _____. Except as otherwise stated in this Agreement, the Property shall be subject to all present and future ordinances, laws, and regulations of the Village.

- 8.2 User fees charged by the Village, such as water, sewer, and garbage fees, and other user fees not otherwise addressed by this Annexation Agreement may be increased, provided such increases are generally applicable to the Village residents and are reasonably related to increased costs incurred by the Village in providing such services for which such fees are assessed.

Section 9. – Special Assessments and Taxation

- 9.1 Without the prior written consent of Owner, the Village shall not establish any special assessment, special tax, or special service area resulting in special service fee obligations in reference to the Property or any portion of the Property.
- 9.2 Notwithstanding the above, nothing in this section shall prevent the Village from levying or imposing additional taxes upon the Property in the manner provided by law which are applicable to and apply equally to all other properties within the Village.

Section 10. – Term

- 10.1 This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute and by Village ordinance. If any of the terms of this Annexation Agreement, or the annexation, or zoning of the Property, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of the term of this Annexation Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted or other obligations of the Village by the Village pursuant to this Annexation Agreement.

Section 11. – Remedies

- 11.1 Upon a breach of this Annexation Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, and/or may be awarded damages for failure of performance. No action taken by any party hereto pursuant to the provisions of this Section 11, or pursuant to the provisions of any other section of this Annexation Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Annexation Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or in equity.
- 11.2 In the event of a material breach of this Annexation Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy

provided for herein (provided, however, that said thirty (30) day period shall be extended for not less than thirty (30) days, with the exact time frame determined by the nondefaulting party, if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

- 11.3 If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice (or within any extended time period allowed as provided in Paragraph 12.2, above), then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses (including attorney's fees and litigation expenses) incurred by it in connection with action taken to cure such default.
- 11.4 The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but rather the same shall continue in full force and effect.
- 11.5 If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes, or similar acts) the time for such performance shall be extended by the amount of time of such delay.

Section 12. - Miscellaneous

- 12.1 Amendment. This Annexation Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, after any required public hearing(s) have been held, and by the execution of said amendment by the Parties or their successors in interest.
- 12.2 Severability. If any provision, covenant, agreement, or portion of this Annexation Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Annexation Agreement, and to that end, all provisions, covenants, agreements, and portions of this Annexation Agreement are declared to be severable. If for any reason the annexation of the Property is ruled invalid, in whole or in part, the Village, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Annexation Agreement and the objectives of the Parties, as disclosed by this Annexation Agreement.

- 12.3 Entire Agreement. This Annexation Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Annexation Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.
- 12.4 Survival. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the Village.
- 12.5 Successors and Assigns. This Annexation Agreement shall inure to the benefit of, and be binding upon, the successors, grantees, lessees, legal representatives, and assigns of the Owner(s), and upon successor corporate authorities of the Village and successor municipalities, and shall constitute a covenant running with the land. This Annexation Agreement may not be assigned without Village approval, and only upon assignment, acceptance by an assignee, and approval by the Village, the assignor shall have no further obligations hereunder. If a portion of the Property is sold, provided there is notice given to the Village and the Village consents, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement (excluding rights of recapture) which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed.
- 12.6 Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.
- 12.7 No Partnership. The Village does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venture participant of or with Owner.
- 12.8 Village Approval. Whenever any approval or consent of the Village, or of any of its departments, officials, or employees is called for under this Annexation Agreement, the same shall not be unreasonably withheld or delayed.
- 12.9 Captions and Paragraph Headings. This Annexation Agreement shall be construed without reference to titles of articles, and/or paragraph headings, which are inserted only for convenience.
- 12.10 Notices. Any notice required or permitted by the provisions of this Annexation Agreement shall be in writing and sent by Certified Mail, Return Receipt Requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate, with notice, if given by Certified Mail, Return Receipt Requested, as aforesaid, or if personally delivered, deemed given upon receipt, except if the notice is sent by Certified Mail, Return Receipt Requested and returned to

sender as refused, or undeliverable, such notice shall be deemed to have been given on the date of refusal:

If to the Village: Village of Winnebago
108 West Main Street
Winnebago, IL 61088

With a copy to: Attorney Mary J. Gaziano
One Court Place--Suite 200
Rockford, IL 61101

If to Owner: Shannon D. DeWitt, Trustee
(List name of Owner or Owners)
9114 Cunningham Rd
(List street address of Owner or Owners)
Winnebago, IL 61088
(List city, state, and zip code of Owner or Owners)

With a copy to. _____
(List name of Owner's or Owners' Attorney)

(List street address of Owner's or Owners' Attorney)

(List city, state, and zip code of Owner's or Owners' Attorney)

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Annexation Agreement.

VILLAGE OF WINNEBAGO:

ATTEST:

By: _____

Its: Village President

Its: Village Clerk

OWNER:

OWNER:

By: Shannon D. DeWitt

By: _____

Shannon D. DeWitt
(Print name of Owner/Co-Owner)

(Print name of Owner/Co-Owner)