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ANNEXATION AGREEMENT
BY AND BETWEEN
STONEGATE PROPERTIES, INC.
AND
THE VILLAGE OF SOUTH BARRINGTON
DATED AS OF MARCH 8, 2001

Prepared by and after recording return to:

DONALD J. STORINO
STORINO, RAMELLO & DURKIN
9501 West Devon Avenue
Suite 800
Rosemont, IL 60018
847.318.9500

35

ANNEXATION AGREEMENT

10273831

THIS AGREEMENT is executed as of the 8th day of March, 2001 (the "*Execution Date*"), and is by and between the VILLAGE OF SOUTH BARRINGTON, an Illinois municipal corporation, Cook County, Illinois (the "*Village*") and STONEGATE PROPERTIES, INC., an Illinois corporation ("*Owner*").

NOW, THEREFORE, in consideration of the recitals, promises, covenants, and agreements hereinafter set forth, the Village and Owner hereby enter into this Annexation Agreement.

SECTION 1. RECITALS.

A. Owner is the sole owner of record of the "*Existing Parcel*" and the "*New Parcel*," which together comprise approximately 12.25 acres of property commonly known as 33 Higgins Road, South Barrington, Illinois, both legally described on *Exhibit A* attached hereto. (The Existing Parcel and the New Parcel are referred to herein collectively as the "*Property*").

B. The Property is generally depicted on the site plan prepared by KLLM Architects, Inc., consisting of one sheet, dated June 11, 1999, a copy of which is attached hereto as *Exhibit B* (the "*Site Plan*") and the landscaping plan prepared by James Martin Associates, Inc., consisting of one sheet, with latest revision date of July 7, 1999, a copy of which is attached hereto as *Exhibit C* (the "*Landscaping Plan*").

C. The Existing Parcel is located within the corporate boundaries of the Village. The New Parcel is located within the corporate boundaries of the Village of Hoffman Estates ("*Hoffman Estates*")

D. In 1980 and 1981, the Village passed Ordinance No. 0-80-154, Ordinance No. 0-80-155, and Ordinance No. 0-81-159 re-zoning the Existing Parcel from the A-2 Single Family Residence District to the O/R Office/Research District and approving building and parking setback variations (the "*Original Ordinances*"). Pursuant to the Original Ordinances, Owner constructed and operates five office buildings on the Existing Parcel commonly known as South Barrington Office Centre (the "*Centre*").

E. Owner desires and proposes to expand the Centre by constructing and operating five additional office buildings and related improvements on the Property, in accordance with the Site Plan and the Landscaping Plan.

F. To facilitate such expansion, Owner desires and proposes to disconnect the New Parcel from Hoffman Estates so that it may be annexed to the Village and to have the Village approve this Agreement and the ordinances attached hereto. Owner has submitted or will submit an annexation petition requesting that the New Parcel be annexed to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, subject to this Agreement (the "*Annexation Petition*"). Owner also seeks (i) a zoning map amendment to classify the New Parcel into the O/R Office/Research District, (ii) certain variations to requirements of the Village's Zoning Regulations, and (iii) the establishment of the Existing Parcel as a special service area for purposes of financing certain sanitary sewer improvements.

G. Owner has submitted an application requesting the establishment of a special service area within the Existing Parcel for the purpose of financing certain sanitary sewer improvements that will serve the Property.

H. The President and Board of Trustees of the Village (the "*Corporate Authorities*"), after due and careful consideration, have concluded that the annexation of the New Parcel to the Village, on the terms and conditions hereinafter set forth, will further the orderly growth of the Village and be in the best interests of the Village.

I. Pursuant to the provisions of Sections 11-15.1-1 *et seq.*, of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, and pursuant to the other powers and authorities of the Village, including its home rule power and authorities, a proposed agreement, the same in form and substance as this Agreement, was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by statute.

J. Pursuant to notices provided in accordance with applicable statutes and ordinances, all necessary public hearings have been held by (1) the Corporate Authorities with regard to this Annexation Agreement; and (2) the Village's Zoning Board of Appeals/Plan Commission (the "*ZBAPC*") with regard to the zoning map amendment and the variations described and provided for in this Agreement.

K. This Agreement is made pursuant to and in accordance with the provisions of Sections 11-15.1-1, *et seq.*, of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, the Village's home rule powers, as provided in Article VII, Section 6 of the Illinois Constitution, and such other powers as may be accorded to the Village under the ordinances, laws, codes, regulations, and requirements of the Village (the "*Village Codes*") and the laws, statutes, and constitutions of the State of Illinois and the United States of America.

SECTION 2. DISCONNECTION AND ANNEXATION OF THE NEW PARCEL.

A. **Disconnection.** Within 30 days following the establishment of a special service area within the Existing Parcel as provided in Section 4.A of this Agreement, the Owners shall submit a petition to Hoffman Estates seeking disconnection of the New Parcel from Hoffman Estates.

B. **Adoption of Annexation Ordinance.** Immediately after passage and approval of this Agreement, the Village shall adopt an ordinance annexing the New Parcel to the Village, in substantially the form attached hereto as *Exhibit D* (the "*Annexation Ordinance*"). The Annexation Ordinance shall become effective immediately upon the effectiveness of an ordinance approved by Hoffman Estates disconnecting the New Parcel.

C. **Recording of Annexation Documents.** Owner and the Village shall cooperate to cause the recording of all documents, including, without limitation, this Agreement, the Annexation Ordinance, and a plat of annexation of the New Parcel necessary to accomplish the annexation of the New Parcel to the Village in the manner provided by law.

SECTION 3. ZONING AND VARIATIONS.

Immediately after passage and approval of the Annexation Ordinance, the Corporate Authorities shall adopt an ordinance, in substantially the form attached hereto as *Exhibit E*, zoning the New Parcel in the Village's O/R Office/Research District and granting certain variations (the "*Zoning Ordinance*"). The Zoning Ordinance shall become effective immediately upon the effectiveness of an ordinance approved by Hoffman Estates disconnecting the New Parcel.

SECTION 4. ESTABLISHMENT OF SPECIAL SERVICE AREA.

A. Existing Parcel. After passage and approval of the Zoning Ordinance, the Village shall adopt an ordinance, in substantially the form attached hereto as *Exhibit F*, proposing the establishment of a special service area within the Existing Parcel (the "SSA") in accordance with Section 27-30 of the Special Service Tax Law, 35 ILCS 200/27-30 (the "*Special Service Area Proposal Ordinance*"). If, after the holding of the required hearing regarding the SSA, the Village determines to establish the SSA, the Village shall take any and all necessary action to do so. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ANY BONDS OR OTHER DEBT ISSUED IN CONNECTION WITH THE SSA SHALL BE SPECIAL OBLIGATIONS PAYABLE SOLELY AND ONLY FROM SPECIAL SERVICE AREA TAXES OR SIMILAR SOURCES OF REPAYMENT GENERATED FROM THE PROPERTY. ANY SUCH BONDS SHALL NOT BE GENERAL OBLIGATIONS OF THE VILLAGE AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE VILLAGE SHALL BE PLEDGED TO THE PAYMENT OF THE BONDS. HOLDERS OF ANY BONDS ISSUED IN ACCORDANCE WITH THE PROCEDURES HEREAFTER IMPLEMENTED PURSUANT TO THIS ARTICLE 10 SHALL NOT HAVE THE RIGHT TO COMPEL REPAYMENT OF THE BONDS BY THE VILLAGE THROUGH THE EXERCISE OF THE GENERAL TAXING POWER OF THE VILLAGE FOR ANY PAYMENT IN CONNECTION WITH SUCH BONDS.

B. New Parcel. After the effective date of the Annexation Ordinance, Owner may submit an application proposing the enlargement of the SSA to include the New Parcel, in accordance with Section 27-50 of the Special Service Area Tax Law, 35 ILCS 200/27-50. Any such application shall be accompanied by a waiver of Owner's objection rights under Section 27-55 of the Special Service Tax Law, 35 ILCS 200/27-55. Within 45 days after the receipt of such an application, the Village shall hold the required hearing thereon. If, as a result of such hearing, the Village determines to enlarge the SSA to include the New Parcel, the Village shall adopt an ordinance approving such enlargement.

SECTION 5. DEVELOPMENT OF THE PROPERTY.

The Village hereby agrees that Owner shall have the right to develop and use the Property in accordance with the terms and provisions of this Agreement, including the Original Ordinances, the Zoning Ordinance, the Site Plan, the Landscaping Plan, and, for the West Sign (as that term is defined in the Zoning Ordinance), the sign plan attached hereto as *Exhibit G* (the "*Sign Plan*"). Other than approvals required by the Village's architectural review and building code regulations, Owners shall not be required to obtain any other Village approvals for the development and use of the Property.

SECTION 6. SANITARY SEWER SERVICES.

10273831

Owner shall be permitted to tap into and use the Village's sanitary sewer system to transport sanitary sewage generated on the Property. Owner shall pay a tap in fee as provided in Section 8.B of this Agreement. The Village hereby represents and warrants that it will take all actions necessary to provide adequate sanitary sewage collection and transmission service to serve the Property as it may be developed pursuant to this Agreement. Without limiting the preceding sentence, the Village, through the lowest responsible bidder, shall perform all work necessary to extend the Village's sanitary sewer main underneath Higgins Road to the north property line of the Property at a location acceptable to Owner (the "Main Extension"). Upon completion of the Main Extension and upon its acceptance by the Village, (i) Owner shall reimburse the Village for the cost of constructing the Main Extension up to, but not exceeding, \$75,000, which amount shall be increased by 5 percent per annum for the time period that lapses between the Execution Date and the date that the Village awards a contract for such work, which reimbursements shall be made to the Village through special service area taxes levied on the SSA; and (ii) the Village shall maintain the Main Extension as a part of its municipal sewer system.

SECTION 7. CONSTRUCTION.

A. **Building Permit.** The Village shall, within 21 days after receipt of an application for a building or similar permit, either (i) issue such building or other permit, or (ii) issue a letter of denial detailing the specific deficiencies in the application, quoting the section of any code or ordinance relied upon by the Village.

B. **Occupancy Certificates.** The Village shall, within 10 days after receipt of an application for a certificate of occupancy, either (i) issue the certificate of occupancy, or (ii) issue a letter of denial detailing the specific deficiencies in the application, quoting the section of any code or ordinance relied upon by the Village.

C. **Stop Orders.** The Village shall issue no stop order directing work stoppage on the Property without (i) detailing the section of any code or portion of this Agreement allegedly violated by Owner, and (ii) allowing Owner 5 days in which to cure such violation; provided, however, that if a violation immediately threatens public safety, the Village may order Owner to cease all work immediately until Owner corrects such violation.

D. **Architectural Review.** The Village shall complete its architectural review process with respect to any new building to be built on the Property within 45 days after receipt from Owner of the plans therefor. The parties acknowledge that the architectural style of such new buildings will be substantially similar to the existing buildings on the Existing Parcel. Owner may seek architectural review of one or more buildings simultaneously.

SECTION 8. VILLAGE FEES.

A. **Annexation Fee.** The Village hereby acknowledges that there shall be no annexation fee to be paid by Owner in connection with this Agreement.

B. **Tap-In Fee.** Owner shall pay to the Village its then applicable sewer tap-in fee for each building when it is connected to the Village's sanitary sewer system. At its

option, Owner may pre-pay tap-in fees for existing or new buildings by paying the fee applicable at the time of such payment.

C. **Generally Applicable Fees.** Owner shall not be required to pay to the Village any fee in connection with the annexation or development of the Property, except that Owner shall pay all generally applicable fees established by the Village, including without limitation tap-in fees and building permit fees related to the development of the Property, and sewer inspection fees, engineering inspection fees, and attorney's fees incurred by the Village for the review and negotiation of this Agreement. The Village hereby acknowledges that there are no impact or recapture fees related to the development of the Property in accordance with this Agreement.

SECTION 9. DISCONNECTION CONTINGENCY.

The Village and Owner hereby acknowledge and agree that the parties' obligations under this Agreement are subject to Owner's successful disconnection of the New Parcel from Hoffman Estates as described in Section 2.A of this Agreement; provided, however, that the Village's obligation to adopt the Special Service Area Proposal Ordinance and the Owner's obligation to seek disconnection from Hoffman Estates if the SSA is established, shall be effective upon the Execution Date. The parties further acknowledge and agree that, although Owner's obligation to seek disconnection is contingent upon the creation of the SSA within the Existing Parcel, Owner may waive this contingency in a writing that expressly waives the contingency and refers to this Section 9. If such disconnection has not occurred within one year after the Execution Date, then this Agreement shall automatically, and without any further action, be null and void and of no force or effect.

SECTION 10. GENERAL PROVISIONS.

A. **Term of Agreement.** This Agreement shall be effective from its effective date for 20 years or for the longest term allowed under Section 11-15.1-5 of the Illinois Municipal Code, 65 ILCS 11-15.1-5, or its successor statute (the "Term").

B. **Zoning Ordinance Survival.** The Village shall not amend, modify, or change the Zoning Ordinance, or take any other action that would have the effect of amending, modifying or changing the Zoning Ordinance, without the written consent of Owner. The Village's obligation under this Section 11.B and the zoning and variations granted in the Zoning Ordinance shall survive the Term of this Agreement in perpetuity.

C. **Notice.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, (ii) delivered by a reputable overnight courier, (iii) delivered by certified mail, return receipt requested, or (iv) sent by facsimile transmission if followed by delivery of notice in the manner described in either (i), (ii) or (iii) above not later than the third business day following such facsimile transmission. A notice shall be deemed received upon the earlier of (i) actual receipt; or (ii) the third business day following deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Stonegate Properties, Inc.
400 Northwest Corporate Center
2500 West Higgins Road
Hoffman Estates, IL 60195
Facsimile (847) 843-8152

with a copy to:

Matthew E. Norton, Esq.
Holland & Knight LLP
55 West Monroe Street
Chicago, IL 60603
Facsimile (312) 578-6666

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of South Barrington
30 South Barrington Road
South Barrington, IL 60010
Facsimile (847) 381-0024

By notice complying with the requirements of this Section, each party shall have the right to change the address, the addressee, the facsimile number, or any of them for all future notices and communications to such party, but no notice of a change of address, addressee, facsimile number, or any of them shall be effective until actually received.

D. Covenants and Agreements Binding. This Agreement and the agreements, covenants, and promises set forth herein shall run with the land and inure to the benefit of the grantees, heirs, successors, and assigns of Owner, the Village, the Corporate Authorities and their successors in office. Nothing in this Agreement shall in any way be deemed to prevent the alienation, encumbrance, or sale of the Property or any portion thereof and any new owner or owners of the Property or any portion thereof shall be both benefited and bound by the conditions and restrictions herein expressed. Upon the conveyance by Owner of all or any portion of the Property, Owner shall, automatically and without further action by any party, be released of all liability under this Agreement with respect to that portion of the Property that is so conveyed.

E. Breach and Enforcement. Upon a breach of this Agreement, either of the parties to this Agreement, in any court of competent jurisdiction, by an appropriate suit, action, mandamus, or other proceeding at law or in equity, may secure specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, may obtain rescission and disconnection for repudiation or material failure of performance, and may have such other relief as is, by law or in equity, available to them. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and demand performance. No breach of this Agreement may be found to have occurred if performance has been commenced within 21 days after the receipt of such notice.

F. **Village Codes.** The Village will not perform any act, including the amendment of the Village's codes and laws, that has the effect of preventing the Owner from using and developing the Property in accordance with this Agreement, the Site Plan, the Landscaping Plan, the Annexation Ordinance, the Zoning Map Amendment and Variation Ordinance, the Special Service Area Ordinance, or the Sign Plan. In the event of a conflict or inconsistency between any of the Village's codes and laws and a provision of this Agreement, this Agreement shall control.

G. **Consents.** Whenever the consent or approval of any party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, all parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

H. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

I. **Severability.** It is hereby expressed to be the intent of the parties hereto that, if any provision, covenant, agreement, or portion of this Agreement, or its application to any person, entity, or property, shall be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

J. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties to this Agreement and all prior agreements between the parties, whether written or oral, are merged in this Agreement and shall be of no force and effect; provided, however, that any variation, zoning, or other benefit granted to or conferred upon Owner by or pursuant to the Original Ordinances shall survive the execution of this Agreement and shall continue in effect in perpetuity.

K. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

L. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

M. **Exhibits.** The following Exhibits are attached hereto are, by this reference, incorporated in and made a part of this Agreement:

- Exhibit A Legal Description of the Property (New Property and Existing Property)
- Exhibit B Site Plan
- Exhibit C Landscaping Plan
- Exhibit D Annexation Ordinance
- Exhibit E Zoning Ordinance
- Exhibit F Special Service Area Proposal Ordinance
- Exhibit G Sign Plan

N. **Amendments and Modifications.** No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed by the Village and Owners, pursuant to all applicable statutory procedures.

O. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the Village or Owner.

P. **Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

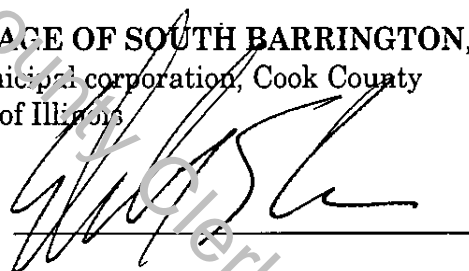
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:



VILLAGE OF SOUTH BARRINGTON,
a municipal corporation, Cook County
State of Illinois

By:



Name: MICHAEL NEBEN

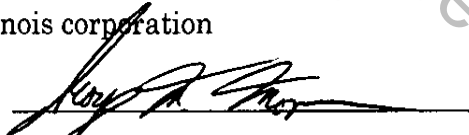
Title: VILLAGE PRESIDENT

ATTEST:



STONEGATE PROPERTIES, INC.,
an Illinois corporation

By:



Name: George M. Maser

Title: V. Chairman

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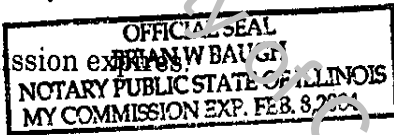
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

10273831

This instrument was acknowledged before me on April 2, 2001, by Michael Neben, the President the VILLAGE OF SOUTH BARRINGTON, an Illinois municipal corporation, and by Noreen Ariola, the Village Clerk of said municipal corporation.

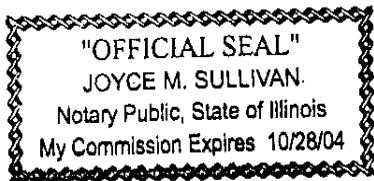
Brian W Baugh
Notary Public

My Commission expires



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on April 2, 2001 by VICE-CHAIRMAN GEORGE H MOSER President of STONEGATE PROPERTIES, INC., an Illinois corporation, and DOUGLAS C ALTEMBERGER Secretary of said company.



Joyce M Sullivan
Notary Public

My Commission expires: 10/28/04

INDEX OF EXHIBITS

10273831

- Exhibit A Legal Description of the Property (New Property and Existing Property)
- Exhibit B Site Plan
- Exhibit C Landscaping Plan
- Exhibit D Annexation Ordinance
- Exhibit E Zoning Ordinance
- Exhibit F Special Service Area Proposal Ordinance
- Exhibit G Sign Plan

Property of Cook County Clerk's Office

EXHIBIT A

10272831

(LEGAL DESCRIPTION OF THE PROPERTY)

Existing Parcel:

That part of the West half of the South East Quarter of Section 34, Township 42 North, Range 9, East of the Third Principal meridian located in the Township of Barrington, Cook County, Illinois, lying South of the southerly right of way line of Higgins Road (Illinois Route 72).

P.R.E.I.No.: 01-34-400-005

New Parcel:

That part of fractional Section 2, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois, which lies (i) North of the North Line of the premises conveyed to the Illinois State Toll Highway Commission by deed recorded February 3, 1958, as Document No. 17, 124, 408 and filed January 22, 1958 as Document No. LR-1, 778, 493 and (ii) East of the East line extending South of the Southwest Quarter of Section 34, Township 42 North, Range 9, East of the Principal Meridian, and excepting therefrom, that part taken or used for Mundhank Road.

P.R.E.I.No.: 06-02-200-014

Property of Cook County Clerk's Office

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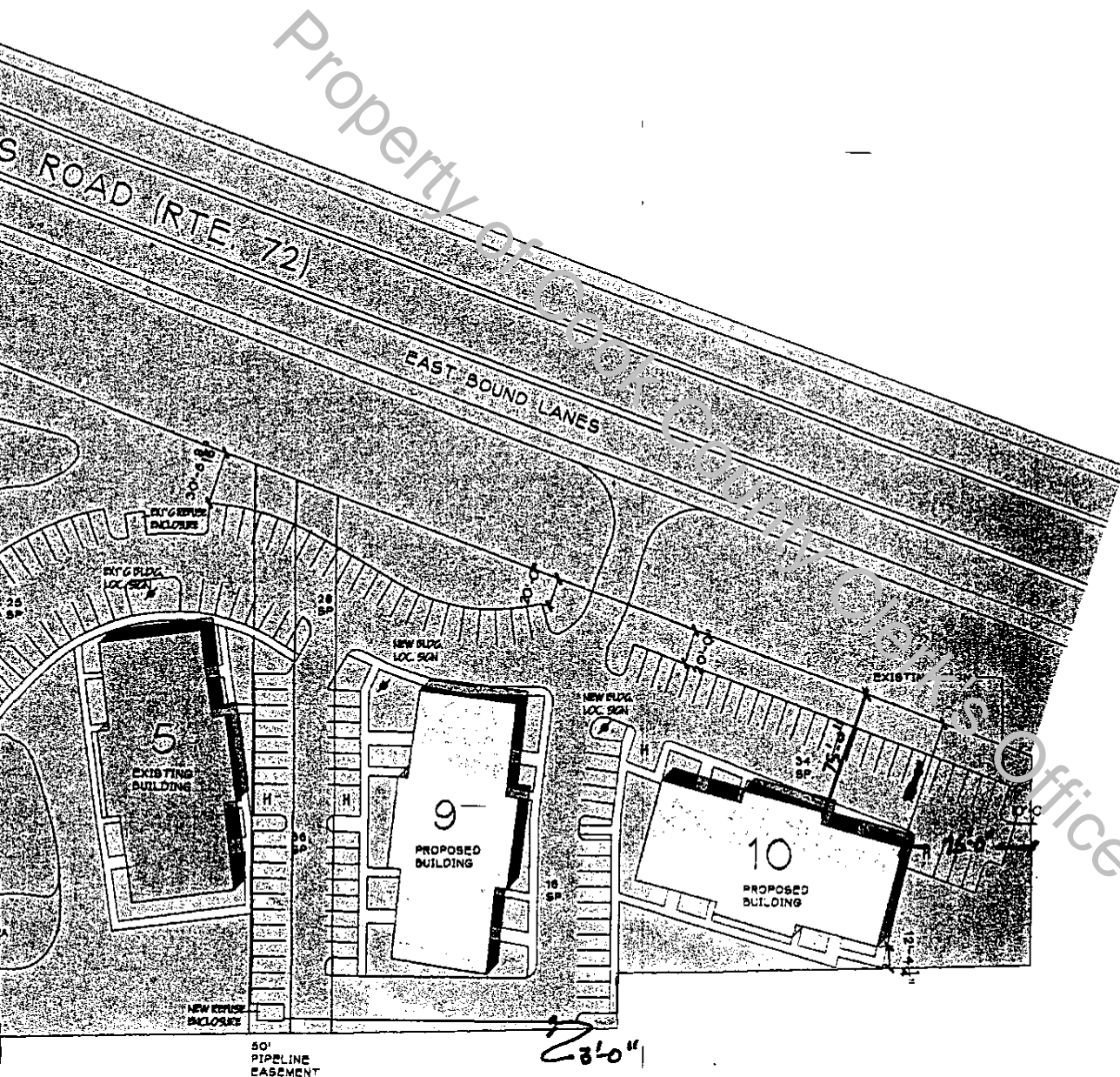
EXHIBIT B

10273831

SITE PLAN

Property of Cook County Clerk's Office

UNOFFICIAL COPY



SITE PLAN

SCALE 1" = 50'
KLLM #C99073



STONEGATE DEVELOPMENT CORP.
400 NORTHWEST CORP. CENTER
2800 WEST HIGGINS ROAD
HOFFMAN ESTATES, IL 60195
TEL: (847) 882-3300
FAX: (847) 843-8126

JUNE 11, 1999
C99073

KLLM ARCHITECTS, INC.
770 N. HALSTED ST.
SUITE 303
CHICAGO, IL 60622
TEL: (312) 829-8700
FAX: (312) 829-6748



10273831

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EXHIBIT C

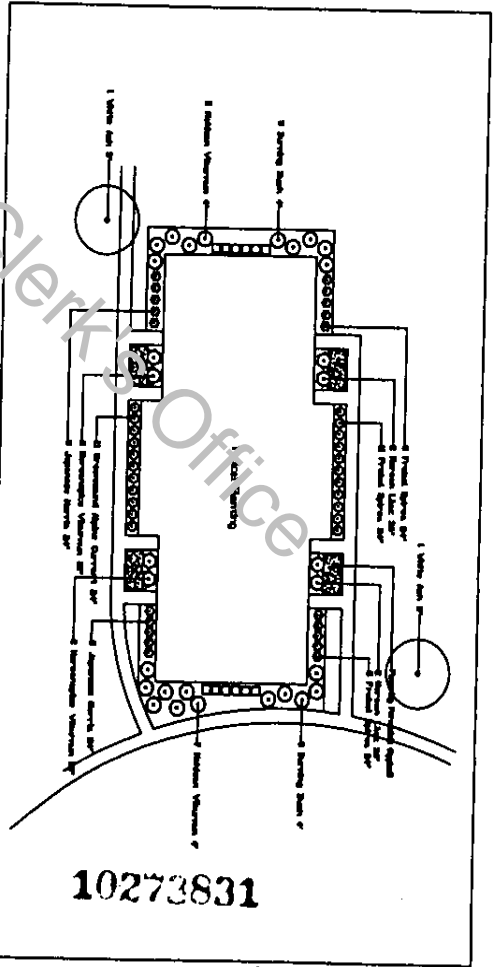
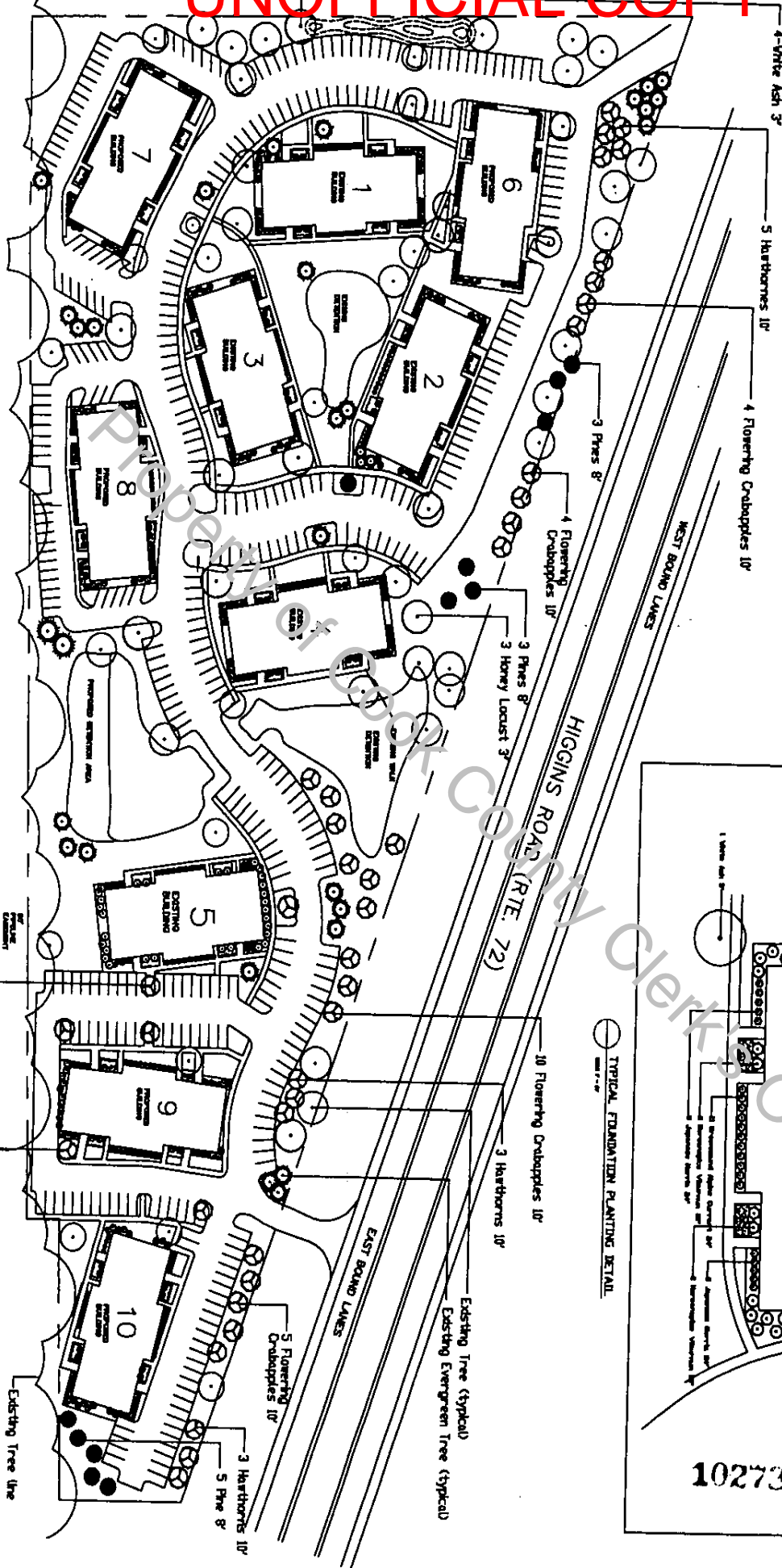
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LANDSCAPING PLAN

Property of Cook County Clerk's Office

Quantity	Common Name	Scientific Name	Size
3	Honeylocust	Gleditsia triacanthos	3" caliper
29	White Ash	Fraxinus americana	3" caliper
12	Austrian Pine	Pinus nigra	8" b.b.
17	Washington Hawthorn	Crataegus phaenopyrum	10" b.b.
23	Prostrata Crabapple	Malus x Prostrata	10" b.b.
101	Mohikan Viburnum	Viburnum lantana	4" b.b.
94	Burning Bush	Euonymus alatus	4" b.b.
185	Froebel Spirea	Spiraea x bumalda 'Froebel'	24" b.b.
34	Korean Lilac	Syringa pectinifolia	36" b.b.
88	Japanese Kerria	Kerria japonica	24" b.b.
40	Koreanspice Viburnum	Viburnum carlesii	30" b.b.
105	Greenmount Alpine Currant	Ribes alpinum 'Greenmount'	24" b.b.

NOTE: All existing tree locations are approximate



10273831

SOUTH BARRINGTON CENTRE
Higgins Road, South Barrington Illinois



9797
Scale: 1" = 40'
Date: 11/20/97
North

EXHIBIT D

10273831

ANNEXATION ORDINANCE

VILLAGE OF SOUTH BARRINGTON

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN PROPERTY
TO THE VILLAGE OF SOUTH BARRINGTON

WHEREAS, Stonegate Properties, Inc. (the "Owner") is the sole legal and record title owner of a certain tract of land (the "Subject Property") located in unincorporated Cook County, Illinois, and legally described on Exhibit A attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Subject Property is contiguous to the corporate limits of the Village of South Barrington (the "Village") and is not within the corporate limits of any municipality; and

WHEREAS, the Owner has heretofore filed with the Village Clerk a petition duly executed by Owner seeking annexation of the Subject Property; and

WHEREAS, there are no electors residing on the Subject Property; and

WHEREAS, the Owner and the Village have approved and executed an annexation agreement relating to the Subject Property, which agreement is by this reference incorporated herein and made a part hereof (the "Annexation Agreement"); and

WHEREAS, the Owner desires and proposes to have the Subject Property annexed to the Village (the "Annexation") pursuant to and in accordance with the provisions of the Annexation Agreement; and

WHEREAS, all petitions and other documents necessary to accomplish the Annexation have been executed and all hearings necessary to approve the Annexation Agreement have been held; and

WHEREAS, notice of the Annexation and Annexation Agreement has been delivered to all entities and officials and published in accordance with, and as required by or pursuant to, the provisions of the Illinois Municipal Code; and

WHEREAS, the Village is authorized to annex the Subject Property pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8; and

WHEREAS, the President and Board of Trustees of the Village have found and determined that it is in the best interests of the Village that the Subject Property be annexed.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of South Barrington, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance as findings of the President and Board of Trustees of the Village.

Section 2. Approval of Annexation. The Subject Property shall be, and it is hereby, annexed to the Village, subject to the provisions of the Annexation Agreement.

Section 3. Recordation and Reporting. The Village Clerk shall be, and is hereby, authorized and directed to (i) record in the Office of the Cook County Recorder of Deeds within 90 days after the effective date of this Ordinance, a certified copy of this Ordinance, with a plat of annexation of the Subject Property attached thereto; and (ii) notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the Subject Property of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance.

Section 4. Effective Date. This Ordinance shall be in full force and effect (i) on and after its passage, approval, and publication in pamphlet form in the manner provided by law; and (ii) only upon receipt by the Village Clerk of a certified copy of an ordinance approved by the Village of Hoffman Estates disconnecting the Subject Property.

ADOPTED THIS ____ DAY OF _____, 2001.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ DAY OF _____, 2001.

Village President

ATTEST:

Village Clerk

EXHIBIT A

10273831

To Annexation Ordinance (EXHIBIT D)

THAT PART OF FRACTIONAL SECTION 2, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH LIES (i) NORTH OF THE NORTH LINE OF THE PREMISES CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED FEBRUARY 3, 1958, AS DOCUMENT NO. 17, 124, 408 AND FILED JANUARY 22, 1958 AS DOCUMENT NO. LR-1, 778, 493 AND (ii) EAST OF THE EAST LINE EXTENDED SOUTH OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND EXCEPTING THEREFROM, THAT PART TAKEN OR USED FOR MUNDHANK ROAD.

Property of Cook County Clerk's Office

EXHIBIT E

10273831

ZONING ORDINANCE

VILLAGE OF SOUTH BARRINGTON

ORDINANCE NO. _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT
AND GRANTING ZONING VARIATIONS

WHEREAS, Stonegate Properties, Inc. (the "Applicant") is the sole legal and record title owner of a certain tract of land located within the Village of South Barrington (the "Village") legally described on Exhibit A attached hereto and by this reference incorporated herein and made a part hereof as the "New Parcel"; and

WHEREAS, the Applicant is also the sole legal and record title owner of a certain tract of land legally described in Exhibit A as the "Existing Parcel", (the Existing Parcel and the New Parcel are referred to herein collectively as the "Subject Property"); and

WHEREAS, in 1980 and 1981, pursuant to Ordinance Nos. 0-80-154 and 0-81-159, the Village of South Barrington (the "Village") approved certain building setback and parking setback variations from the Village's applicable zoning regulations for the Existing Parcel (the "Original Variations") and, pursuant to such approvals, the Applicant constructed and currently operates office buildings and related improvements commonly known as the South Barrington Office Centre (the "Centre") on the Existing Parcel; and

WHEREAS, the Applicant seeks to expand the Centre by constructing five new buildings (the "New Buildings") on the Subject Property, including the New Parcel and, therefore, seeks (i) a zoning map amendment to classify the New Parcel into the O/R Office/Research District and (ii) certain variations to requirements of the Village's Zoning Regulations (the "Zoning Regulations"); and

WHEREAS, the Village and the Applicant have agreed to the terms of an annexation agreement governing the annexation of the New Parcel and development of the Subject Property (the "Annexation Agreement"); and

WHEREAS, the New Parcel has been annexed to the Village pursuant to and in accordance with the Annexation Agreement and the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8; and

WHEREAS, the Village's Zoning Board of Appeals/Plan Commission (the "ZBA/PC") conducted a public hearing on June 21, 1999, which hearing was continued to and concluded on June 28, 1999, pursuant to notice thereof duly published to consider the Applicant's request for a zoning map amendment and certain variations, and, after the conclusion of the public hearing, the ZBA/PC recommended that the Board of Trustees approve such map amendment and grant such variations with certain conditions; and

WHEREAS, the President and Board of Trustees of the Village have considered the findings and recommendation of the ZBA/PC and all of the facts and circumstances affecting the Applicant's request, and the President and Board of Trustees have determined that the requested map amendment is in the best interests of the Village and that the Applicant has met the standard for a variation set forth in Section 11-3.A of the Zoning Regulations; and

WHEREAS, the President and Board of Trustees accordingly believe that it is appropriate to grant Applicant's request, subject to the conditions stated in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of South Barrington, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2. Grant of Zoning Map Amendment. Pursuant to the authority granted to it by the laws of the State of Illinois and by Section 11-4 of the Zoning Regulations, the Village's Zoning Map is hereby amended to classify the New Parcel into the O/R Office/Research District.

Section 3. Grant of Variations. The Village, pursuant to the authority granted to it by the laws of the State of Illinois and by Section 11-3.A of the Zoning Regulations, shall, and does hereby grant the following variations from the standards of the Zoning Regulations:

- (1) a variation from Section 5D-3 of the Zoning Regulations to reduce the required building setback requirements for the Subject Property to:
 - (a) 45 feet for the west side yard;
 - (b) 12 feet 4 inches for the south rear yard;
 - (c) 75 feet for the east side yard; and
 - (d) 75 feet for the north front yard;
- (2) a variation from Section 5D-5 of the Zoning Regulations to increase the area of the Subject Property that is permitted to be occupied by buildings or structures from 15% to 20%;
- (3) variations from Sections 5D-8.B.2, 8-3.G.1, and 8-3.D of the Zoning Regulations to:
 - (a) permit open off street parking within the required front yard of the Subject Property, (which is the north yard along Higgins Road);
 - (b) reduce the parking setback from the west lot line of the Subject Property to 5 feet;

- (c) reduce the parking setback from the east lot line of the Subject Property to 10 feet;
 - (d) reduce the parking setback from the south lot line of the Subject Property to 3 feet; and
 - (e) reduce the required length of parking spaces located within the Subject Property from 20 feet to as little as 18 feet, but only to the extent necessary to provide a 3 foot parking setback from the south lot line of the Subject Property;
- (4) a variation from Section 5D-9.A.2 of the Zoning Regulations to increase the number of permitted identification signs located along Higgins Road from one to two;
- (5) variations from Section 5D-9.A.1 of the Zoning Regulations to decrease the required set back for identification signs from 50 feet from the right of way to 0 feet from the right of way for the two signs located along Higgins Road and for the one sign located along the Northwest Tollway;
- (6) variations from Section 5D-9.A.3.b of the Zoning Regulations to increase:
- (a) for the one existing double-faced identification sign located along the Tollway,
 - (i) the permitted height, including base, from 15 feet to 17 feet;
 - (ii) the permitted width of the face area from 15 feet to 30 feet; and
 - (iii) the permitted face area from 150 square feet to 600 square feet;
 - (b) for the existing double-faced identification sign located along Higgins Road east of the east entrance to the Centre (the "Existing Sign"),
 - (i) the permitted height, including base, from 15 feet to 23 feet; and
 - (ii) the permitted face area from 150 square feet on each side to 160 square feet on each side; and
 - (c) for a double-faced identification sign located along Higgins Road west of the east entrance to the Centre (the "West Sign"),

- (i) the permitted height, including base, from 15 feet to 17 feet;
- (ii) the permitted face area from 150 square feet on each side to 210 square feet on each side; and
- (iii) the permitted width of the face from 15 feet to 20 feet, 10 inches.

After the fifth New Building has been fully constructed for a period of three years, the Existing Sign shall be incorporated as an entry feature for the east entrance to the Centre.

Section 4. Approval Subject to Plans. The Zoning Map amendment approved in Section 2 of this Ordinance and the zoning variations granted in Section 3 of this Ordinance are subject to, and shall be deemed to permit development of the Subject Property only in accordance with, (i) the site plan prepared by KLLM Architects Inc., consisting of one sheet, dated June 11, 1999, a copy of which is attached hereto and by this reference incorporated herein as Exhibit B; (ii) the landscaping plan prepared by James Martin Associates, Inc., consisting of one sheet, with a latest revision date of July 7, 1999, a copy of which is attached hereto and by this reference incorporated herein as Exhibit C; and (iii) for the West Sign, the sign plan prepared by Landmark Sign Group, dated January 27, 2000, a copy of which is attached hereto and by this reference incorporated herein as Exhibit D.

Section 5. Effective Date. This Ordinance shall be in full force and effect (i) from and after its passage, approval, and publication in pamphlet form in the manner provided by law; and (ii) immediately after an ordinance annexing the New Parcel becomes effective.

ADOPTED THIS ____ DAY OF _____, 2001.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ DAY OF _____, 2001.

Village President

ATTEST:

Village Clerk

EXHIBIT A

10272831

To Zoning Ordinance (EXHIBIT E)

LEGAL DESCRIPTION OF SUBJECT PROPERTY

10272831

Existing Parcel:

That part of the West half of the South East Quarter of Section 34, Township 42 North, Range 9, East of the Third Principal meridian located in the Township of Barrington, Cook County, Illinois, lying South of the southerly right of way line of Higgins Road (Illinois Route 72).

P.R.E.I.No.: 01-34-400-005

New Parcel:

That part of fractional Section 2, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois, which lies (i) North of the North Line of the premises conveyed to the Illinois State Toll Highway Commission by deed recorded February 3, 1958, as Document No. 17 124, 408 and filed January 22, 1958 as Document No. LR-1, 778, 493 and (ii) East of the East line extending South of the Southwest Quarter of Section 34, Township 42 North, Range 9, East of the Principal Meridian, and excepting therefrom, that part taken or used for Mundank Road.

P.R.E.I.No.: 06-02-200-014

UNOFFICIAL COPY EXECUTION COPY

EXHIBIT B

10273831

To Zoning Ordinance (EXHIBIT E)

SITE PLAN

[Same as Exhibit B to Annexation Agreement]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXECUTION COPY

10273831

EXHIBIT C

10273831

To Zoning Ordinance (EXHIBIT E)

LANDSCAPING PLAN

10273831

[Same as Exhibit C to Annexation Agreement]

Property of Cook County Clerk's Office

UNOFFICIAL COPY EXECUTION COPY

EXHIBIT D

To Zoning Ordinance (EXHIBIT E)

SIGN PLAN

[Same as Exhibit G to Annexation Agreement]

10273831

10273831

Property of Cook County Clerk's Office

SPECIAL SERVICE AREA PROPOSAL ORDINANCE

VILLAGE OF SOUTH BARRINGTON

ORDINANCE NO. _____

AN ORDINANCE PROPOSING THE
ESTABLISHMENT OF VILLAGE OF
SOUTH BARRINGTON SPECIAL SERVICE AREA

WHEREAS, the Village of South Barrington (the "Village") is an Illinois municipal corporation that is authorized to establish special service areas for the purpose of providing special services to designated areas within its boundaries pursuant to Article VII, Section 6 of the Illinois Constitution and 35 ILCS 200/27-5 *et seq.* (the "SSA Law"); and

WHEREAS, Stonegate Properties, Inc. (the "Petitioner") is the owner of the real property commonly known as 53 Higgins Road in the Village and legally described on the notice attached hereto as Exhibit A (the "Subject Property") and has petitioned the Village to establish a special service area for the purpose of financing up to 100% of the cost of extending the Village's sanitary sewer main underneath Higgins Road to the north boundary of the Subject Property, so that such sanitary sewer main will be able to serve the Subject Property, and to finance other sanitary sewer improvements including, but not limited to, all on-site sanitary sewer improvements and work within the Subject Property (collectively, the "Special Services").

WHEREAS, the Petitioner has requested that all of the Subject Property be included in such special service area; and

WHEREAS, the Petitioner proposes that the special service area be established to provide funding of approximately \$500,000.00 to cover the total cost of constructing and completing the Special Services, which funding would be paid through the issuance of bonds bearing an interest rate of not more than 9.5% to be retired not earlier than 20 years after issuance; and

WHEREAS, the Special Services provided under the SSA would promote the general health and welfare of the Village by allowing the Subject Property to connect to and use the Village's Sanitary Sewer System and by allowing existing Septic Systems on the Subject Property to be permanently discontinued.

WHEREAS, the Village Board of Trustees has determined that it should consider establishing a separate special service area for the Subject Property (the "SSA Territory"); and

WHEREAS, the Village Board of Trustees has further determined that it is necessary to conduct a public hearing pursuant to the SSA Law to consider the establishment of a special service area (the "SSA ") for the purpose of providing the Special Services to the Subject Property.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of South Barrington, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

Section 2. Proposed Establishment of SSA. The Village hereby proposes the establishment of the SSA to include the Subject Property.

Section 3. Public Hearing. Pursuant to the SSA Law, a public hearing shall be held at 7:30 p.m. on May 10, 2001 at the Village Hall, 30 South Barrington Road, South Barrington, Illinois to consider establishing the SSA within the Subject Property.

Section 4. Notice of Hearing. Pursuant to the SSA Law, the Board of Trustees of the Village authorize, the publication of a notice of the public hearing in the Daily Herald, a newspaper of general circulation within the Village (the "Notice") to be published at least 15 days prior to the date scheduled for the commencement of the public hearing. In addition, the Village Board authorizes and directs that notice by public mailing in the United States mail be given not less than 10 days prior to the time set for public hearing, addressed to the person or persons in whose name the general taxes for the SSA Territory were paid during the last preceding year. In the event taxes for the last preceding year were not paid, said notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The foregoing notices shall be in substantially the form attached hereto as Exhibit A.

Section 5. Objections. If a petition signed by at least 51% of the electors residing within the SSA Territory and at least 51% of the owners of record of properties in the SSA Territory is filed with the Village Clerk within sixty (60) days following the final adjournment of the May 17, 2001 public hearing, objecting to the establishment of the SSA described in this Ordinance, then the SSA shall not be established.

Section 6. No Objections. If no objections are received pursuant to Section 5 of this Ordinance, the Village shall establish the SSA pursuant to the terms set forth in this Ordinance.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

10273831

ADOPTED THIS ___ DAY OF _____, 2001.

10273831

AYES:

NAYS:

ABSENT:

APPROVED THIS ___ DAY OF _____, 2001.

Village President

ATTEST:

Village Clerk

Property of Cook County Clerk's Office

TO SPECIAL SERVICE AREA PROPOSAL ORDINANCE

NOTICES

NOTICE OF PUBLIC HEARING ON THE
ESTABLISHMENT OF VILLAGE OF
SOUTH BARRINGTON SPECIAL SERVICE AREA

PUBLIC NOTICE IS HEREBY GIVEN that on May 10, 2001, at 7:30 p.m., a public hearing will be held before the President and Board of Trustees of the Village of South Barrington, Cook County, Illinois, at the Village Hall, Community Room, 30 South Barrington Road, South Barrington, Illinois, 60010, for the purpose of considering the establishment of Village of South Barrington Special Service Area ("SSA"), which SSA would include the following described territory:

THAT PART OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN LOCATED IN THE TOWNSHIP OF BARRINGTON, COOK COUNTY, ILLINOIS, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD (ILLINOIS ROUTE 72).

Permanent Index Number: 01-34-400-005, commonly known as part of the property located at 33 Higgins Road, in South Barrington, Illinois.

The purpose of this public hearing is to consider establishing the SSA to provide special services in the nature of financing sanitary sewer, water, and other utility improvements, including, but not limited to, installation of on-site sanitary sewer and water improvements and work within the Subject Property and extension of the Village's sanitary sewer main underneath Higgins Road to the north boundary of the Subject Property.

To assist in the financing of the special services of the SSA, the Village proposes to levy a special tax against all properties within the SSA for the payment of principal and interest on bonds or other debt to be issued by the Village to finance the special services, but in no event shall bonds or debt be issued in excess of the principal amount of \$500,000.00 or at an interest rate to exceed the greater of 9.5% per annum or 125% of the rate for the most recent date shown in the 20 G.O. Bonds Index of average municipal bond yields as published in the most recent edition of the Bond Buyer, published in New York, at the time the contract is made for the sale of the bonds or debt, and the bonds or debt shall mature not later than 20 years from that date. The maximum rate of taxes to be extended in any one year for the payment of such principal and interest shall not exceed 10% of the equalized assessed value of property within the SSA.

UNOFFICIAL COPY

All interested persons, including all persons owning taxable real property within the SSA, will be given an opportunity to be heard at the hearing regarding the establishment of the SSA and the tax levy and the issuance of the bonds, as well as an opportunity to file objections in writing with the Village Clerk at the South Barrington Village Hall to the issuance of the bonds and the establishment of the tax levy upon the proposed SSA. The public hearing may be adjourned to another date by the Board of Trustees of the Village without further notice other than a notice entered upon the minutes of said meeting fixing the time and place of its adjournment and reconvening.

If a petition signed by at least 51% of the electors residing within the SSA territory and at least 51% of the owners of record of properties within the SSA territory is filed with the Village Clerk within 60 days after the final adjournment of the public hearing, objecting to the establishment of the SSA, or the levy and imposition of the SSA taxes as described herein, then the SSA shall not be established and said SSA taxes shall not be levied or imposed.

Respectfully submitted,

/s/ Noreen Ariola
Village Clerk

Village of South Barrington

Property of Cook County Clerk's Office

10273831

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

VILLAGE OF SOUTH BARRINGTON
SPECIAL SERVICE AREA

Affidavit of Service of Mailed Notice

_____, being first duly sworn, on oath states that on _____, 2001,
he/she did deliver a copy of the notice attached hereto to the following corporation at the
address so noted:

Stonogate Properties, Inc.
400 Northwest Corp. Centre
2500 West Higgins Road
Hoffman Estates, Illinois 60195

by depositing the same in the U.S. Mail at _____, Illinois _____, with
proper postage prepaid.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS ____ DAY
OF _____, 2001.

Notary Public

UNOFFICIAL COPY

NOTE: By signing the acceptance field on this print, I understand that I am accepting all aspects of this drawing. This includes artwork, dimensions, spelling, and any other representations herein. I also understand that color reproductions on this print are approximate, and may not match manufacturer's specifications.



SKETCH #:

RB-2441-1

DATE:

01/27/00

CLIENT NAME:

STONEGATE PROPERTIES

SITE LOCATION:

33 W. HIGGINS RD.
SOUTH BARRINGTON, IL.

DRAWN BY:

SCALE:

AH

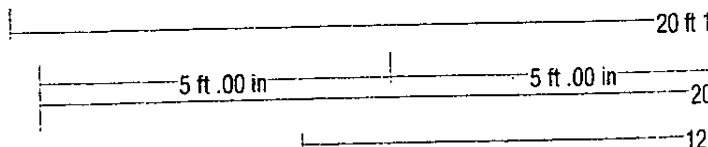
REVISIONS:

Empty box for revisions.

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Landmark Sign group

7424 Industrial ave. Chesterton, IN 46304
219-762-9577 773-445-8600 fax 219-762-4259
www.landmarksign.com



33 WEST HIGGINS RD

SOUTH BARRINGTON OFFICE CENTER

STONEGATE PROPERTIES

847-882-3300

▶ "ONE D.F. SIGN/EXT. -ILL(EXISTING)/ EXT PTD ADDRESS SIGN
FYRON TOPPER W/ 8" WIDE HARDPLANK POLECAT

- SIGNCASE/BKGD TO ADDRESS / FYRON TOPPER / PLANKING POLECAT
- 33 WEST HIGGINS ROAD = BLACK VINYL
- BKGD (FOUR 5' X 10' PANELS)= BLUE DUPONT 42811
- SOUTH BARRINGTON OFFICE CENTER = BRIGHT YELLOW VINYL
- BKGD PANEL TO STONEGATE PROPERTIES = YELLOW TO MATCH
- STONEGATE PROPERTIES = BLUE VINYL TO MATCH DUPONT 42811
- 847-882-3300 = WHITE VINYL

specifications,
renders samples exactly.

CUSTOMER ACCEPTANCE SIGNATURE _____ DATE _____
SALE ACCEPTANCE SIGNATURE _____ DATE _____

UNOFFICIAL COPY

0.00 in
5 ft .00 in
5 ft .00 in
6.00 in

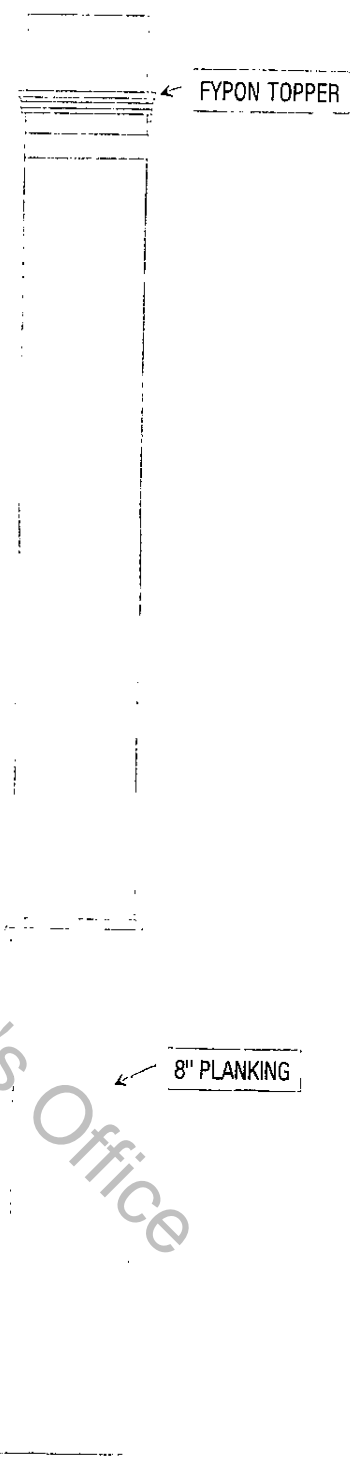
2 ft .00 in
1 ft 9.00 in **10273831**

GINS ROAD

**BRINGTON
CENTER**

PROPERTIES

2-3300

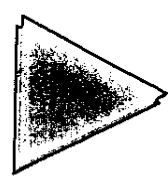


W/ VINYL COPY/ FRONT VIEW

NORTH ELEVATION

SIDE VIEW 10273831

ER = WHITE



LOCATED MIDDLE OF PROPERTY BETWEEN ENTRANCES
REMOVE & DISPOSE OF EXISTING BILLBOARD AT TIME
OF INSTALL / NEW DISPLAY AT SAME LOCATION

Designed for 110 Volts unless noted otherwise

Y2K
Compliant