

UNOFFICIAL COPY



Doc#: 0416731096
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 06/15/2004 12:39 PM Pg: 1 of 6

ORDINANCE NO. 0-5-04

AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT FOR AN APPROXIMATELY 200
ACRE PARCEL GENERALLY LOCATED BETWEEN THE SANITARY AND
SHIP CANAL AND THE DES PLAINES RIVER, AND BETWEEN THE BURLINGTON
NORTHERN SANTA FE RAILROAD AND THE WILL-COOK COUNTY LINE IN LEMONT, ILLINOIS
(METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT

THIS 22ND DAY OF MARCH, 2004.

PUBLISHED IN PAMPHLET FORM BY
AUTHORITY OF THE PRESIDENT AND
BOARD OF TRUSTEES OF THE VILLAGE
OF LEMONT, COOK, WILL AND DUPAGE
COUNTIES, ILLINOIS, THIS 22ND DAY
OF MARCH, 2004.



mail to:

Village of Lemont
418 Main Street
Lemont, IL 60439

UNOFFICIAL COPYORDINANCE NO. 0.5.04

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT FOR AN APPROXIMATELY 200
ACRE PARCEL GENERALLY LOCATED BETWEEN THE SANITARY AND
SHIP CANAL AND THE DES PLAINES RIVER, AND BETWEEN THE BURLINGTON
NORTHERN SANTA FE RAILROAD AND THE WILL-COOK COUNTY LINE IN LEMONT, ILLINOIS
(METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO)**

WHEREAS, the legal owners of record of the territory which is the subject of an Annexation Agreement are ready, willing and able to enter into said agreement and perform the obligations as required therein and;

WHEREAS, a copy of said Annexation Agreement has been attached hereto and included herein; and

WHEREAS, the statutory procedures provided for in the Illinois Municipal Code for the execution of said agreement have been fully complied with.

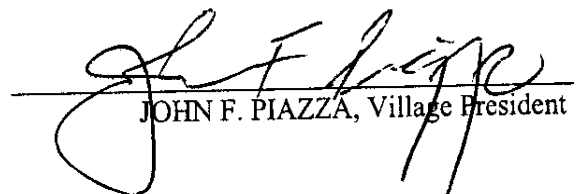
NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE, AND WILL, STATE OF ILLINOIS, AS FOLLOWS:

SECTION 1: That this ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE, AND WILL, ILLINOIS, on this 22nd day of March, 2004.

	AYES	NAYS	ABSTAIN	ABSENT
Debbie Blatzer	✓			
Peter Coules	✓			
Brian Reaves	✓			
Steven Rosendahl	✓			
Ron Stapleton	✓			
Jeanette Virgilio	✓			

Approved by me this 22nd day of March, 2004.


JOHN F. PIAZZA, Village President

Attest:


CHARLENE SMOLLEN, Village Clerk

UNOFFICIAL COPY

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO ANNEXATION AGREEMENT

THIS AGREEMENT, made this 22nd day of March, 2004, by and between the Village of Lemont, Cook, DuPage and Will Counties, Illinois, a municipal corporation (the "Village"), and the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (the "District"); **WITNESSETH:**

WHEREAS, the District is the owner of record of certain real estate which is located in an unincorporated portion of Cook and DuPage Counties, generally described as "approximately 200 acres bounded on the East by the Burlington Northern Santa Fe Railroad; on the West by the Will County Line; on the North by the Des Plaines River; and on the South by the Sanitary Ship Canal", and is legally described on Exhibit A, attached hereto and made a part hereof, which real estate is hereinafter referred to as the "Territory"; and

WHEREAS, the Territory is not included within the corporate limits of any municipality, but is contiguous to the Village of Lemont; and

WHEREAS, the District desires that the Territory be annexed to the Village and zoned under certain terms and conditions and in the manner herein specified, and it is in the best interest of the Village and the District, that the Territory be so annexed and developed in accordance with the provisions of this Agreement; and

WHEREAS, on March 22, 2004, the President and Board of Trustees of the Village conducted a public hearing on the proposed Annexation Agreement; and further that the aforementioned public hearings were held pursuant to due and proper notice as prescribed by statute; and

WHEREAS, the District has presented to and filed with the Village Clerk of the Village a duly executed Petition for Annexation of the Territory;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES HERETO, IT IS AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

1. **ANNEXATION:** The parties hereto respectively agree to do all things necessary or appropriate to cause the Territory to be validly annexed to the Village as promptly as possible upon the execution of this Agreement; said annexation to be upon

UNOFFICIAL COPY

the terms and conditions set forth in this Agreement.

2. **ZONING:** The Village shall within sixty (60) days adopt an Ordinance zoning the Territory as B-4 Commercial Recreation District, including commercial, residential, or mixed-use planned unit developments, and a "Canal Overlay District (COD)" as additional authorized Special Uses in the Territory (see Exhibit B attached).
3. **EXISTING CONDITIONS:** The annexation of lands belonging to the District shall be subject to all existing easements, permits, licenses and any and all pipelines, transmission lines and other facilities occupying sub-surface, surface, and above surface land and air space in accordance with agreements executed by the District prior to the date of the Annexation Agreement.
4. **NO LIMITATIONS ON DISTRICT:** The acceptance and execution of a Petition for Annexation and an Annexation Agreement shall in no way limit, lessen, or restrict the District's power or authority to exercise and discharge its corporate and statutory powers.
5. **COSTS AND EXPENSES:** The Village of Lemont shall assume and pay all costs associated with the preparation of Annexation Plats together with preparation, filing and recording fees.
6. **NON-INTERFERENCE:** Notwithstanding the above, the Village agrees that at no time during the term of this Agreement will the Village interfere with any of the lawful operations of the District as they affect the Territory, or the District's property adjacent to the Territory but not within the corporate limits of the Village.
7. **TERM:** This Annexation Agreement shall be valid and binding for a period of twenty (20) years from the date of this Agreement.
8. **SUCCESSOR:** The Agreement shall inure to the benefit of and be binding upon the District, their successors in title, assignees, lessees, subsequent developers of the Territory, and upon the Village and successor corporate authorities and successor municipalities of the Village.
9. **ENFORCEMENT:** This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein contained.
10. **SAVINGS CLAUSE:** If any provision of this Agreement is held invalid, such provisions shall be deemed excised from this Agreement, and the invalidity thereof shall not affect any of the other provisions contained herein. **IN WITNESS**

UNOFFICIAL COPY

WHEREOF, the parties hereto have placed their hands and corporate seals the day and year first above written

VILLAGE OF LEMONT, COOK, DUPAGE

(SEAL) AND WILL COUNTIES, ILLINOIS

BY: _____

Village President

ATTEST:

Village Clerk

METROPOLITAN WATER RECLAMATION

DISTRICT OF GREATER CHICAGO

(SEAL)

BY: _____

Chairman

ATTEST:

Clerk

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF LOTS 206, 213, 215, 219, 222 AND 224 IN THE SANITARY DISTRICT TRUSTEES SUBDIVISION OF RIGHT OF WAY FROM THE NORTH AND SOUTH CENTER LINE OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE WILL COUNTY LINE FROM THE WEST LINE OF SECTION 6 AND 7, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE WILL COUNTY LINE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 1908, AS DOCUMENT NUMBER 4180218 LYING SOUTHERLY OF THE DES PLAINES RIVER, NORTHERLY OF THE NORTHERLY LINE OF THE SANITARY DRAINAGE AND SHIP CANAL, EASTERLY OF THE WILL COUNTY LINE AND WESTERLY OF THE WESTERLY RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, EXCEPTING THEREFROM THAT PART OF SAID LOT 213 LYING WESTERLY OF THE WESTERLY LINE OF STEPHEN STREET OF LEMONT AS EXTENDED AND EASTERLY OF A LINE 500 FEET WESTERLY OF AND PARALLEL TO SAID WESTERLY LINE OF STEPHEN STREET, AND LYING SOUTHERLY OF A LINE 500 FEET NORTHERLY OF AND PARALLEL TO THE NORTHERLY LINE OF THE MAIN CHANNEL OF THE SANITARY, DRAINAGE AND SHIP CANAL; AND ALSO, THAT PART OF STEPHEN STREET AND STATE STREET ADJACENT TO THE ABOVE DESCRIBED PARCEL, ALL IN COOK COUNTY, ILLINOIS.