



Doc#: 0512419078
Eugene "Gene" Moore Fee: \$46.50
Cook County Recorder of Deeds
Date: 05/04/2005 02:19 PM Pg: 1 of 12

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AGREEMENT NO. _____
ANNEXATION AGREEMENT
BETWEEN THE CITY OF OAK FOREST, ILLINOIS AND
THE BOARD OF EDUCATION ARBOR PARK SCHOOL DISTRICT 145,
COOK COUNTY, ILLINOIS

THIS AGREEMENT is made and entered into this 22nd day of March, 2005, by and between the CITY OF OAK FOREST, ILLINOIS, a municipal corporation ("CITY") and THE BOARD OF EDUCATION ARBOR PARK SCHOOL DISTRICT 145, COOK COUNTY, ILLINOIS, an Illinois public school district ("SCHOOL DISTRICT").

WHEREAS, the City is a municipal corporation in the County of Cook and State of Illinois, and has in full force and effect certain zoning, building and subdivision ordinances which classify and regulate the use of land and improvements within the boundaries of the City of Oak Forest, all of which ordinances are incorporated into this Agreement by reference and expressly made a part hereof; and

WHEREAS, the Trustees of Schools of Township 36 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois, ("OWNER") holds title to certain land for the use and benefit of the School District, which land is divided into four parcels and legally described as follows:

PARCEL 1: THAT PART OF THE SOUTH 90 FEET OF LOT 1 AND THE NORTH 10 FEET OF LOT 2 LYING EAST OF A LINE 851.78 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 1 AND 2 IN ARTHUR T. McINTOSH AND COMPANY'S TINLEY WOODS UNIT NUMBER 2, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28 AND THE EAST 1/2 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 (EXCEPT THE NORTH 100 FEET THEREOF AND EXCEPT THE SOUTH 90 FEET THEREOF) IN ARTHUR T. McINTOSH AND COMPANY'S TINLEY WOODS UNIT NUMBER 2, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28 AND THE EAST 1/2 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PIN NO. 28-28-300-037-0000

and commonly known as 17225 S. Central Avenue, Tinley Park, IL 60477

LOTS 4 AND 5 IN BLOCK 3 IN ARTHUR T. McINTOSH AND COMPANY'S SOUTHTOWN FARMS UNIT NO. 6, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 28, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED MAY 8, 1946 AS DOCUMENT 13789085, IN COOK COUNTY, ILLINOIS.

PIN NOs. 28-28-301-005-0000 and 28-28-301-006-0000

and commonly known as 17200 S. Lockwood Avenue, Tinley Park, IL 60477

LOT 3 IN ARTHUR T. McINTOSH AND COMPANY'S TINLEY WOODS UNIT NUMBER 2, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28 AND THE EAST 1/2 OF SECTION 29, ALL IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NOs. 28-28-300-005-0000

and commonly known as 17233 S. Central Avenue, Tinley Park, IL 60477

LOT 2 (EXCEPT THE NORTH 10 FEET THEREOF) IN ARTHUR T. McINTOSH AND COMPANY'S TINLEY WOODS, UNIT NO. 2, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28 AND THE EAST 1/2 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NOs. 28-28-300-015-0000

and commonly known as 17245 S. Central Avenue, Tinley Park, IL 60477

and which are the Subject Properties ("SUBJECT PROPERTIES") of this Agreement; and

WHEREAS, the subject properties consist of approximately 28 acres and adjoin, abut and are contiguous with the corporate limits of the City of Oak Forest; and

WHEREAS, the Subject Properties have not been annexed to any municipality; and

WHEREAS, the Subject Properties constitute territory which is contiguous to and may be annexed to the City as provided under Section 5/7-1-8 of the Illinois Municipal Code, (65, ILCS 5/7-1-8); and

WHEREAS, the School District is willing to voluntarily annex the Subject Properties to the City subject to all ordinances of the City recognized by law to be applicable to Illinois school

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districts or as those same ordinances may be amended by the City or as hereinafter agreed to in this Agreement; and

WHEREAS, the School District has concluded that it is in its best interests to annex to the City and has indicated a desire to annex to the City by having filed the necessary petitions; and

WHEREAS, the City, after due and careful consideration, has concluded that the annexation of the Subject Properties to the City under the terms and conditions hereinafter set forth would further the growth of the City, enable the City to control the development of the area, and serve the best interests of the City; and

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.*, a proposal to annex, in substance, was submitted to the City, and separate public hearings were held by the Planning and Zoning Commission and the City Council pursuant to notice, as provided by Illinois law; and

WHEREAS, the Planning and Zoning Commission has recommended that the Subject Properties be annexed to the City subject to the terms and conditions of this Annexation Agreement; and

WHEREAS, all requisite fire protection districts, library districts and other entities and persons entitled to notice prior to annexation of the Subject Properties to the City have been given notice thereof by the City as required by law; and

WHEREAS, pursuant to notice prepared and provided by the City, public hearing(s) were held on the requested annexation of the Subject Properties, the requisite annexation text amendments, conditional use permits, and approvals submitted to the City, as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual conditions and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. ***Definitions.*** The following words and terms used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning:

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Agreement: This Annexation Agreement.

City: The City of Oak Forest, Illinois.

City Council: The City Council of the City of Oak Forest.

Corporate Authorities: The Mayor and the City Council of the City.

Owner: The Trustees of Schools of Township 36 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois for the use and benefit of the Board of Education of Arbor Park School District Number 145, Cook County, Illinois

Parties: The City and the School District.

Planning and Zoning Commission: The Planning and Zoning Commission of the City.

Plat: The Final Plat of Annexation for the Subject Properties.

School District: Board of Education Arbor School District 145

Subdivision Code: The official Subdivision Code of the City, as amended from time to time.

Subject Properties: Those certain parcels of real estate, consisting of 28 acres, as legally described herein.

Zoning Code: The official Zoning Code of the City, as amended from time to time.

2. **Definitions and Recitals.** The representations and recitations set forth in the foregoing definitions and recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein and the same shall continue for so long as this Agreement is in force and effect. The parties mutually acknowledge and confirm the accuracy of said representations and recitations.

3. **Authority.** This Agreement is made and entered into by the Parties pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1 *et seq.* of the Illinois Municipal Code and the City's home rule powers.

4. **Mutual Assistance.** The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objections of this 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

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hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

5. Representations as to Necessary Action.

5.01 The City represents that it shall take all action(s) as may be required and necessary: (i) to zone, classify and allow for the development of the Subject Properties in the manner described in this Agreement; and (ii) to enable the City to execute this Agreement and fully carry out and perform the terms, covenants, agreements, duties and obligations on its part to be kept and performed as created and imposed by the terms and provisions hereof.

5.02 The School District represents that it shall take all action(s) as may be required and necessary to enable the School District to execute this Agreement and fully carry out and perform the terms, covenants, agreements, duties and obligations in its part to be kept and performed as created and imposed by the terms and provisions hereof.

6. Development of the Subject Properties. All development of the Subject Properties shall be undertaken pursuant to (i) an approved Site Plan; (ii) the provisions of this Agreement; and (iii) all other codes, ordinances and regulations of the City, provided that, only the Illinois School Code, (105 ILCS 5/1-1 *et seq.*) ("SCHOOL CODE") shall govern building and facility issues on the Subject Properties. All development plans, site plans and engineering plans are subject to the approval of the City Engineer and the Fire Department, unless pertaining to a building or facility on the Subject Properties, in which case the School Code shall solely apply. The City acknowledges that the School District, as an Illinois school district operating pursuant to the provision of the School Code, is generally not subject to the terms and provisions of the City' Building Code, but is instead subject to the jurisdiction of the Cook County Regional Board of Education and the terms and provisions of the School Life Safety Code with respect to building matters.

7. Annexation. Contemporaneously with the execution of this Agreement, the City agrees that it will annex the Subject Properties to the City, subject to the terms and conditions set forth in this Agreement, by adopting an ordinance ("Annexation Ordinance"). The Annexation Ordinance, Plat of Annexation and Annexation Agreement shall be filed with the City Clerk and recorded with the Cook County Recorder of Deeds by the City.

8. Zoning. Contemporaneously with the execution of this Agreement, the City agrees to enact an ordinance classifying the Subject Properties as R-1 Single Family Residential.

9. Public Improvements. The School District agrees to install within the tract the necessary sewer, water and street improvements and all other improvements as called for in the municipal ordinances. The School District will post the necessary letter of credit, in forms approved by the City, guaranteeing completion as required and approved by the City Engineer and further approved by the City Council. The School District and the City may, alternatively,

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agree on other security in lieu of a letter of credit. All said improvements to be in accordance with the plans and specifications for same as developed and approved by the City Engineer and as described in Paragraph 6, and further approved by the City Council. If the School District's installation of the improvements described herein is delayed or conditions are otherwise effected causing increased costs of completion, the City shall have the authority to and may require the School District, subject to providing the School District with 30 days written notice, to increase the funds in the letter of credit or other security, sufficient to guarantee the installation and completion of the public improvements.

10. **Amendments to Codified Ordinances.** The Parties agree on behalf of themselves and any successors in interest, that, except as otherwise provided herein, any changes which may be enacted in the provisions of the Zoning and Building Ordinances of the City after the date of this Agreement shall, if recognized by law, be applicable to the Subject Properties herein described except as specifically modified by this Agreement. It is understood that any law or regulation which may be imposed upon the City by a superior jurisdiction which affects the land in this development must be complied with by the School District.

11. **Storm Water Management.** The School District specifically agrees that it will in all respects reasonably comply with all governmental regulations regarding storm water removal including any storm water impact ordinance as may be enacted by the City Council, from time to time. In addition, the School District shall in all other ways reasonably comply with the land use recommendations of the Robinson Engineering report entitled, "South Area Storm Water Management Plan" or as specified in this Agreement. All driveways and parking areas shall be curbed to aid storm water control and stabilization of edges. All development plans shall be, in addition to all other limitations, subject to engineer approval of detention calculations.

12. **Water and Sanitary Sewer Lines.** The School District shall extend all utilities, including but not limited to storm water, sanitary sewer, and water lines as required by law to the property lines of the Subject Properties, to allow for the orderly development and extension of said utility system.

13. **Impact and Contribution Fees.** The City agrees that, provided the Subject Properties are developed by the School District for use as public school facilities, no impact or development fees shall be required of the District.

14. **Recapture Fees.** The City hereby agrees that it shall impose, through ordinance or by other suitable means reasonably acceptable to the parties, recapture requirements with respect to those public improvements constructed by the School District for which recapture may be suitable or appropriate from future users of those public improvements. Such recapture requirements shall be effective against Benefiting Property in proportions to its expected benefit from such public improvements. For purposes of this annexation agreement, "Benefiting Property" shall mean all property that, in the reasonable determination of the City Engineer, will be served by or make direct use of the public improvements constructed by the School District.

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Not later than 30 days after completion of a public improvement that is expected to serve a Benefiting Party, the City Engineer shall provide a report to the City, a copy of which shall be provided to the School District, identifying the Benefiting Property. Promptly thereupon, the City shall cause to be recorded with the Cook County Recorder of Deeds suitable notice of the recapture obligations to which the Benefiting Property is subject.

15. **Connection and Usage Fees.** The City agrees that it will make available to the Subject Properties and connect City sewer and water services and will charge the School District sewer and water usage fees at rates consistent with those charged for the School District's other educational facilities within the City.

16. **Dedication of Easements and Rights-of-Way.** To the extent that any of the improvements described in this Agreement are dedicated to, and accepted by, any governmental body, the School District shall dedicate, without cost to such governmental body, such easements within and upon the Subject Properties, at such locations as are mutually acceptable to the School District and such governmental body, as may be reasonably necessary for the maintenance of such improvements.

17. **Term.** This Agreement shall be binding upon the parties hereto and the successors and assigns of the School District, and upon any successor Corporate Authorities of the City and successor municipalities for a period of ten (10) years from the date of execution hereof. The date of execution of this Agreement shall be the date that the City signs this Agreement.

In the event that the annexation of the Subject Properties shall or might be held invalid as a result of any curable technical defect in the manner of the annexation, the parties shall promptly take all action necessary to rectify same. In the event any lawsuits are brought challenging the validity of the annexation of zoning provided for in this Agreement, the terms of this Agreement shall be extended while said litigation is pending, and the parties agree to cooperate in the defense thereof; provided, however, that the actual defense of such litigation, and all costs and expenses relating thereto (including all reasonable attorneys' fees) shall be the sole responsibility of the School District, and the School District will indemnify and hold the City harmless with respect to the same.

18. **Remedies.** This Agreement shall be enforceable in any court of competent jurisdiction by either the City or the School District, or by any successor in title or interest or by the assigns of the Parties. Enforcement may be sought by an appropriate action at law or in equity (i) to secure the specific performance of the covenants, agreements, conditions and obligations contained herein; (ii) for actual damages for failure of performance; or (iii) for such other relief which by law or in equity is available to them.

19. **No Waiver.** 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

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relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

20. **Notices.** Any notice or demand required or permitted hereunder shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail, return receipt requested, or personally delivered with evidence of receipt, addressed as follows:

To the City: City of Oak Forest
Attn: City Administrator
15440 S. Central Avenue
Oak Forest, IL 60452

With a Copy To:

Medard M. Narko
Medard M. Narko & Associates
15003 S. Cicero Avenue
Oak Forest, IL 60452

To the School District: Superintendent
Arbor Park School District
15901 Forest Avenue
Oak Forest, Illinois 60452

With a Copy To:

Brian P. Crowley
FRANCZEK SULLIVAN, P.C.
300 S. Wacker Drive
Suite 3400
Chicago, IL 60606

or to such address or other parties as the Parties may from time to time designate by notice as provided herein. Notices shall be deemed effectively given as of the date which is two (2) business days following the date of postmarking by the U.S. Postal Service or as of the date of delivery, if hand or personally delivered.

21. **General Provisions.**

21.01 In the event any phrase, paragraph, article or portion of this Agreement is found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability as to that portion shall not affect the validity, legality or enforceability of the remaining portions of this Agreement.

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21.02 Time is of the essence of this Agreement.

21.03 The laws of the State of Illinois shall govern the interpretation and enforcement of the terms and provisions of this Agreement.

21.04 The captions and headings of the various articles and sections of this Agreement are for convenience only and are not to be construed as confining, defining, expanding or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

21.05 This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. Upon execution, the School District shall deliver two (2) executed originals to the City. This Agreement may be executed in counterpart originals.

21.06 Anything herein to the contrary withstanding, each and all of the representations, covenants, undertakings and agreements herein made on the party of any party acting in the capacity of a trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said party as trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by said trustee or for any other purpose or intention other than the limited purpose of binding only that portion of the Subject Properties held in trust. This Agreement is executed and delivered by such trustee, not individual, but solely in the exercise of the power conferred upon such trustee, as trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, any such trustee on account of this Agreement or any agreement of said trustee in this Agreement contained, either express or implied, all such personal liability, if any, being expressly waived and released.

19.07 The parties executing this Agreement on behalf of each of the Parties to this Agreement represent and warrant that they have been duly authorized to execute this Agreement as the act and deed of such entity.

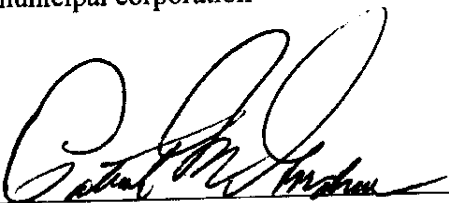
IN WITNESS WHEREOF, the Parties have executed this Agreement, or have caused this Agreement to be executed, by their duly authorized officers, as of the date first above written.

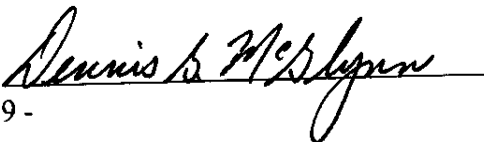
CITY:

CITY OF OAK FOREST, an Illinois home rule municipal corporation

OWNER:

The Trustees of Schools of Township 36 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois for the use and benefit of the Board of Education of Arbor Park School District Number 145, Cook County, Illinois

By: 

By: 

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21.03 The laws of the State of Illinois shall govern the interpretation and enforcement of the terms and provisions of this Agreement.

21.04 The captions and headings of the various articles and sections of this Agreement are for convenience only and are not to be construed as confining, defining, expanding or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

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21.06 Anything herein to the contrary withstanding, each and all of the representations, covenants, undertakings and agreements herein made on the party of any party acting in the capacity of a trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said party as trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by said trustee or for any other purpose or intention other than the limited purpose of binding only that portion of the Subject Properties held in trust. This Agreement is executed and delivered by such trustee, not individual, but solely in the exercise of the power conferred upon such trustee, as trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, any such trustee on account of this Agreement or any agreement of said trustee in this Agreement contained, either express or implied, all such personal liability, if any, being expressly waived and released.

19.07 The parties executing this Agreement on behalf of each of the Parties to this Agreement represent and warrant that they have been duly authorized to execute this Agreement as the act and deed of such entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement or have caused this Agreement to be executed, by their duly authorized officers, as of the date first above written.

CITY:

CITY OF OAK FOREST, an Illinois home rule municipal corporation

By: 

OWNER:

The Trustees of Schools of Township 36 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois for the use and benefit of the Board of Education of Arbor Park School District Number 145, Cook County, Illinois

By: _____

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Its: Mayor Its: President

Attest:
By: *Scott Bushman*

Attest:
By: *J. J. [Signature]*

Its: Clerk

Its: Clerk Its:

SCHOOL DISTRICT:

BOARD OF EDUCATION
ARBOR PARK SCHOOL
DISTRICT 145, AN
ILLINOIS PUBLIC SCHOOL
DISTRICT

By: *Robert E. Oster*

Its: President

Attest:
By: *Janice L. Ryan*

Its: Secretary

Property of Cook County Clerk's Office

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Its: Mayor Its: _____

Attest:

By: *Scott Burkhead*

Attest:

By: _____

Its:

Its: Clerk

SCHOOL DISTRICT:

BOARD OF EDUCATION
ARBOR PARK SCHOOL
DISTRICT 145, AN
ILLINOIS PUBLIC SCHOOL
DISTRICT

By: *Robert E. Gotsch*

Its: President

Attest:

By: *Janice L. Ryan*

Its: Secretary

Property of Cook County Clerk's Office