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Prepared by and
return to:
Brian W. Baugh
Storino, Ramello & Durkin
9501 W. Devon Avenue
Suite 800
Rosemont, IL 60018



1128618050

Doc#: 1128618050 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/13/2011 03:47 PM Pg: 1 of 15

Property of Cook County Clerk's Office

**ANNEXATION AGREEMENT
FOR THE VILLAGE ENCLAVE OF SOUTH BARRINGTON,
SOUTH BARRINGTON, ILLINOIS**

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ANNEXATION AGREEMENT

This Annexation Agreement (this “**Agreement**”) is made as of the 22nd day of September, 2011, by and between the VILLAGE OF SOUTH BARRINGTON, Cook County, Illinois (the “**Village of South Barrington**”), and VILLAGE ENCLAVE, LLC, an Illinois limited liability company (“**Owner**”).

RECITALS

A. Owner is the owner of record of certain vacant real property consisting of approximately 17.6 acres North of Higgins Road and East of Bartlett Road, as legally described on Exhibit A attached hereto and made a part hereof (the “**Property**”).

B. The Property is not within the corporate boundaries of any municipality, but is contiguous to the Village of South Barrington in accordance with Article VII of the Illinois Municipal Code, 65 ILCS 5/1-1, *et. sec.*, as amended.

C. Owner desires annexation of the Property into the Village of South Barrington and has filed a duly elected Petition for Annexation (the “**Petition**”) with the Village of South Barrington.

D. Owner has filed with the Village of South Barrington an application (the “**Application for Rezoning**”) to rezone the Property to A-4 pursuant to the Village of South Barrington Municipal Code.

E. Pursuant to the Village of South Barrington Municipal Code and the Illinois Municipal Code, following proper notice, a public hearing was held before the Board of Trustees for the Village of South Barrington to consider the Petition, the Application for Rezoning and this Agreement.

F. Pursuant to the Village of South Barrington Municipal Code and Illinois Municipal Code, following proper notice, a public hearing was held before the Plan Commission/Zoning Board of Appeals for the Village of South Barrington to consider the preliminary plat of subdivision for the Property (the “**Preliminary Plat**”), attached hereto and made a part hereof as Exhibit B, and the Application for Rezoning.

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G. Following said public hearings, various plans were modified pursuant to the recommendations of the Village of South Barrington President, the Board of Trustees, the Plan Commission/Zoning Board of Appeals and the public, as permitted by the Illinois Municipal Code.

H. The Village of South Barrington has considered the Petition, Application for Rezoning, the subdivision and development of the Property and has determined that the development of the Property in accordance with the terms of this Agreement will promote sound planning and will be in the best interests of the Village of South Barrington.

I. Owner is willing to pay all reasonable fees, costs and expenses, including but not limited to legal fees incurred by the Village of South Barrington in order to accomplish the annexation, rezoning, subdivision and development of the Property and to implement this Agreement.

AGREEMENT

In consideration of the mutual promises, agreements, covenants and undertakings set forth herein, the parties hereto agree as follows:

1. **Recitals.** The above recitals are hereby incorporated into this Agreement and made a part hereof as if fully set forth herein.

2. **Authority.** This Agreement is made pursuant to and in accordance with the provisions of the Village of South Barrington Municipal Code, as amended (the "**Village Code**"), the Illinois Municipal Code, as amended, and the Village of South Barrington's Home Rule powers.

3. **Annexation, Zoning and Preliminary Plat Approval.**

(a) Contemporaneously with the execution of this Agreement and pursuant to the provisions of this Agreement, the Village of South Barrington by proper ordinance, without further hearings, shall annex the Property and the appropriate Village of South Barrington officers are hereby authorized and directed to execute and record with the Recorder of Deeds in Cook County, Illinois, the Plat of Annexation attached hereto as Exhibit C and made a part hereof; provided, however such annexation shall be conditioned upon the subsequent satisfaction of the conditions set forth in Section 3(b) and Section 3(c) of this Agreement.

(b) Immediately after the passage of the aforesaid ordinance annexing the Property into the Village of South Barrington, the Village of South Barrington, by proper ordinance without further hearings, shall amend the official zoning map of the Village of South Barrington so as to rezone the Property to A-4 Single Family Residence District.

(c) Immediately after the passage of the aforesaid ordinance amending the zoning map of the Village of South Barrington so as to rezone the Property to A-4 Single Family Residence District, the Village of South Barrington shall adopt a resolution approving the Preliminary Plat.

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4. **Public Improvements and Recapture.** As part of the development, the Owner shall construct a water main extension and related improvements to an existing Village of South Barrington water main to the Property and through the development (the "**Water System Improvements**"). The Water System Improvements shall be constructed in accordance with plans approved by the Village of South Barrington Engineer. Owner and Village of South Barrington will enter into such agreements mutually acceptable to Owner and Village of South Barrington to enable Owner to recapture certain developer-costs associated with oversized water mains serving the Property.
5. **Letter of Credit.** In addition to the requirements set forth in Section 11-2-2 of the Village Code, upon submittal of the Final Plat of Subdivision the Developer shall deposit with the Village a letter of credit in amount equal to 120% of all improvements to be constructed by the Owner, or its contractors, on or adjacent to the Property.
6. **Water System Connection.** The Owner shall pay a water system connection fee as set forth in Section 4-8B-2-200 of the Village Code for each residential dwelling unit constructed on the Property.
7. **Cash Contribution in Lieu of Land Dedication.** As a condition of approval of the Final Plat of Subdivision for the Property, the Owner shall make cash contributions, in lieu of actual land donations, in accordance with Chapter 4 of Title 11 of the Village Code. Such cash contributions shall be made on a per building permit basis and shall be paid to the Village upon the issuance of a building permit for a Lot. The amount of the cash contribution for a Lot shall be calculated at the time of building permit issuance.
8. **Special Service Area.** The Owner hereby consents to the inclusion of the Property within one or more back-up Special Service Areas, as such term is used in the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended, for the purposes of providing repair maintenance and reconstruction of stormwater management improvements and detention areas, public water improvements and road rights-of-way. The Owner waives any objections to the levying of a special tax with respect to such Special Service Area(s); provided, however, that the Owner does not waive its right to object to the reasonableness of the maximum rate of such special tax.
9. **Village of South Barrington Rights.** An irrevocable license and easement is hereby granted to the Village of South Barrington and police, fire, water, public works, engineering, building, development, health and other authorized officials, employees and vehicles of the Village of South Barrington, to go upon the Common Areas and any dedicated easements in the subdivision serving the Common Areas at any time and from time to time for the purpose of performance of official duties, emergency services, and for the purpose of enforcing Village of South Barrington ordinances, rules and regulations, and the statutes of the State of Illinois and the United States and any easements granted herein or on the Plat of Subdivision. In addition, duly designated officials and employees of the Village of South Barrington are hereby granted an easement to enter upon the Common Areas and any dedicated easements in the Subdivision serving the Common Areas for the purposes of maintaining and repairing, except as otherwise provided hereunder, the stormwater management areas, storm and sanitary sewers, water mains, and any other utility or public services located or which may be located in the Subdivision. Said easement rights shall be exercised only to the extent and for such period of time as is required to accomplish said maintenance or repair. Except in the event of an emergency situation, the Village of South Barrington shall serve written notice ("**Work Notice**") upon the Owner and/or Association, as the case may be ("**Non-Performing Party**") setting forth the manner in which the Non-Performing Party has failed to comply with its obligations under this Agreement or the Plat of Subdivision (as the case may be).

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Said Work Notice shall include a demand that such deficiency be cured within ten (10) days from the date such Work Notice is received. If such delinquency has not been cured within said ten (10) days or any extension thereof granted by the Village of South Barrington, the Village of South Barrington may exercise its easement rights under this Agreement by performing such maintenance or repair that, in the Village of South Barrington's reasonable opinion, the Non-Performing Party has failed to perform. The Non-Performing Party shall reimburse the Village of South Barrington for all reasonable expenses, including administrative costs, incurred by it in performing such reasonable maintenance or repair. If the Non-Performing Party does not reimburse the Village of South Barrington in full for all such expenses within thirty (30) days after receipt of a bill detailing such expenses, then the portion of the cost of such maintenance or repair not so reimbursed shall be assessed in equal shares against all of the Lots and shall become a lien upon such Lots, which lien shall be, in all respects, subject and subordinate and junior to any prior mortgage recorded against all or any portion of such Lots. The Village of South Barrington shall be under no obligation to exercise the rights herein granted except as it shall determine to be in its best interest. No failure to exercise any right herein granted to the Village of South Barrington shall be construed as a waiver of that or any other rights. The Village of South Barrington (as concerning its rights hereunder) shall have the right to enforce by any proceeding at law or in equity, the restrictions, easements, conditions, covenants, reservations, rights, liens and charges now or hereafter imposed by the provisions of this Section 9. All liens permitted under this Section 9 may be enforced by the Village of South Barrington in any manner provided at law or in equity, including foreclosure by an action in a manner similar to the type of action instituted to foreclose the lien of a mortgage or deed of trust on real property.

10. **Disconnection.** Upon annexation of the Property to the Village of South Barrington, Owner agrees not to petition for disconnection of the Property, or any portion thereof, from the Village of South Barrington. Owner further agrees that if the Property were disconnected from the Village of South Barrington the following would occur: (a) the growth prospects and planning and zoning ordinances and codes of the Village of South Barrington would be unreasonably disrupted; (b) substantial disruption would result in existing municipal services and facilities, including, but not limited to, storm sewer systems, water systems, police protection and other public works services; and (c) the Village of South Barrington would be unduly harmed by the loss of real estate tax revenue.

11. **Hold Harmless/Indemnification.** In the event any claim (including but not limited to a lawsuit) is made against the Village of South Barrington, its officers, other officials, agents and employees (the ("**Indemnified Persons**") or any of them, or if the Indemnified Persons or any of them, is made a party-defendant in any proceeding arising out of or in connection with this Annexation Agreement or the annexation of the Property, or the issuance of any building permits for construction on the Property, including but not limited to matters pertaining to hazardous materials and other environmental matters, except as may be required by 740 ILCS 35/1 or 765 ILCS 705/1 for the negligent or willfully wrongful acts or omissions of the Indemnified Persons or any of them, the Owner shall defend and hold the Indemnified Persons harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorneys' fees, in connection therewith, in excess of the proceeds of any insurance or indemnification held by the Indemnified Persons and actually received. Any such Indemnified Person may obtain separate legal counsel to participate in the defense thereof at his own expense; provided, however, if, in the sole judgment of an Indemnified Person, the Illinois Rules of Professional Conduct require such Indemnified Person to be separately defended where there is a conflict of interest, the Owner shall bear such expense. The Indemnified Persons shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, Owner shall be entitled to settle any claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Indemnified Persons

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provided the settlement releases the Indemnified Persons from all liability and the Indemnified Persons shall not be required to contribute to such settlement. Further, Owner may be entitled to settle all non-monetary claims upon such terms as it may deem appropriate after receiving written approval or written consent from the Indemnified Persons, which approval or consent shall not be unreasonably withheld or delayed, provided such settlement unconditionally and forever releases the Indemnified Persons from all liability and shall not cost the Indemnified Persons or add to their expenses, or waive any right of the Indemnified Persons, or impose any restrictions or liens on the Indemnified Persons.

12. **Mutual Assistance.** The Village of South Barrington and Owner agree to take all actions necessary or appropriate to carry out the terms of this Agreement and to aid and assist each other to carry out the terms of this Agreement.

13. **Binding Nature.** This Agreement, including all of the obligations and duties contained herein, shall inure to the benefit of and be binding upon the grantees, successors in interest and assigns of Owner.

14. **Time of the Essence.** It is understood and agreed to by the parties hereto that time is of the essence of this Agreement and that all parties will make every reasonable effort to expedite the subject matters hereof.

15. **Remedies.** Upon breach of this Agreement, either of the parties may pursue the specific performance of the covenants and agreements herein contained for failure of performance in any court having competent jurisdiction and by any action at law or in equity. 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 the alleged failure and shall demand performance. No breach of this Agreement shall be deemed to have occurred if diligent efforts to perform have commenced and continued to the satisfaction of the complaining party within twenty-one (21) days of receipt of such notice.

16. **Reimbursement.** Owner shall reimburse the Village of South Barrington for all reasonable fees, costs and expenses, including but not limited to reasonable legal fees incurred by the Village of South Barrington in connection with the processing and review of matters pertaining to this Agreement, including the drafting and negotiation of this Agreement. Payment by Owner to the Village of South Barrington shall occur promptly after receipt by Owner of invoices for such work.

17. **Amendment.** The parties agree that this Agreement and any exhibits attached hereto may be amended only by the written consent of the Village of South Barrington and Owner (or their grantees, successors in interest, or assigns as the case may be), and by the adoption of an ordinance or resolution of the Village of South Barrington approving said amendment as provided by law.

18. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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19. **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.

20. **Notice.** Any notice, demand, election or other communication required hereunder shall be delivered as follows:

If to Owner: Village Enclave, LLC
100 West Higgins Road, Suite H-70
South Barrington, Illinois 60010
Attention: Naim J. Elias II

If to Village of South Barrington:

Village of South Barrington
30 South Barrington Road
South Barrington, Illinois 60010
Attention: Frank J. Munao, Jr., Village President

21. **Term.** This Agreement shall be binding for a period of twenty (20) years, commencing with the date hereof.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

VILLAGE OF SOUTH BARRINGTON:

By: *Frank J. Munao, Jr.*
Name: Frank J. Munao, Jr.
Its: Village President

ATTEST:

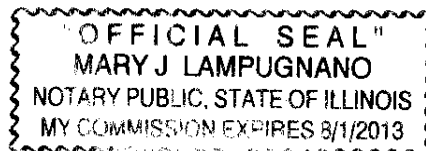
By: *Donna Wood*
Name: Donna Wood
Its: Village Clerk

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank J. Munao, Jr., personally known to me to be the President of the Village of South Barrington, Cook County, Illinois, and Donna Wood, personally known to me to be the Clerk of the Village of South Barrington, Cook County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of said Village of South Barrington, caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 28th day of September, 2011.

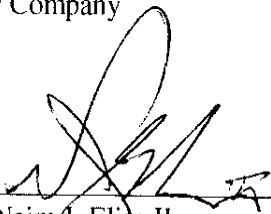
Mary J. Lampugnano
Notary Public



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OWNER:

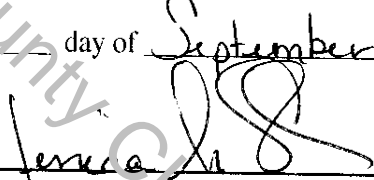
VILLAGE ENCLAVE, LLC, an Illinois Limited Liability Company

By: 
 Name: Naim J. Elias II
 Its: Manager

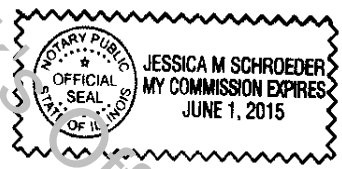
STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Naim, J. Elias II, personally known to me to be the Manager of Village Enclave, LLC and 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 as such Manager of Village Enclave, LLC as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal this 27th day of September, 2011.



 Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 34; THENCE EAST ON THE NORTH LINE OF SAID $\frac{1}{4}$ SECTION 658.74 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING EAST ON SAID NORTH LINE 664.66 FEET TO THE NORTHEAST CORNER OF SAID 40 ACRE TRACT; THENCE SOUTH ON THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST $\frac{1}{4}$ 1376.5 FEET TO THE CENTER LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF HIGGINS ROAD 710.0 FEET TO THE SOUTHEAST CORNER OF 6 ACRE TRACT OF LAND CONVEYED BY THE GRANTORS HEREIN TO FRANK LAMCZYK AND JULIA LAMCZYK BY WARRANTY DEED DATED JULY 20, 1928 AND RECORDED IN BOOK 26064 AT PAGE 436 AS DOCUMENT NO. 10095457 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF SAID 6 ACRE TRACT AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST $\frac{1}{4}$, 1122.0 FEET TO SAID NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ AND POINT OF BEGINNING, SITUATED IN THE TOWNSHIP OF BARRINGTON, IN COOK COUNTY, ILLINOIS.

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**EXHIBIT B
VILLAGE ENCLAVE OF SOUTH BARRINGTON
PRELIMINARY PLAT OF SUBDIVISION**



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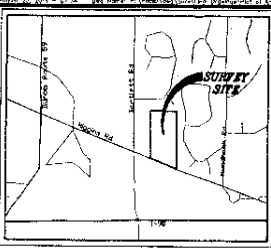
MAP OF TERRITORY TO BE ANNEXED

LEGAL DESCRIPTION OF TERRITORY TO BE ANNEXED

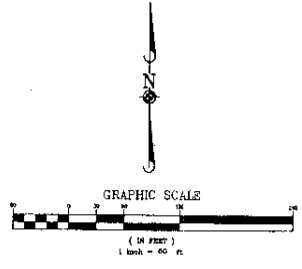
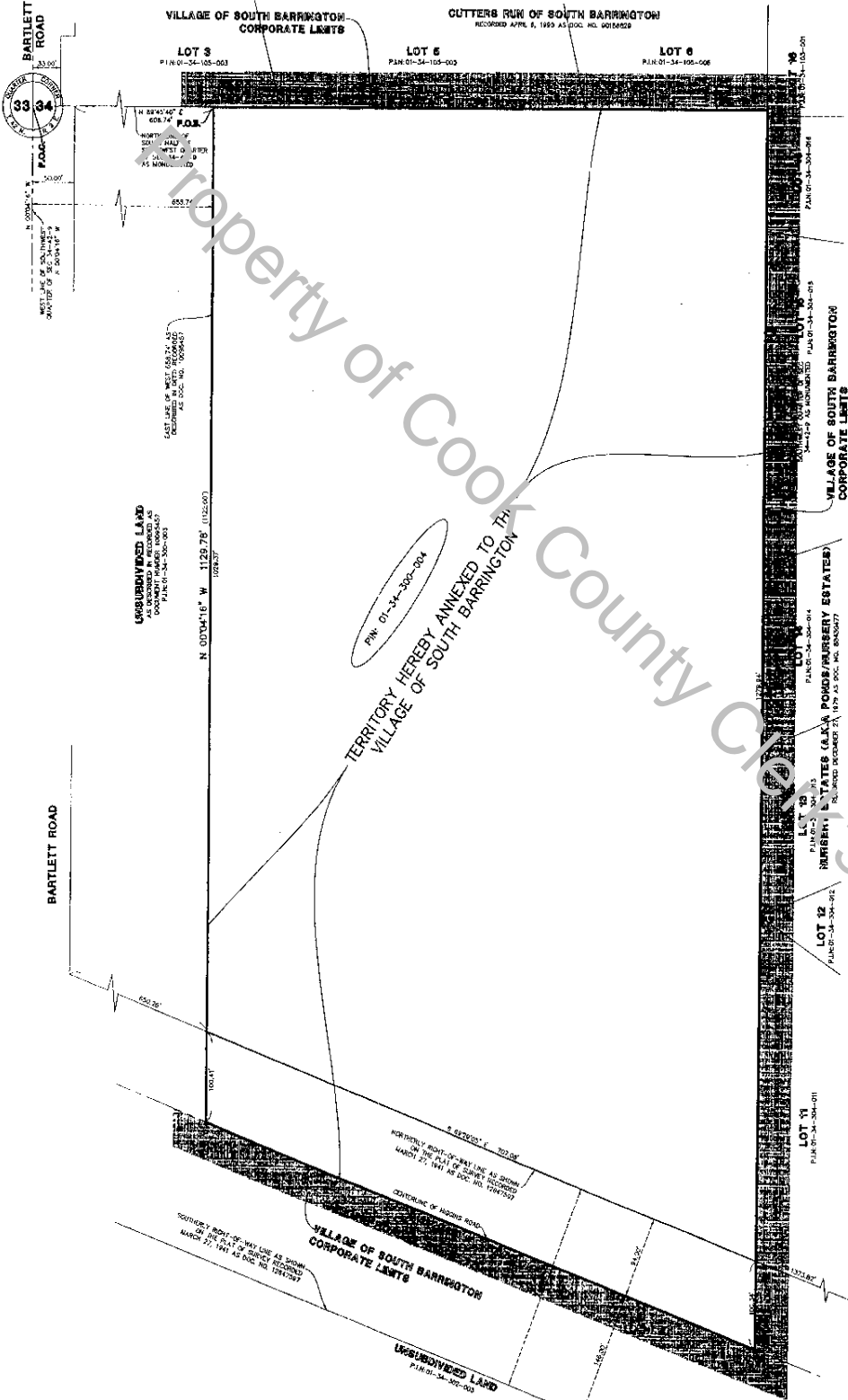
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, THENCE EAST ON THE NORTH LINE OF SAID QUARTER SECTION 34 824.74 FEET FOR A POINT OF BEGINNING, THENCE CONTINUING EAST ON SAID NORTH LINE 824.8 FEET TO THE NORTHEAST CORNER OF SAID QUARTER SECTION 34, THENCE SOUTH ON THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER 1376.2 FEET TO THE CENTER LINE OF HIGGINS ROAD, THENCE SOUTHWEST ALONG THE CENTERLINE OF HIGGINS ROAD 723 FEET TO THE SOUTHWEST CORNER OF SAID 60 ACRE TRACT OF LAND OWNED BY THE GRANTEES HEREIN TO FRANK LANGSTON AND CALA LANGSTON BY WARRANTY DEED DATED MAY 20, 1958 AND RECORDED IN BOOK 2384 AT PAGE 428 AS EXHIBIT NUMBER 1000000 IN THE RECORDS OF COOK COUNTY, ILLINOIS, THENCE NORTH ALONG THE EAST LINE OF SAID 60 ACRE TRACT AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER 1122.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER AND POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF LINDS ROUTE 72, HIGGINS ROAD, PART-OF-WAY PREVIOUSLY ANNEXED TO THE VILLAGE OF SOUTH BARRINGTON SITUATED IN THE TOWNSHIP OF BARRINGTON, IN COOK COUNTY, ILLINOIS.

AREA OF ANNEXATION

AREA (EXCLUDING R.O.W.) = 70,983 SQ.FT. (17.844 ACRES)
 AREA OF EXISTING R.O.W. = 36,342 SQ.FT. (0.830 ACRES)
 TOTAL AREA = 107,325 SQ. FT. (24.674 ACRES)



LOCATION SKETCH
NOT TO SCALE



EXISTING P.I.N.: 01-34-300-004

- GENERAL NOTES:**
1. DISTANCES ARE LISTED IN FEET AND DECIMAL PLACES THEREOF, NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARALLELS (L&P) ARE RECORDS OR DEED VALUES, NOT FIELD MEASUREMENTS.
 2. THIS SURVEY IS SUBMITTED IN MATTERS OF TITLE, WHICH MAY BE RECALLED BY A CURRENT TITLE REPORT, EVIDENCES, ESTIMATES AND REPORTS. LOCAL OBSTACLES, DEEDS OR OTHER INSTRUMENTS OF RECORDS HAVE NOT BEEN SHOWN.
 3. THIS PLAN WAS PREPARED FOR VINTAGE INC. BASED ON A FIELD BOUNDARY SURVEY COMPLETED ON JANUARY 23, 2011. THE RECORDS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 34-34-11 HAVING A BEARING OF SOUTH 00 DEGREES 04 MINUTES 25 SECONDS EAST.
 4. THE EXISTING CORPORATE LIMITS OF THE VILLAGE OF SOUTH BARRINGTON HAVE BEEN OBTAINED FROM THE VILLAGE OF SOUTH BARRINGTON ZONING MAP PUBLISHED IN JANUARY 2008.
 5. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 194003350, EXPIRES APRIL 30, 2013.

TERRITORY HEREBY ANNEXED TO THE VILLAGE OF SOUTH BARRINGTON

LOT 3 P.I.N. 01-34-105-003
 LOT 5 P.I.N. 01-34-105-003
 LOT 6 P.I.N. 01-34-105-006
 LOT 11 P.I.N. 01-34-300-011
 LOT 12 P.I.N. 01-34-300-012

VILLAGE BOARD CERTIFICATE
 APPROVED AND ACCEPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF SOUTH BARRINGTON, COOK COUNTY, ILLINOIS.
 AT A MEETING HELD THIS ____ DAY OF _____, A.D. 2011.
 BY: _____
 PRESIDENT OF THE BOARD OF TRUSTEES
 WITNESSED BY: _____
 VILLAGE CLERK

SURVEYOR'S CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF LAKE
 I, _____, DO HEREBY DECLARE THAT I HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED TRACT FOR THE PURPOSE OF ANNEXING SAID TRACT TO THE VILLAGE OF SOUTH BARRINGTON, AND THAT THE PLAT SHOWN HEREON IS A CORRECT REPRESENTATION OF THE PROPERTY TO BE ANNEXED.
 DATED THIS 29TH DAY OF AUGUST, A.D. 2011.

 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 28711
 LICENSE EXPIRES NOVEMBER 30, 2012



VILLAGE ENCLAVE SUBDIVISION VILLAGE OF SOUTH BARRINGTON, ILLINOIS MAP OF TERRITORY TO BE ANNEXED		<p>Manhard CONSULTING LTD. 300 Westmore Parkway, Skokie, IL 60076 847.824.8170 847.824.8008 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers Construction Managers • Environmental Scientists • Landscape Architects • Planners</p>	DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____
MANHARD CONSULTING LTD. 300 WESTMORE PARKWAY, SKOKIE, ILLINOIS 60076 TEL: 847.824.8170 FAX: 847.824.8008 WWW.MANHARDCONSULTING.COM			DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____

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EXHIBIT C PLAT OF ANNEXATION

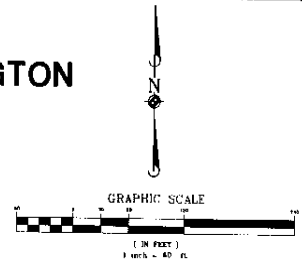
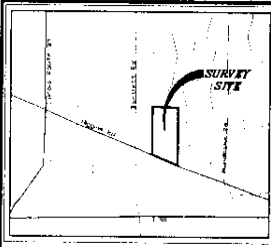


Property of Cook County Clerk's Office

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PRELIMINARY PLAT OF VILLAGE ENCLAVE OF SOUTH BARRINGTON

BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE
SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 09,
EAST 1/2 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
EXISTING P.L.N.: 01-34-300-004



LOCATION SKETCH
NOT TO SCALE

- ABBREVIATIONS**
- P.O.B. = POINT OF BEGINNING
 - P.O.R. = POINT OF BEGINNING
 - ROF = RIGHT-OF-WAY
 - R.S. = RECORD SURVEY
 - P.U. = PUBLIC UTILITY
 - M.F. = METERS
 - C.T. = COMMON TIE
 - D.E. = DRAINAGE EASEMENT
 - R.F. = RIGHT-OF-WAY

LINE TABLE

LINE	BEARING	LENGTH	AREA
1	N 89°52'44" E	154.87	
2	N 89°52'44" E	154.87	
3	N 89°52'44" E	154.87	
4	S 89°52'44" E	154.87	
5	N 89°52'44" E	154.87	
6	N 89°52'44" E	154.87	
7	N 89°52'44" E	154.87	
8	N 89°52'44" E	154.87	
9	N 89°52'44" E	154.87	
10	N 89°52'44" E	154.87	
11	N 89°52'44" E	154.87	
12	N 89°52'44" E	154.87	
13	N 89°52'44" E	154.87	
14	N 89°52'44" E	154.87	
15	S 89°52'44" E	154.87	

CURVE TABLE

CURVE	RADIUS	CHORD	CHORD BEARING	ARC LENGTH	AREA
C1	154.87	154.87	N 89°52'44" E	154.87	
C2	154.87	154.87	N 89°52'44" E	154.87	
C3	154.87	154.87	N 89°52'44" E	154.87	
C4	154.87	154.87	N 89°52'44" E	154.87	
C5	154.87	154.87	N 89°52'44" E	154.87	
C6	154.87	154.87	N 89°52'44" E	154.87	
C7	154.87	154.87	N 89°52'44" E	154.87	
C8	154.87	154.87	N 89°52'44" E	154.87	
C9	154.87	154.87	N 89°52'44" E	154.87	
C10	154.87	154.87	N 89°52'44" E	154.87	
C11	154.87	154.87	N 89°52'44" E	154.87	
C12	154.87	154.87	N 89°52'44" E	154.87	
C13	154.87	154.87	N 89°52'44" E	154.87	
C14	154.87	154.87	N 89°52'44" E	154.87	
C15	154.87	154.87	N 89°52'44" E	154.87	
C16	154.87	154.87	N 89°52'44" E	154.87	
C17	154.87	154.87	N 89°52'44" E	154.87	
C18	154.87	154.87	N 89°52'44" E	154.87	
C19	154.87	154.87	N 89°52'44" E	154.87	
C20	154.87	154.87	N 89°52'44" E	154.87	

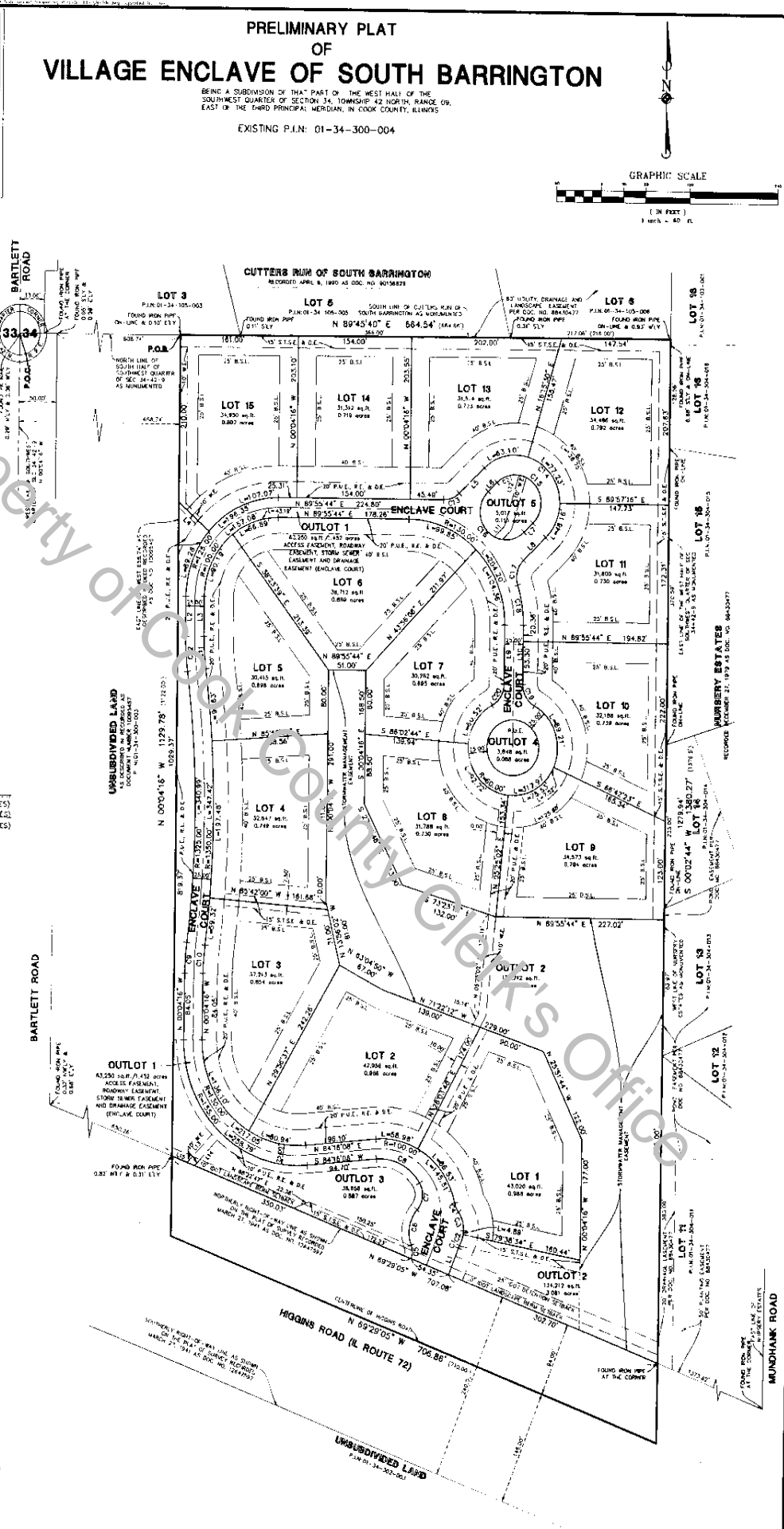
PROPERTY AREA

TOTAL LAND AREA = 832,418 SQ. FT. (19.110 ACRES)
 AREA IN HIGGINS ROAD = 18,458 SQ. FT. (0.422 ACRES)
 TOTAL SUBDIVIDED AREA = 765,963 SQ. FT. (17.584 ACRES)

ZONING DATA

PROPERTY IDENTIFICATION	INCORPORATED	ZONING
PROPOSED VILLAGE ENCLAVE	NO	R-2 (COOK COUNTY)
PLANNED UNIT DEVELOPMENT (PUD)	NO	R-7 (COOK COUNTY)
CUTLIER ROAD OF SOUTH BARRINGTON	YES	R-7 (SINGLE FAMILY RESIDENTIAL WITH GARAGE)
MURPHY ESTATE	YES	R-7 (SINGLE FAMILY RESIDENTIAL WITH GARAGE)

- SURVEYOR'S NOTES:**
- THIS SUBDIVISION SHALL BE SUBJECT TO THE VILLAGE ENCLAVE OF SOUTH BARRINGTON, ILLINOIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (RECORDED AS OF MAY 2, 2011) (SEE DOCUMENT FOR PARTICULARS).
 - DISTANCES ARE SHOWN IN FEET AND DECIMAL FRACTIONS THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT. ALL DISTANCES UNLESS OTHERWISE SHOWN IN PARENTHESES (AS APPLICABLE) ARE RECORD OR DEED VALUES, NOT FIELD MEASUREMENTS.
 - COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE SIGNING AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
 - THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM PROFESSIONAL DESIGN FIRM REGISTRATION NUMBER 18-001206, EXPIRES APRIL 30, 2013.



VILLAGE ENCLAVE OF SOUTH BARRINGTON SUBDIVISION
 VILLAGE OF SOUTH BARRINGTON, ILLINOIS
 PRELIMINARY PLAT OF SUBDIVISION

Manhard CONSULTING LTD
 Civil Engineers • Surveyors • Water Resources Engineers • Major & Watermaster Engineers
 Construction Managers • Environmental Sciences • Landmarks Architecture • Planners

NO.	DATE	DESCRIPTION
1	08/20/11	PRELIMINARY PLAT
2	09/22/11	REVISIONS

