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Doc#: 1527229085 Fee: \$62.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/29/2015 04:09 PM Pg: 1 of 13

P.I.N. 24-23-300-011-0000

Property Address:

3927 West 115th Street
Garden Homes, Illinois 60803

Return to:
Village Clerk
Village of Alsip
4500 West 123rd Street
Alsip, Illinois 60803-2599

(for recorder's use only)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is entered into this 6th day of January, 2013, between the VILLAGE OF ALSIP, an Illinois municipal corporation, with offices at 4500 West 123rd Street, Alsip, Illinois (hereinafter the "VILLAGE") and NOV Investments, LLC (hereinafter the "OWNER"), with its principal place of business being located at 12618 South Meade, Palos Heights, Illinois 60463.

RECITALS

WHEREAS, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 *et seq.*, of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.* (2007); and

WHEREAS, the OWNER is the owner of record of all of the real property legally described in Exhibit A, attached hereto and incorporated herein by reference, which property is currently contiguous to the VILLAGE and not within the corporate limits of any other municipality (hereinafter the "SUBJECT PROPERTY"); and

WHEREAS, the OWNER has filed a Petition for Annexation with the Alsip Village Clerk, Exhibit A attached hereto, for all of the territory legally described as follows:

LOT 14 IN BLOCK 6 IN ATWOOD'S ADDITION TO WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH 100 ACRES OF THE SOUTHWEST QUARTER AND THE NORTH 50 ACRES OF THE WEST HALF OF THE SOUTHEAST

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QUARTER OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 3927 West 115th Street, Garden Homes, Illinois 60803

P.I.N.: 24-23-300-011-0000

Said parcel containing 6,350 Square Feet, more or less.

which territory is currently situated in the unincorporated area of the County of Cook, Illinois, and is presently contiguous to the VILLAGE; and

WHEREAS, all notices, publications, public hearings and all other matters attendant to such Petition for Annexation have been given, held or performed as required by statute or the VILLAGE's ordinances, regulations, and procedures; and

WHEREAS, the Plat of Annexation attached hereto and incorporated herein by reference as Exhibit B, is a true and accurate representation of the SUBJECT PROPERTY to be annexed to the VILLAGE pursuant to the provisions of this Agreement; and

WHEREAS, the SUBJECT PROPERTY has not been annexed to any other municipality; and

WHEREAS, the VILLAGE and the OWNER find that the annexation of the SUBJECT PROPERTY in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the VILLAGE and its residents and will promote the VILLAGE's sound planning and development and will otherwise enhance and promote the general welfare of the VILLAGE's residents; and

WHEREAS, in reliance upon the continued effectiveness of the VILLAGE's existing ordinances, codes and regulations for the period specified in this Agreement, as may be amended pursuant to the terms hereof, the VILLAGE and the OWNER are willing to undertake certain obligations as set forth in this Agreement and have materially changed their positions in reliance upon the undertaking provided herein; and

WHEREAS, the OWNER desires to have the SUBJECT PROPERTY annexed to the VILLAGE, upon the terms and conditions hereinafter set forth in Agreement.

NOW THEREFORE, in consideration of the representations and the mutual promises contained herein, the parties agree that:

1. RECITALS.

1.1. The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this subsection 1.1 by reference.

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2. ANNEXATION.

2.1. Subject to the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8 (2013), as amended, the Parties respectively agree to do all things necessary or appropriate to cause the SUBJECT PROPERTY to be duly and validly annexed to the VILLAGE, including adoption of an ordinance by the VILLAGE annexing the SUBJECT PROPERTY pursuant to this Agreement.

3. SITE PLAN.

3.1. The Site Plan, attached hereto and incorporated herein by reference as Exhibit C, is hereby approved by the Village (the "Site Plan") for the SUBJECT PROPERTY. The SUBJECT PROPERTY shall be developed in substantial conformance with the Site Plan as determined by the Village in its sole and absolute discretion.

4. REPLATTING AND REZONING.

4.1. Within thirty (30) days after the annexation of the Subject Property to the Village, the Village shall adopt a subdivision ordinance replatting the SUBJECT PROPERTY to combine the Subject Property with the adjacent property also owned by OWNER, which is located within the Village of Alsip and is zoned R-3 Residence District. The SUBJECT PROPERTY shall be rezoned from the Village's F (Farming) District to the Village's R-3 Residence District as set forth in the Village Code as part of the replatting. The zoning district designation as set forth herein and as in existence of the date hereof shall constitute the permanent zoning classification for the SUBJECT PROPERTY. The SUBJECT PROPERTY may be developed in accordance with the R-3 Residence District and the Subdivision Ordinance for the term of this Agreement, unless the OWNER or any successor owner applies for a change in zoning classification and the Village in its sole discretion grants said application in accordance with applicable law, and shall remain in effect throughout the Term of this Agreement, and thereafter unless amended or revoked in the manner provided by law. An amendment of the zoning designation set forth herein shall not require an amendment to this Agreement.

5. DEFECTS IN ANNEXATION, REPLATTING OR REZONING

5.1. In the event that the annexation, replatting or rezoning by replatting of the SUBJECT PROPERTY is in any way deemed to be defective, the Parties agree that they will do all things legally necessary and appropriate in an attempt to cure any and all defects to cause the SUBJECT PROPERTY to be validly annexed to the Village and replatted and rezoned, and any other applicable laws and in compliance with this Agreement. This Agreement shall be null and void if the SUBJECT PROPERTY is not legally and validly annexed to the Village and/or the Village fails to replat the SUBJECT PROPERTY as required by this Agreement.

6. FUTURE COOPERATION.

6.1. The Parties shall cooperate with one another on an ongoing basis and make every reasonable effort (including, with respect to the VILLAGE, the calling of special meetings, the

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holding of additional public hearings and the adoption of such ordinances as may be necessary) to further the implementation of the provisions of this Agreement and the intentions of the Parties as reflected by the provisions of this Agreement.

7. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER

7.1. The OWNER represents that the OWNER is the sole record Owner of the SUBJECT PROPERTY legally described in Exhibit A and that the OWNER shall cause the SUBJECT PROPERTY to be annexed to the VILLAGE by filing a legally sufficient plat of annexation and annexation petition with all required signatures and information thereon concurrently with the execution of this Agreement, and in accordance with the Illinois Compiled Statutes.

7.2. OWNER agrees that after execution of this Agreement, the SUBJECT PROPERTY shall be developed in accordance with all ordinances and regulations of the VILLAGE and the SUBJECT PROPERTY shall be subject to said ordinances and regulations of the VILLAGE, and OWNER agrees to follow all of the policies and procedures of the VILLAGE in connection with development of properties except as may be modified by this Agreement. Pursuant to the Illinois Municipal Code, 65 ILCS 5/11-15.1-2, the zoning classification of the SUBJECT PROPERTY enacted pursuant to this Agreement shall remain in effect after the expiration of this Agreement.

7.3. After execution of this Agreement, all new development, construction, or additions on the SUBJECT PROPERTY shall be in conformance with all VILLAGE building, electrical, fire, and plumbing codes, and regulations in effect at the time of execution of this Agreement, and any other applicable provisions of the VILLAGE Code. All construction will be subject to the same building and construction inspection requirements as construction projects currently within the VILLAGE boundary. The requirements of this Section 7.3 shall remain in effect after the expiration date of this Agreement, unless otherwise provided.

7.4. If the OWNER sells or conveys all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNER's obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the OWNER shall be released from such obligations except as provided herein.

7.5. The OWNER shall pay an annexation administrative fee of Two Thousand Dollars (\$2,000.00) at the time of execution of this Agreement to the VILLAGE, and shall also reimburse the VILLAGE for the VILLAGE'S costs and expenses to annex the SUBJECT PROPERTY, rezone the SUBJECT PROPERTY, including attorney's fees and other costs and expenses.

8. FIRE, POLICE AND AMBULANCE PROTECTION SERVICES.

8.1. If applicable, the OWNER shall make all payments required by Section 20(e) of the Illinois Fire Protection District Act, 70 ILCS 705/20(e) (2013), to reimburse the applicable fire protection district for real estate taxes collected for said district, on or before December 31st

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of each year for a period of five (5) years after the effective date of the disconnection of the applicable fire protection district pursuant to the annexation of the SUBJECT PROPERTY. The OWNER shall indemnify, hold harmless and defend the VILLAGE with regard to any claim, demand, cause of action, or invoice for such payments.

9. BINDING EFFECT AND TERM.

9.1 This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement, unless other provisions of this Agreement specifically apply a different term. To the extent permitted, in the event the annexation of subject tracts under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year term.

9.2 Nothing in this Agreement shall in any way prevent the alienation, encumbrance, or sale of the SUBJECT PROPERTY or any portion of it, and the new Owner or Owners shall be both benefited and bound by the conditions and restrictions expressed in this Agreement.

9.3 Time is of the essence of this Agreement.

10. RECORDING OF AGREEMENT.

10.1 Within thirty (30) days after its execution, this Agreement shall be recorded at the sole cost and expense of the OWNER in the Office of the Recorder of Deeds of Cook County, Illinois.

11. COVENANT RUNNING WITH THE LAND.

11.1 The terms of this Agreement constitute a covenant running with the land for the term of this Agreement unless specific terms are expressly made binding beyond the term of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all heirs, grantees, mortgagees, lessee, executors, assigns and successors in interest of the OWNER as to all or any part of the tracts, and are further expressly made binding upon said VILLAGE and the duly elected or appointed successors in office of its Corporate Authorities.

12. ENFORCEMENT OF AGREEMENT.

12.1 Either party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available. Upon breach by the OWNER, the VILLAGE may refuse the issuance of any permits or other approvals or authorizations relating to development of the tracts.

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13. SEVERABILITY.

13.1. If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement, which can be given effect even without the invalid provision. In the event any provision of this Agreement or any part of a provision shall be deemed invalid, the invalidity of that provision or part shall not affect the validity of any other provision.

13.2. The invalidity of any provision of this Agreement shall not affect any zoning classification for the SUBJECT PROPERTY which has been approved by the VILLAGE pursuant to the provisions of the VILLAGE's ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

14. EFFECT OF THIS AGREEMENT; CONFLICT.

14.1. If any relevant existing VILLAGE resolution, ordinance, regulations, or interpretation thereof, is inconsistent with or conflicts with any provision of this Agreement, then the provisions of this Agreement shall supersede the terms of said inconsistent resolutions, ordinances, or regulations as they may be applicable to the SUBJECT PROPERTY.

14.2. If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the OWNER, his/her (their) successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the VILLAGE through the proper adoption of an Ordinance releasing such obligation and the recording of such Ordinance in the office of the Cook County Recorder of Deeds, Cook County, Illinois.

14.3. All provisions, conditions, and regulations as set forth in this Agreement and the documents or plans to which it refers shall supersede all VILLAGE ordinances, codes and regulations that are in conflict with the Agreement as they may apply to the SUBJECT PROPERTY. However, where this Agreement is silent, the VILLAGE's ordinances shall apply and control.

15. NO DISCONNECTION, DEANNEXATION OR ANNEXATION TO ANOTHER MUNICIPALITY.

15.1. For a period of twenty (20) years from the date the SUBJECT PROPERTY is annexed to the VILLAGE, neither the OWNER nor any of its successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the VILLAGE.

15.2. For a period of twenty (20) years from the effective date of this Agreement, neither the OWNER nor any of its successors in interest shall file, cause to be filed, or take any action that would result in the annexation of the SUBJECT PROPERTY to any other municipality.

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16. AMENDMENTS AND MODIFICATIONS.

16.1. No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in writing signed by the Party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

17. NOTICES.

17.1. All notices or other communications required or permitted hereunder shall be in writing, and shall be: (i) personally delivered; (ii) sent by facsimile telecommunications (followed by next day overnight delivery service); (iii) sent by overnight air express service; or (iv) sent by registered or certified mail, postage prepaid, return receipt requested. The foregoing notwithstanding, notice by electronic mail (email) to the attorney for a Party shall be sufficient notice under this Agreement; provided that a copy of such electronic mail follows by first class mail. All notices must be addressed to the Parties hereto at their respective addresses set forth below:

Village:

Patrick E. Kitching
Village President
Village of Alsip
4500 West 123rd Street
Alsip, Illinois 60803

With a copy to:

Kathleen Elliott
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
9550 Bormet Drive, Suite 201
Mokena, Illinois 60448
Fax: (815) 722-0450
Email: kelliott@robbins-schwartz.com

Owner:

Steven R. Novak
NOV Investments, LLC
12618 South Meade
Palos Heights, Illinois 60463

17.2. Except as otherwise provided herein, notice served by certified mail or regular mail shall be effective on the date of mailing.

17.3. Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on a business day during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

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18. COUNTERPARTS; FACSIMILE.

18.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

18.2. A facsimile copy of this Agreement and any signatures thereon will be considered for all purposes as originals.

19. NON-WAIVER.

19.1. Except as herein expressly provided, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance.

19.2. No failure or delay by a Party to exercise any right it may have by reason of the default of any other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default.

20. GOVERNING LAW AND VENUE.

20.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for Cook County, Illinois.

21. FORCE MAJEURE.

21.1. Whenever a period of time is provided for in this Agreement for either the VILLAGE or OWNER to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, strike or lockout by or against either Party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of nature.

21.2. Any time period shall be extended for only the actual amount of time said Party is so delayed pursuant to Section 21.1 above.

22. ENFORCEABILITY.

22.1. This Agreement shall be enforceable by any of the Parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement.

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23. NO PERSONAL LIABILITY OF CORPORATE AUTHORITIES.

23.1. The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the VILLAGE and the corporate authorities of the OWNER are entering into this Annexation Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

24. CUMULATIVE REMEDIES.

24.1. The Parties' rights and remedies hereunder shall be cumulative; the exercise of any rights or remedies shall neither preclude enforcement of other rights and remedies nor waive other rights and remedies; and the failure of either party to exercise any rights or remedies shall neither preclude enforcement of any rights or remedies nor constitute a waiver of any rights or remedies.

25. EFFECTIVE DATE.

25.1. The effective date of this Agreement shall be the date that the Village Clerk for the VILLAGE attests the signature of the Village President as set forth below.

26. ENTIRE AGREEMENT

26.1. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth, except where specifically noted otherwise, and supersedes all prior agreements among the Parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either Party.

27. BINDING AUTHORITY.

27.1. The individuals executing this Agreement on behalf of the OWNER and the VILLAGE represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

VILLAGE OF ALSIP

By: *Patrick E. Kitching*
Patrick E. Kitching,
Village President

Attest
By: *Deborah L. Venhuizen*
Deborah L. Venhuizen,
Village Clerk

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by Patrick E. Kitching, Village President, and Deborah L. Venhuizen, Village Clerk, this 9 day of JANUARY, 2014, A. D.



Violet M. Regan
Notary Public

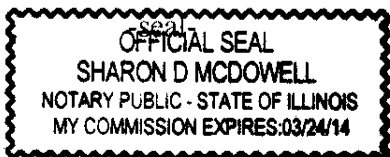
OWNER - NOV INVESTMENTS, LLC

By: *Steven R. Novak*
Steven R. Novak
Managing Member

Attest
By: *Jack R. Golomb*

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by Steven R. Novak, Managing Member of NOV Investments, LLC, and Jack R. Golomb, P&Z Secretary, this 8th day of January, 2014, A. D.



Sharon D. McDowell
Notary Public

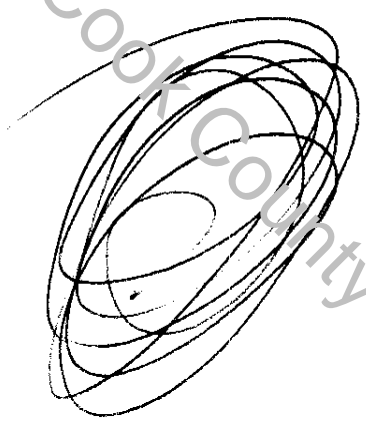
This instrument was prepared by: Kathleen Elliott, Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd., 9550 Bormet Drive, Suite 201, Mokena, Illinois 60448 tel. 815-722-6560

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EXHIBIT A

PETITION FOR ANNEXATION

Property of Cook County Clerk's Office

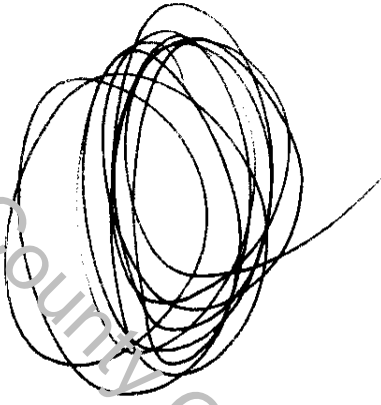


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EXHIBIT B

Plat of Annexation

Property of Cook County Clerk's Office



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PLAT OF ANNEXATION

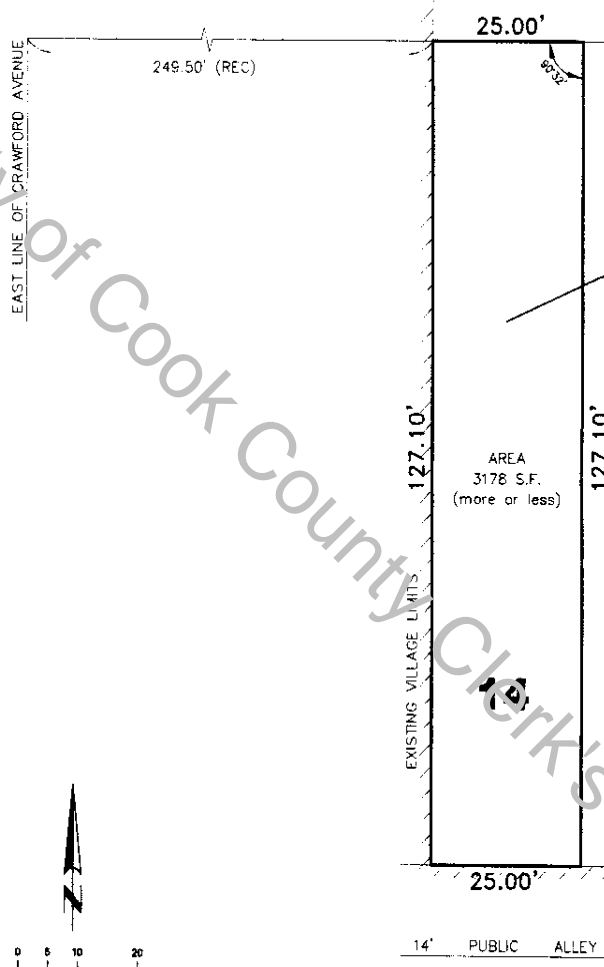
LEGAL DESCRIPTION

LOT 14 IN BLOCK 6 IN A WOOD'S ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE NORTH 100 ACRES OF THE SOUTHWEST QUARTER AND THE NORTH 50 ACRES OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AFFECTS:
WEST HALF OF
P.I.N. 24-23-300-011

W. 115TH STREET

66.00'
R.O.W.

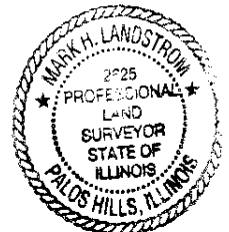


HEREBY ANNEXED
TO THE VILLAGE
OF ALSIP

AREA
3178 S.F.
(more or less)

EXISTING VILLAGE LIMITS

14' PUBLIC ALLEY



PREPARED FOR:
NOV INVESTMENTS, LLC.

PREPARED BY:



DESIGN FIRM REGISTRATION NO. 184-005577

7808 WEST 103RD STREET
PALOS HILLS, ILLINOIS 60465-1529
Phone (708) 599-3737

PROJECT No. 13-10-044-ANNEX

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, MARK H. LANDSTROM, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2625, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE-DESCRIBED TRACT OF LAND FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF LEMONT, ILLINOIS, AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DATED AT PALOS HILLS, THIS 15TH DAY OF NOVEMBER, A.D. 2013.

(Signature)
MARK H. LANDSTROM
I.P.L.S. No. 2625