

ORDINANCE NO. 0-113-86

86427667

AN ORDINANCE
AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT
PATZER

WHEREAS, it is in the best interests of the Village of Palatine that a certain Annexation Agreement, a copy of which is attached hereto and made a part hereof, be entered into; and

WHEREAS, the owners of record of the land which is the subject of such agreement are ready, willing and able to enter into such agreement and to perform the obligations as required thereunder; and

WHEREAS, the statutory procedures provided in Division 15.1 of Article II of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement have been fully complied with:

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

SECTION 1: The President is authorized and directed to execute and the Clerk is directed to attest the Annexation Agreement, a copy of which is attached hereto and made a part hereof.

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED: This 8th day of September, 1986

AYES: 5 NAYS: 1 ABSENT: 0 PASS: 0

APPROVED by me this 8 day of September, 1986

Frank R. Munch
President of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 8th day of September, 1986

Robert J. Sullivan
Village Clerk

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ANNEXATION AGREEMENT MEADOW CREST

THIS AGREEMENT, made and entered into this 3th day of September, 1986, by and between the VILLAGE OF PALATINE a municipal corporation of Cook County, Illinois, 200 E. Wood Street, Palatine, IL. 60067 (hereinafter called the "VILLAGE") and LA SALLE NATIONAL BANK, as Trustee under Trust Agreement dated June 17, 1985 and known as Trust No. 109952 ("LaSalle Trust No. 109952"), and KURT BERG and ANN E. JENSEN (hereinafter collectively called "BERG AND JENSEN") and EVERGREEN DEVELOPMENT COMPANY ("EVERGREEN"), an Illinois corporation (LaSalle Trust No. 109952, BERG AND JENSEN and EVERGREEN are collectively referred to as the "OWNER".)

WITNESSETH:

WHEREAS, the LaSalle Trust No. 109952 is the holder of legal title to the real estate which is legally described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, BERG AND JENSEN is the holder of legal title to the real estate which is legally described on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, EVERGREEN has contracts to purchase all of the property described on Exhibits "A" and "B" (property described in Exhibits "A" and "B" is collectively referred to as the "subject property")

WHEREAS, the OWNER desires that the subject property, which is contiguous to the Village, but not included within the corporate limits of any other municipality, be annexed to the VILLAGE on the terms and conditions hereafter set forth and that the subject property be zoned in a "R-2" Single Family Residential District classification under the VILLAGE'S zoning ordinance; and

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WHEREAS, the parties hereto wish to enter into a binding agreement with respect to the annexation of the subject property, and provide for various other matters to be contingent upon said annexation, pursuant to the provisions of Illinois Revised Statutes (1985), c.24, Secs. 11-15-1 et.seq.; and

WHEREAS, there are no electors residing upon the subject property; and

WHEREAS, there has been filed with the Village Clerk of the Village of Palatine an annexation petition signed by the owners of record of all land within the subject property included in said annexation petition, and covered by this agreement, and which petition indicated that there are no electors residing upon said land; and

WHEREAS, the OWNER proposes that the subject property be developed pursuant to the codes, ordinances, and regulations of the VILLAGE, as amended and as otherwise modified herein, and pursuant to a Plat of Subdivision attached hereto as Exhibit "C" and the home designs attached hereto as Exhibit "D", and further subject to the terms and conditions hereinafter contained; and

WHEREAS, the VILLAGE is agreeable to the use of the subject property in such manner; and

WHEREAS, the Planning Commission of the VILLAGE, being the commission duly designated by the corporate authorities of the VILLAGE to hold a public hearing on the proposed zoning, has heretofore held a public hearing on the application of the OWNER to rezone the subject property to "R-2" Single Family Residential District classification, as aforesaid, and due notice of said public hearing was published in the manner required by law and said public hearing was held in all respects in a manner conforming to law; and

WHEREAS, the Planning Commission of the VILLAGE has made its report and recommendations to the corporate authorities

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of the VILLAGE in accordance with the ordinances of the VILLAGE, and

WHEREAS, all other matters in addition to those specifically referred to above which are included by this Annexation Agreement have been duly considered by the parties hereto, and the development of the subject property for the uses as permitted under the Zoning Ordinances will inure to the benefit and improvement of the VILLAGE and its residents and will promote the sound planning and development of the VILLAGE and will otherwise enhance and promote the general welfare of the people of the VILLAGE;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree as follows:

(1) Subject to the provisions of the Illinois Revised Statutes (1985), c.24, Secs 11-15-1 et seq., the OWNER and the VILLAGE respectively agree to do all things necessary or appropriate to cause the subject property to be duly and validly annexed to the VILLAGE and upon the occurrence of such annexation, the remaining provisions of this Agreement shall apply.

(2) Upon annexation, the subject property shall be rezoned to "R-2" Single Family Residential District Classification in accordance with the Zoning Ordinance of the VILLAGE, and shall be developed as a subdivision in accordance with the Plat of Subdivision attached hereto as Exhibit "C", and made a part hereof and in accordance with the home designs attached hereto as Exhibit "D" and made a part hereof.

(3) The OWNER will be permitted to connect the subject property to the VILLAGE water and sewer system at its sole expense and upon payment of the required VILLAGE fees and charges therefor. The OWNER agrees to improve the Evergreen Court Detention Basin in accordance with the plans attached hereto as Exhibit "E" and made a part hereof, with said work to be completed by June 30, 1987, and approved by the

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VILLAGE. If said work is approved, the VILLAGE agrees to waive the cash-in-lieu of detention requirement of the Village Zoning Ordinance, Section 4.15, in the amount of \$4,914.47. *RDP*

(4) The OWNER shall provide to the VILLAGE a Letter of Credit and a 10% cash deposit to meet the guaranteed completion of the public improvement requirement of Section 8.412 of the Village Subdivision Ordinance in the aforesaid subdivision. Said Letter shall be in a form acceptable to the VILLAGE and in the amount of \$ 106,832.00.

(5) The VILLAGE agrees to enact such ordinances and resolutions as are necessary to affect the terms of this AGREEMENT.

(6) Except as provided in this agreement, the OWNER shall comply with all ordinances, codes and other regulations of the VILLAGE and pay all fees, and charges as provided by the VILLAGE ordinances from time to time in force and effect, except as modified herein.

(7) If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

(8) This Agreement shall inure to the benefit of and be binding upon the successors in title of the OWNER and upon the corporate authorities of the VILLAGE and successor municipalities. This Agreement shall be valid and binding for a period of twenty (20) years from the date of execution. A true copy of this Agreement shall be filed in the Office of the Recorder of Deeds of Cook County, Illinois, as notice of said requirement of all future owners. This Agreement may be amended from time to time with the consent of the OWNER and the VILLAGE pursuant to the statutes in such case made and provided.

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

VILLAGE OF PALATINE

BY Frank R. Munch
President

ATTEST:

Spita Mallis
Village Clerk

OWNER

BY: Roger J. Parzer
Real estate development company

WITNESS:

Edith M. Parzer

BY: Ann E. Jensen
Ann E. Jensen

WITNESS:

Tom Jensen

BY: Eurt Berg

WITNESS:

BY: William H. Kelly
Assistant Secretary
Fidelity National Bank, Trust Co., 109752 and not individual.

WITNESS:

Trammy Allen

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Property of Cook County Clerk's Office

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT
DATED AUG 29 1986 UNDER TRUST NO. 109952

This instrument is executed by LaSALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

FORM XK 0421

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Trustee's Examination

Cook County Clerk's Office

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

VILLAGE OF PALATINE

By Frank R. Munch
President

ATTEST
Paul Miller
Village Clerk

OWNER

By: Robert R. ...
EcoGreen Development Company

WITNESS:

.....

BY:
.....

WITNESS:

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By:
.....

WITNESS:

.....

By:
Lasalle National Bank, Trust Co., 12952

WITNESS:

.....

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The North half of Lot 14 in Arthur T. Mc Intosh & Co's Quintens Road Farms, being a Subdivision of the West 90 Acres of the Southwest Quarter of Section 22; also the Northeast Quarter of the Southeast Quarter of Section 21, all in Township 42 North, Range 10 East of the Third Principal Meridian in Cook County, Illinois.

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EXHIBIT A

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The South 1/2 of Lot 14 in Arthur T. Mc Intosh and Company's Quintens Road Farms, being a Subdivision of the West 90 acres of the South West 1/4 of Section 22, Township 42 North, Range 10, also the North East 1/4 of the South East 1/4 of Section 21, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT B

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<input checked="" type="checkbox"/> ORDINANCE	DESCRIPTION
<input type="checkbox"/> RESOLUTION	Consider Ordinance Authorizing Execution
<input type="checkbox"/> MOTION	of Annexation Agreement for Meadow Crest. (Patzer)
<input type="checkbox"/> PUBLIC HEARING	DISTRICT: 2 (after annexation)
<input type="checkbox"/> DISCUSSION ONLY	

BACKGROUND Meadow Crest is the proposed 16-lot subdivision on the east side of Quentin Road, between Gilbert and Dorset. It would extend Kimball Avenue. The public hearing to review an Agreement, per State law, will be held at 9:00 PM tonight. Meadow Crest was given preliminary approval on July 14, 1986. It is contiguous to Village boundaries on the north, south, and east.

DISCUSSION The Agreement specifies the conditions by which annexation will occur. The most important of which is the requirement that the petitioner make necessary drainage improvements to the Evergreen Court detention area after drainage improvements to the neighboring marsh area is completed by the Mosquito Abatement District. The petitioner developed that detention area located south of Gilbert Avenue. Meadow Crest storm drainage will flow into the Evergreen Court detention area since there is excess capacity.

ALTERNATIVES

- 1) Approve Agreement.
- 2) Do not approve Agreement.

RECOMMENDATION OR CONCLUSION Staff recommends approval of the Annexation Agreement. It has been approved by Village counsel.

BUDGET IMPACT

- 1) Estimated Annual Village Property Tax Revenue of \$14,500.
- 2) Estimated Annual Vehicle Sticker Revenue of \$405.

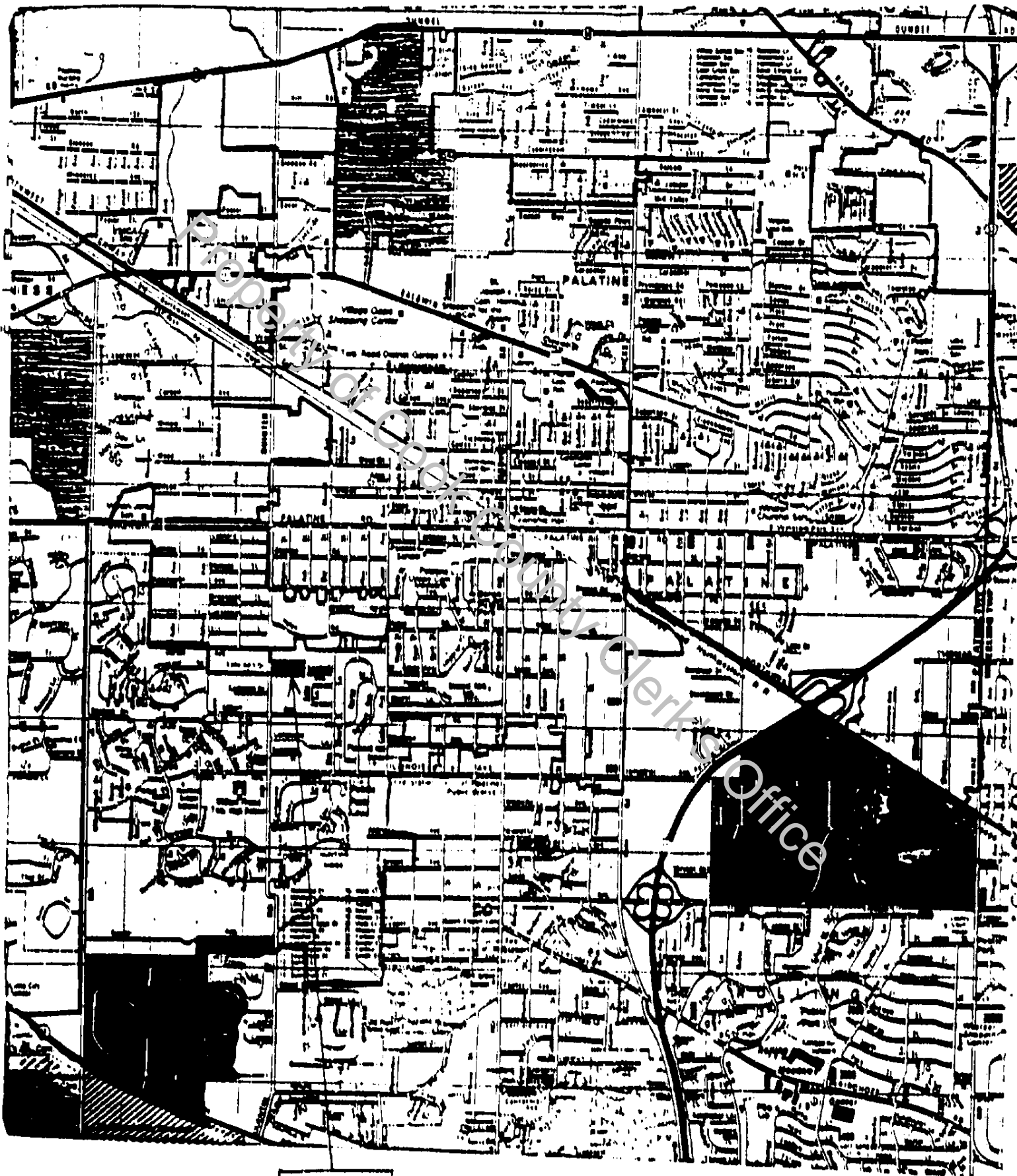
ACTION REQUIRED Motion to recommend approval of Ordinance Authorizing Execution of Annexation Agreement, subject to results of public hearing.

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MEADOWCREST SUBDIVISION 67



SUBJECT
LOCATION

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PUBLIC NOTICE

A public hearing will be held before the Palatine Village Board on Monday, September 8, 1986, at 9:00 PM, in the Palatine Community Center, 200 East Wood Street, relative to a proposed annexation and Annexation Agreement for the following, legally described property:

Lot 14 in Arthur T. McIntosh & Co's. Quintens Road Farms, being a subdivision of the West 90 acres of the Southwest 1/4 of Section 22, Township 42 North, Range 10 East of the Third Principal Meridian, also the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 42 North, Range 10 East of the Third Principal Meridian, all in Cook County, Illinois,

commonly known as the vacant property on the East side of Quentin Road, between Gilbert and Dorset.

The Petition to Annex has been filed by Roger Patzer, President of Evergreen Development Company, and is available for examination in the office of the Village Clerk, 200 East Wood Street.

VILLAGE OF PALATINE

Michael D. Kadlecik
Village Manager

DATED: This 18th day of August, 1986.

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BK:ev

-86-427657

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10/12/2011

no bond or other security shall be required of the contractor or subcontractor for the performance of the work under this contract. The contractor shall be responsible for the payment of all taxes and fees levied on the work under this contract. The contractor shall also be responsible for the payment of all taxes and fees levied on the work under this contract.

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