

# UNOFFICIAL COPY

ORDINANCE NO. 0-23-86

AN ORDINANCE  
AUTHORIZING THE EXECUTION OF  
AN ANNEXATION AGREEMENT  
KOBELINSKI

86158329

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 25 day of March, 1986

AYES: 4 NAYS: 0 ABSENT: 1 PASS: 1

APPROVED by me this 25 day of March, 1986

Frank R. Munch  
President of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 25 day of March, 1986

Deputy Diane B. Greenlee  
Village Clerk

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Property of Cook County Clerk's Office

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DUPLICATE ORIGINAL

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operation provision restricting  
any liability of Jefferson State  
Bank, attached hereto, is hereby  
expressly made a part hereof.  
Community Development

ANNEXATION AGREEMENT

DEC 31 1985

THIS AGREEMENT, made and entered into as of the 25<sup>th</sup> day of MARCH, 1986, by and between the VILLAGE OF PALATINE a municipal corporation of Cook County, Illinois, 200 E. Wood Street, Palatine, IL 60067 ("Village") and PARKWAY BANK AND TRUST CO., as Trustee under a Trust Agreement dated May 15, 1970 and known as Trust No. 1298, PARKWAY BANK AND TRUST CO. as Trustee under a Trust Agreement dated November 25, 1985 and known as Trust No. 7519, JEFFERSON STATE BANK, as Trustee under a Trust Agreement dated June 14, 1980 and known as Trust No. 1050 and WILLIAM and KATHLEEN SULLIVAN (herein collectively referred to as "Owner").

WITNESSETH

WHEREAS, Owner is the holder of legal title to the real estate which is legally described on Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Subject Property"); and

WHEREAS, Owner desires to annex the Subject Property to the Village and develop the Subject Property in a "P" Planned Development District under the Village Zoning Ordinance, pursuant to a preliminary plan of planned development (herein "Preliminary Plan"), a copy of which is attached hereto as Exhibit "B" and made a part hereof; and

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WHEREAS, the parties hereto desire that there be annexed to the Village on the terms and conditions hereinafter set forth the Subject Property, which property is contiguous to the Village but not included within the corporate limits of any other municipality; and

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 (1983), Chapter 24, Sections 11-15-1 et seq.; and

WHEREAS, there has been filed with the Village Clerk of the Village 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

WHEREAS, the Owner proposes that the Subject Property be developed pursuant to the Building Code and Zoning Ordinance of the Village, as amended and as otherwise modified herein, and other ordinances of the Village and also in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Village is agreeable to development of the Subject Property in such manner; and

WHEREAS, a Committee or 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 annex the subject property and rezone the same to "P" Planned Development District Classification, as aforesaid, and due notice of said public hearing was published in

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the manner required by law and said public hearing was held in all respects in a manner conforming to law; and

WHEREAS, the duly designated Committee or Commission of the Village Board of Trustees has made its report and recommendations to the corporate authorities 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 in 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 Ordinance and this Agreement 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; and

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

1. The terms and conditions of the Preamble are incorporated by reference as if fully set forth herein.
2. Subject to the provisions of the Illinois Revised Statutes (1983), Chapter 24, Sections 11-15-1 et seq., the Owner and the Village each agree, to do all things necessary or appropriate to cause the subject property to be duly and

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validly annexed to the Village as promptly as practicable after the execution of this Agreement and only after MITCHELL KOBELINSKI or an entity legally or beneficially owned or controlled by him acquires legal title to all of the Subject Property.

3. Following annexation, the Subject Property shall be rezoned to the "P" Planned Development District classification in accordance with the Zoning Ordinance of the Village, and will be developed as a planned development in accordance with the Preliminary Plan attached hereto as Exhibit "B" and the phasing schedule attached hereto as Exhibit "C".

4. Pursuant to this planned development ordinance, Owner shall be entitled to construct 53 single family lots and 158 multiple family units in accordance with the Preliminary Plan. The single family portion of the Planned Development shall comply in all respects with the "R-2" Single Family Residence District regulations of the Village Zoning Ordinance except as provided below with respect to the flood plain regulations. The Planned Development shall comply in all respects with the flood plain regulations of the National Flood Insurance Program and the Illinois Department of Transportation. The Village shall grant Owner any and all variations from its zoning and subdivision ordinances which are necessary to permit the development of the multi-family portion of the Subject Property with the permitted number of units regardless of whether such

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variations are necessitated by Owner's compliance with the flood plain regulations of either the National Flood Insurance Program, or of the Illinois Department of Transportation or by the Village's codes and ordinances. In connection with the approval of the Planned Development Ordinance, the Village hereby agrees to grant Owner the necessary special use approval and other approvals under the flood plain regulations contained in its Zoning and Subdivision Ordinances and other applicable codes to allow the number of single family lots and multiple family units described in Paragraph 4.

5. The Owner, at its expense will construct sidewalks on the south side of Illinois Avenue and on the west side of Brockway Street in accordance with the applicable codes and ordinances of the Village. Owner shall not be required to install street lighting, curbs, gutters and storm sewer along Brockway Street.

6. The Owner, at his expense, will extend the Village sewer and water mains from their respective present locations along the West branch of Salt Creek south of Illinois Avenue and provide a looped water system through the Subject Property. Construction of such sewer and water mains shall be in accordance with all applicable Village, Township, County, Metropolitan Sanitary District of Greater Chicago and Illinois Environmental Protection Agency requirements and regulations. The Village shall require Owner to install only those public improvements deemed by

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the Village to be specifically and uniquely attributable to the phase of development under construction. Owner shall be required to provide the Village with a Letter of Credit in the amount and form required under the Code of Ordinances of the Village of Palatine to insure the completion of the required public improvements.

7. The Owner shall pay any and all costs, expenses and fees normally charged by the Village of other Village residents for tap-on charges, and sanitary sewer and water distribution charges and all other fees and charges provided by Village codes and ordinances.

8. The Owner will be permitted to connect the Subject Property to the Village's water and sewer main at the Owner's sole expense and upon payment of required Village fees and charges therefor.

9. With regard to the multi-family portion of the Planned Development, all watermains, sewer mains, street, curbs or gutters, retention ponds, and other like improvements located within the multiple family portion of the Subject Property and reasonably attributable to serving the multiple family development of the Planned Development shall not be dedicated to the Village but shall remain private property and shall be owned by, cared for, maintained, repaired and replaced by and at the expense of the Owner initially and thereafter the ownership, care, maintenance, repair and replacement of the same may be assigned, conveyed, transferred and delivered to an Illinois

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Not-For-Profit Homeowner's Association, the membership of which is comprised of the parties owning residences with the aforementioned portion of the Subject Property. Such Homeowner's Association, if established, shall be created pursuant to the terms and provisions of a Declaration to be recorded against the aforementioned portion of the Subject Property or each phase thereof which is being developed, prior to the time of the development, and shall be vested with the right and duty to oversee, supervise and assess the owners of the residences constructed thereon for the necessary care, maintenance, repair and replacement called for therein. Such Declaration shall provide that:

The Village of Palatine shall have the right to enter the Real Estate at any time it deems necessary to repair or maintain any water mains, sewer mains, streets, curbs, gutters or appurtenances thereto, which the Association fails or refuses to maintain, following written notice to do so from the Village. In the event of the performance by the Village or its agents of any such repair or maintenance work, the cost thereof shall be paid by the Association, and shall constitute a lien upon the above described public improvements and the entire Real Estate, such lien may be enforced by the Village, which may also recover all reasonable costs and attorney's fees in so doing, in the manner provided by law or enforcement and foreclosure of liens.

In the event the Owner does not assign, convey, transfer and deliver the aforesaid water mains, sewer mains, streets, curbs or gutters, retention ponds and other appurtenances located within the aforementioned portion of the Subject Property to a Homeowner's Association, the Village shall have the same rights to enter the aforementioned portion of the Subject Property for repairs and maintenance purposes, together with the same lien

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rights, if the Owner does not pay for such repair and maintenance work, as set forth in the above Declaration in this Paragraph. The street improvements in the multiple family portion of the development shall be designed to the marginal access standards in the Village Subdivision Ordinance.

10. With regard to the single family portion of the Planned Development, all water mains, sewer mains, streets, curbs or gutters, retention ponds, and other like improvements located within the single family portion of the Subject Property and reasonably attributable to serving the single family development of the Planned Development shall be dedicated to the Village and shall be owned by, cared for, maintained, repaired and replaced by and at the expense of the Village.

11. The Owner agrees to annex the Subject Property to the Palatine Park District. The Village acknowledges that by a separate agreement with the Park District that Owner has met the Park Dedication requirements under Section 8.408 of the Village Subdivision Ordinance.

12. The Village agrees to enact such ordinances and resolutions as are necessary to effect the terms of this Agreement.

13. The Owner shall in all respects comply with all ordinances, codes and other regulations of the Village and pay all annexation fees, permit fees and other charges as provided by the Village ordinances from time to time in

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force and effect except as may otherwise be modified by this Agreement.

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

15. This Agreement shall inure to the benefit of and be binding upon the successors in title of the Owner and upon successor corporate authorities of the Village and successor municipalities. It shall be valid and binding for a period of twenty (20) years from the date of execution. This Agreement may be amended from time to time with the consent of the Owner of the Subject Property, and the Village, pursuant to the statutes in such case made and provided.

16. This Agreement may be executed in any number of counterparts with the same affect as if the signatures were affixed to the same instrument.

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

VILLAGE OF PALATINE

By Frank R. Munch  
President

ATTEST:

Deputy Diana B. Greenlee  
Village Clerk

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PARKWAY BANK AND TRUST CO. not individually but as Trustee under Trust No. 1298

By *J. L. Schenk*  
SR. VICE PRESIDENT-TRUST OFFICER

WITNESS:

*Patty J. Drago*  
U.P.

PARKWAY BANK AND TRUST CO. not individually but as Trustee under Trust No. 7519

By *J. L. Schenk*  
SR. VICE PRESIDENT-TRUST OFFICER

WITNESS:

*Patty J. Drago*  
U.P.

JEFFERSON STATE BANK, not individually but as Trustee under Trust No. \_\_\_\_\_

By \_\_\_\_\_

WITNESS:

*Adam A. Polito*  
SHOKIE ILL

*William Sullivan*  
WILLIAM SULLIVAN

WITNESS:

*Adam A. Polito*  
SHOKIE ILL

*Kathleen Sullivan*  
KATHLEEN SULLIVAN

WITNESS:

\_\_\_\_\_

bKobelAgm

This Agreement is signed by Parkway Bank & Trust Co. not individually but solely as Trustee under a certain Trust Agreement known as Trust No. ~~1298~~ <sup>1298 & 7519</sup> Trust Agreement is hereby made a part hereof and any claim against Parkway Bank & Trust Co. which may result from the signing of this Agreement shall be payable only out of any trust property which may be held by Parkway Bank & Trust Co. and said Trustee shall not be personally liable for the signing of any of the terms and conditions of this Agreement or for the validity or condition of the title of any property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank and Trust Co. is hereby expressly waived by the parties hereto and their respective successors and assigns.

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PARKWAY BANK AND TRUST CO. not individually but as Trustee under Trust No. 1298

By \_\_\_\_\_

WITNESS: \_\_\_\_\_

PARKWAY BANK AND TRUST CO. not individually but as Trustee under Trust No. 7519

By \_\_\_\_\_

WITNESS: \_\_\_\_\_

JEFFERSON STATE BANK, not individually but as Trustee under Trust No. 1050

By Judith Macior Trust Officer

*Witnessed by Jefferson State Bank on this 29th day of Dec 1950*

WITNESS: ATTEST  
Eugene O. Lewe

Eugene O. Lewe  
Trust Officer

WILLIAM SULLIVAN

WITNESS: \_\_\_\_\_

KATHLEEN SULLIVAN

WITNESS: \_\_\_\_\_

bKobelAgm

EXECUTED AND DELIVERED BY THE JEFFERSON STATE BANK OF CHICAGO, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY IN THE CAPACITY HEREIN DESCRIBED, FOR THE PURPOSE OF BINDING THE HEREIN DESCRIBED PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE UNDERTAKINGS AND AGREEMENTS HEREIN MADE, ARE MADE AND INTENDED NOT AS PERSONAL UNDERTAKINGS AND AGREEMENTS OF THE TRUSTEE, OR FOR THE PURPOSE OF BINDING THE TRUSTEE PERSONALLY, BUT EXECUTED AND DELIVERED BY THE TRUSTEE SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY, OR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST SAID TRUSTEE ON ACCOUNT HEREOF OR ON ACCOUNT OF ANY UNDERTAKING OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY ALL OTHER PARTIES HERETO, AND THOSE CLAIMING BY, THROUGH, OR UNDER THEM.

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# PLAT OF SURVEY

GEORGE D. HARKER & ASSOCIATES <sup>by</sup> REGISTERED LAND SURV

1800 WOODLAND AVENUE • PARK RIDGE, ILLINOIS 60068  
PHONE: (312) 763-6066

Lots 19, 20, and 21

Lot 22, except the South 50.0 feet thereof.

Lots 23, 24, 25, 26, 27 and 28

in Arthur T. McIntosh and Company's FIRST ADDITION to PLUM GROVE FARMS, being a subdivision of a part of the North 1/2 of Section 27, Township 42 North, Range 10 East of the 3rd Principal Meridian, according to the plat thereof recorded September 15, 1943 as Document No. 13141433, in Cook County, Illinois.

02-27-200-017-0000	LOT 19
-016-	LOT 20
-015-	LOT 21
-018-	LOT 22
-021-	LOT 23
-020-	LOT 24
-019-	LOT 25
-014-	LOT 26
-013-	LOT 27
-012-	LOT 28

*Jc*

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EXHIBIT A

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## PHASING SCHEDULE

39	Single Family Lots in Illinois Ave. Area-Phase I	Fall of 1987
8	Single Family lots on Brockway Phase II	Fall of 1988
1st. 62 of 158	Multiple family units - Phase II	Fall of 1988
6	single family lots on Brockway - Phase III	Fall of 1989
2nd 96 of 158	multiple family units - Phase III	Fall of 1989

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EXHIBIT C

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