

# UNOFFICIAL COPY

ORDINANCE NO. 0-5-86

AN ORDINANCE  
AUTHORIZING THE EXECUTION OF  
AN ANNEXATION AGREEMENT  
REHAYEM - 1051 WEST WOOD STREET

86158331

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 13 day of January, 1986

AYES: 6 NAYS: 0 ABSENT: 0 PASS: 0

APPROVED by me this 13 day of January, 1986

Frank R. Kunch  
President of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 13 day of January, 1986

Sita P. Mallin  
Village Clerk

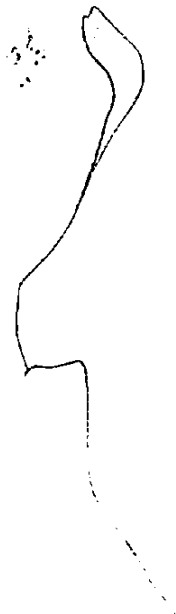
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## PRE-ANNEXATION AGREEMENT

This AGREEMENT, is made and entered into this 13 day of January 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 John R. Rehayem (hereinafter called the "OWNER"):

### W I T N E S S E T H

WHEREAS, the OWNER is the holder of legal title to the real estate which is legally described as follows, to wit:

02-16-406-002-0000 *JR*  
The East Half of Lot 2 in Block 6 in Arthur T. McIntosh and Company's Chicago Avenue Farms being a subdivision in the Southeast quarter of Section 16, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, the parties hereto desire that the subject property, which is not included within the corporate limits of any other municipality, be annexed to the VILLAGE on the terms and conditions hereafter set forth at such time as the subject property becomes contiguous to the VILLAGE and that the subject property be zoned in a "R-2" General Residence District under the VILLAGE's zoning ordinance; 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 the Illinois Revised Statutes (1983), c. 24, Secs. 11-15-1 et. seq.; and

WHEREAS, there will be no electors, other than the OWNER, residing upon the subject property; and

WHEREAS, the OWNER proposes that a residence be built on the subject property pursuant to the building codes and zoning ordinances of Cook County, as amended and as otherwise modified herein, and upon annexation to the VILLAGE, to be subject to the codes, ordinances, and regulations of the VILLAGE, and further subject to the terms and conditions hereinafter contained;

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

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[1] Subject to the provisions of the Illinois Revised Statutes (1983), 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 as promptly as practicable upon its becoming contiguous to the VILLAGE.

[2] Upon annexation, the subject property shall be rezoned to "R-2" General Residence District classification in accordance with the VILLAGE's zoning ordinance.

[3] Upon annexation, the OWNER agrees to promptly petition for annexation of the subject property to the Palatine Park District.

[4] The OWNER will be permitted to connect the residence to be built on the subject property to the VILLAGE's sewer main at the OWNER's sole expense. The OWNER agrees to secure the necessary permits and pay all applicable connection fees and charges.

[5] The OWNER will install, at his cost, a six inch (6") diameter sewer service line from the VILLAGE's ten inch (10") diameter sanitary sewer located south of the intersection of Wood street and Clyde avenue. Construction of such sewer service line shall be in accordance with all applicable VILLAGE, Township, County, Metropolitan Sanitary District of Greater Chicago, and Illinois Environmental Protection Agency requirements and regulations.

[6] The VILLAGE agrees to permit a water well on the subject property as provided for in this paragraph. The OWNER agrees to connect the residence to be built on the subject property to the VILLAGE's water system within ten (10) years of the date of this agreement or at any time within said ten (10) years that the VILLAGE's watermain is extended by the VILLAGE or a private party and said watermain extension is within two hundred feet (200') of the subject property. The OWNER agrees to secure the necessary permits and pay all applicable connection fees and charges. The OWNER agrees to participate in, and not object to, a special assessment or special service area if the VILLAGE proceeds to create said area for the purpose of constructing public improvements adjacent to, and for the benefit of, the subject property. Said improvements are to include, but are not limited to, a watermain extension.

[7] Until such time as the subject property is annexed, the sewer and/or water usage rates shall be those established by ordinance for premises outside the VILLAGE limits and the OWNER shall pay all applicable charges. The OWNER's water well will be metered and the VILLAGE's sewer usage fee will be based on the amount of water used in the OWNER's residence, excluding any water used for irrigation.

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[8] Upon execution of this AGREEMENT, the OWNER shall pay all amounts due under the existing recapture ordinance of the VILLAGE, Ordinance No. 0-12-81, in the amount of \$429.53.

[9] The VILLAGE agrees to enact such ordinances and resolutions as are necessary to affect the terms of this AGREEMENT.

[10] 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.

[11] This AGREEMENT shall inure to the benefit of and be binding upon the successors in title of the OWNER and upon the successor corporate authorities of the VILLAGE and successor municipalities, and the OWNER agrees to insert a reference to this AGREEMENT in any deed, mortgage, or other document conveying an interest in the subject property. This AGREEMENT shall be valid and binding for a period of twenty (20) years from the date of execution.

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

VILLAGE OF PALATINE

BY: Frank R. Trench

President

ATTEST

BY: Rita M. Miller

Village Clerk

OWNER

BY: Holm D. Rehwagen

Owner

SUBSCRIBED and SWORN to  
before me this 9th day  
of October, 1985.

My Commission Expires Nov. 2, 1986

Charles C. Hammarck  
Notary Public

841-8331

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OFFICIAL BUSINESS VILLAGE OF  
PALATINE CLERKS OFFICE  
By *Diane B. Greenlee*  
Diane B. Greenlee, Deputy Clerk